

Chubb Horizon Tenant Propriétaires

Applicable to Policy N° FRBOPA19226

General Terms and Conditions

CHUBB®

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General Terms and Conditions

This Policy is an optional-membership group non-life insurance policy, policy no. FRBOPA19226 taken out by MGM EXPLOITATION - a French simplified joint stock company with 4,000,000 Euros in capital whose registered office is at Allée du Parmelan - ZAC de la Bouvarde - 74330 EPAGNY METZ-TESSY FRANCE, registered at the Annecy trade and companies register under number 810 997 817, through DIOT MONTAGNE ASSURANCES - a French simplified joint stock company with

40,000 Euros in capital whose registered office is at Résidence le Grand Cœur - 298, Avenue Maréchal Leclerc - 73700 BOURG SAINT MAURICE FRANCE, registered at the Albertville trade and companies register under number RCS 393 688 502 and with ORIAS under number 07 022 501, with Chubb European Group Limited, the branch office in France of the English company Chubb European Group Limited with £544,741,144 in capital, registered with the Registrar of Companies (England and Wales) under number 1112892, and whose headquarters in France are located at Le Colisée - 8, avenue de l'Arche - 92419 Courbevoie Cedex, France – Identification number 450 327 374 RCS Nanterre.

This Policy is governed by the French Insurance Code as well as these General Terms and Conditions constituting Official Notification and the Special Terms and Conditions attached thereto. Subscription of this policy is confirmed to each Insured Party in the form of a Booking Contract. In case of a dispute, this confirmation only provides a presumption of cover benefitting the Insured Party.

Title I - General Provisions

1. Definitions

Each term used in these General Terms and Conditions, where it is written with an initial capital, shall have the following meaning:

Accident

Any unintentional bodily harm suffered by an Insured Party stemming from the sudden, unexpected action of an external cause and all pathological manifestations that are the direct consequences of such bodily harm.

The following are considered Accidents:

- Infections caused directly by a covered Accident.
- Poisoning and bodily harm caused by the unintentional ingestion of toxic or corrosive substances.
- Asphyxia due to the unforeseen action of gas or vapours.
- Drowning and infectious diseases that are the consequence of a fall into water or an infected liquid.
- Frostbite, heat stroke, sunstroke, starvation and exhaustion as a result of shipwreck, forced landing, collapse, avalanche and flood.
- Bodily injuries resulting from an Act of Terrorism or Sabotage, Attack or Assault suffered by the Insured Party.

Act of terrorism or sabotage

Any illegal action with ideological and/or political motivation, implemented individually or collectively, directed against persons or public or private entities in order to:

- Carry out a criminal action intended to harm the life of others.
- Upset the population and establish an atmosphere of general insecurity.
- Disrupt the operation of public transport or disturb the operation of enterprises or institutions producing or processing goods or providing services.

Assault

Any bodily injury unintentionally sustained by the Insured Party stemming from a voluntary, sudden, brutal action of another person or group of people.

Cancellation of stay

Cancellation of the booked stay justified by one of the covered reasons and/or circumstances, which consequently lead to the application of this cover.

Assistance provider

CHUBB ASSISTANCE, whose assistance services are provided by Mondial Assistance SAS, whose registered office is at 54, rue de Londres – 75008 Paris, France.

Insured party/member

Means here:

- The person or persons who booked the Short-Term Rental;
- The person or persons who paid the entire insurance premium;
- Having taken note of the General Terms and Conditions;
- All the persons explicitly mentioned (last name, first name, and date of birth) on the Invoice for booking the Short-Term Rental, rented from the Policyholder, for a vacation stay not exceeding Ninety (90) consecutive days;
- It is stipulated that a maximum of fifteen (15) persons can be insured under a single membership.

Insurer

Chubb European Group Limited

Chubb European Group Limited is an insurance company subject to English law, with registered office at 100 Leadenhall Street, London EC3A 3BP, company number 1112892, and with French branch located at Le Colisée, 8, avenue de l'Arche, Courbevoie (92400), identification number 450 327 374 R.C.S. Nanterre. Chubb European Group Limited is authorised and controlled by the Prudential Regulation Authority (PRA: 20 Moorgate, London EC2R 6DA, United Kingdom) and controlled by the Financial Conduct Authority (FCA: 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom).

Medical authorities

Any person holding a degree in medicine or surgery valid in the country where it was established.

Beneficiaries

The person or persons who receive from the Insurer the sums due in respect of the Claims.

Booking contract

Contract by which the Subscriber, appointed by the Owner, grants the enjoyment of a Vacation rental to a Member who has to pay in advance. Guarantees defined on the present General Terms and Conditions apply only as far as all the clauses of the Booking Contract was respected by the parties. The Booking Contract indicates the subscription to the Insurance contract.

Natural disaster

A violent natural event of abnormal intensity, which causes widespread injuries, deaths, and destruction. Natural disasters are many and varied: major storms, hurricanes, cyclones, climate change, as well as earthquakes and avalanches.

Cessation of cover

In all cases, the cover stops at midnight on the last day of the booking, as declared in the Booking Contract.

Terms for changing the stay

A change in the dates of the stay, or a request to cancel the booking is only valid if this change or cancellation is requested before the effective date of the first day of the booking of the Short-Term Rental. Changes in the dates of the stay or cancelling the booking must be submitted to the Policyholder.

Serious medical condition

A condition that, in **CHUBB ASSISTANCE**'s opinion, constitutes a serious medical emergency requiring immediate surgery or hospital curative treatment in order to avoid the death or a serious deterioration in the immediate or long-term health prospects of the Insured Party. The seriousness of the Medical Condition shall be determined on the basis of the geographical location of the Insured Party, the nature of the medical emergency, and the local availability of appropriate medical facilities or care.

Spouse

The person linked to the Insured Party by the ties of marriage and not legally separated.

Cohabitee or partner: this is the person who has lived, as if married, with the Insured Party, sharing the same common interests as a married couple and able to produce a coexistence or cohabitation certificate.

The Co-signer of a Civil Solidarity Pact with the Insured Party.

Insurance policy

The legal document including the General Terms and Conditions, and the Booking Contract, under which the Insurer undertakes to pay a benefit to the Insured Party upon the occurrence of a covered Loss, in exchange for the payment of a Premium.

Insurance premium

Sum paid by the Member to the Policyholder in return for the cover granted by the Insurer.

Booking agreement

Agreement whereby the Policyholder, mandated by the Owner, grants the enjoyment of a Short-Term Rental to a member, who must pay to it, in exchange, a deposit or down payment.

The cover defined in these General Terms and Conditions only applies insofar as all the clauses in the Booking Agreement have been respected by the parties thereto.

Effective date

The date shown on the Booking Contract.

For the Cancellation cover: the Effective Date is the date at which the Policyholder receives the first deposit or down payment. As regards other insurance cover or assistance services: the Effective Date is the day and time at which the Insured takes possession of the Short-Term Rental.

Forfeiture

Loss of entitlement to the benefits or services provided in the Insurance Policy pursuant to the failure of the Insured Party or the Policyholder to fulfil certain obligations imposed on them.

Water and/or frost damage

Property damage occurring at/in the Short-Term Rental and caused by:

Leaks and breaks, whether or not caused by freezing, and accidental overflows:

- Above-ground piping (embedded piping, even below ground level or passing through a crawl space are considered to be "above ground") for (hot or cold) water supply and distribution, for removing rainwater, wastewater and discharge.
 - From eavesgutters and gutters.
 - From (water or steam) central heating installations, except for below-ground piping.
 - Water-effect appliances, i.e. any vessel to which an element is added to enable certain operations (such as bringing water in, removing it, heating it, purifying it, aerating it), which create some movement of the water, even if it is not continuous (e.g. a washing machine or dishwasher).

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- Overspills, breaks and spills from vessels and aquaria; Infiltrations following rain or hail or snow through roofing, patios, balconies forming a terrace, glass roofs; Infiltration through watertight seals around sanitation facilities and through floor tiles.

Damage caused by freezing to the central heating installation inside the Short-Term Rental, including the furnace, is also covered.

Home

The primary usual residence of the Insured Party. It must be located within one of the European Economic Area member nations.

Damage

Any Bodily Injury, Consequential Intangible Damage, Property Damage, Serious Property Damage.

Bodily injury

Any physical harm suffered by the Insured Party

Consequential intangible damage

Any pecuniary loss resulting from the deprivation of enjoyment of a right, the interruption of a service rendered by a person or by movable or immovable property or lost profits, directly resulting from a covered

Bodily Injury or Property Damage.

Property damage

Any alteration, deterioration, loss, and destruction of movable property, including any physical harm to animals.

Serious property damage

Event such as an Implosion, Fire or Explosion, Water Damage or a Natural Disaster that damaged, within the Seven (7) Days preceding the date of taking possession of the Short-Term Rental, over fifty per cent of the Insured's Home or Secondary Residence, such as to make it uninhabitable, or of the business premises if the Insured is a tradesperson, retailer, company manager, or carries out a professional occupation, such as to make them unfit for use.

Ski area

The extended area to which the resort in which the Insured Party is spending his/her stay belongs.

Services appendices

Services sold by the Policyholder to the Member as a supplement to the vacation rental. They can include Ski passes, Courts, Material rent.

European economic area

The following are the countries of the European Economic Area: European Union Member States (Austria, Belgium, Bulgaria, Croatia, Cyprus (Greek portion), the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, the United Kingdom), Iceland, Liechtenstein, Norway and any State that may join this area.

Hospital

Any public or private institution meeting the legal requirements of the country in which it is located that:

- Receives and treats injured or ill persons who stay there.
- Admits injured or ill persons to stay only under the supervision of the medical practitioner(s) attached to it and who must be on call.
- Maintains adequate medical equipment in operational condition to diagnose and treat such injured or ill persons and, if necessary, is able to perform surgery within its premises or in an institution under its control.
- Provides care by or under the control of nursing staff.

Event/harmful event

Any circumstance likely to cause or having caused a Loss. A set of Harmful Events with the same cause and the same origin is considered a single Event.

Exclusion

Relates to anything not covered by the Insurance Policy.

Forest fires

Fires or vegetation fires that start in a in a vegetation area, which may be one of the following types:

- Forest (deciduous, conifer or mixed forests);
- Undergrowth (bush, brushwood or heathland);
- Grass (grassland, lawns);
- and that destroy at least one continuous hectare.

Cost of moving and putting back

The cost of moving and putting back movable property belonging to the Owner of the Short-Term Rental, only where it is essential in order to refurbish the rented real estate property by carrying out the repairs made necessary by a Loss caused by Water Damage and/or Freezing, an Explosion, a Fire or an Implosion covered by this Insurance Policy.

Search costs

Costs of operations carried out by rescuers or relief agencies travelling specially to search for an Insured Party to a place lacking any organised or close means of rescue.

Rescue costs

Transport costs necessitated by an Accident from the point of the search operations to the closest Hospital.

Excess

A sum expressed in Euros or as a percentage of the amount of the loss, set as a fixed amount by the Insurer and for which the Member or the Insured Party/ies remain liable in case of compensation.

Pathological pregnancy

Pregnancy that requires enhanced medical monitoring because of the health problems of the mother and/or foetus that could jeopardise the life of the mother and/or the child to be born.

Civil war

"Civil War" means two factions of the same nation that oppose each other or a part of the population who opposes the established order.

Foreign war

Foreign War means a state of armed conflict between two or more states, with or without a declaration of war.

Experts' fees

Costs and fees of an expert chosen and appointed by the Owner of the Short-Term Rental in case of a claim caused by Water Damage and/or Freezing, an Explosion, a Fire or an Implosion covered by this Insurance Policy.

Hospitalization

Unforeseen Hospital stay, medically prescribed, for medical or surgical treatment necessary in case of a Serious Medical Condition occurring during the duration of the stay in the Short-Term Rental.

Fire - explosion - implosion

Property damage caused to the Short-Term Rental by:

- An actual Fire, i.e. combustion with flames outside of a place or appliance where fire is tended.
- An explosion, i.e. the sudden and violent action of high or low gas or vapour pressure.
- An Implosion, i.e. the sudden disintegration of a hollow glass item due to external pressure (e.g. a cathode ray tube in a television or computer screen).

Redundancy

Loss of employment pursuant to a dismissal as defined in article L. 1233-3 of the French Labour Code.

Short-term rental

A furnished and fitted real estate property, offered by the policyholder as part of its management mandate to the Member, strictly and only for vacation stays not exceeding **Ninety (90) consecutive days**. Common portions identified as such by the condominium's rules are not part of the Short-Term Rental.

Serious illness

A sudden and unforeseen change in the Insured Party's health, noted by a competent Medical Authority, for which a precise diagnosis can be established, which requires all activity (professional or other) to cease.

Pre-existing illness

Medical condition or related condition that manifested itself at any time during the five years preceding the Effective Date of this Insurance Policy, whether or not medical advice or medical treatment was sought.

Close relative

A Close Relative of the Insured Party refers to the Spouse, a first-degree ascendant or descendant, a sister, a brother, a mother-in-law, a father-in-law, a daughter-in-law, a son-in-law, a sister-in-law or a brother-in-law.

Home country

The country of the principal and usual residence of the Member or of any Insured Party before their departure for the stay in the Short-Term Rental mentioned on the Booking Contract. This country must be a member of the European Economic Area.

Insurance period

This is the period during which the Member or any Insured Party benefits from the cover under the Insurance Policy. The Insurance Period matches the stay dates included in the Booking Agreement.

Close person

Any person named by an Insured Party or his/her Beneficiaries upon the occurrence of the Loss who resides in the same Home Country as the Insured Party.

Owner

The individual or legal entity that owns a real estate property, used for vacation stays, which it offers for rent to tourists through the Policyholder.

Claim

Any request for damages, whether amicable or litigious, made by a Third Party or its successors against the Insured Party.

Secondary residence

A Dwelling, other than the Domicile, used for weekends, leisure or vacations.

Loss

Regarding the Personal Liability Cover of the Insured Party:

The manifestation of Damage for the Insured Party where this Damage is likely to result in the application of cover under the Insurance Policy.

A Loss is also any Damage or range of Damage caused to Insured Parties at the fault of the Insured Party, resulting from a harmful event and giving rise to one or more Claims.

For other cover:

Event whose occurrence meets the conditions required under the Insurance Policy and likely to result in the application of one of the subscribed covers.

For all cover:

The range of Damage stemming from the same original cause constitutes a single Loss.

Balance owed

The difference between the total amount of the cost of the Short-Term Rental and the amount(s) of the deposit or down payments paid at the time of the Loss.

Policyholder

The legal entity, specified in the Booking contract of the Insurance Policy, that:

- Takes out the Insurance Policy to be able to offer it to its customers;
- That negotiated the Insurance Policy with the Insurer and that signs it;
- That undertakes to receive the Insurance Premiums from the Member and to transfer them to the Insurer.

Geographic scope

To be eligible to take out the Insurance Policy and/or benefit from the cover of this policy, the Domicile of the Member and/or of all Insured Parties must be within one of the European Economic Area member countries.

Third party

Any individual or legal entity other than: The Insured Party himself/herself; His/her Close Relatives;

Persons who visit him/her at the place of the stay;

The Policyholder and its authorized representatives, irrespective of whether or not they are employees.

Wear and tear

Loss of value or depreciation, as of the day of the Loss, of the value of an item caused by prolonged use or maintenance conditions.

Vandalism

Wilful destruction and/or degradation of a real estate or movable property located inside the Short-Term Rental by an Insured Party, proof of which the Insured Party must provide, and for which event the Insured Party must report to the local authorities.

Depreciation

Consequences of Wear and Tear, age or of the general condition, as of the day of the Loss, on the value of an item.

Theft

The disappearance, destruction or deterioration of a movable item belonging to the Tenant located inside the Short-Term Rental and resulting from Theft or attempted Theft by a Third Party in the circumstances provided for in this Insurance Policy, proof of which the Insured Party must provide, and for which event the Insured Party must report to the local authorities.

2. Effective date and time of Cover

The Insured Party is covered on the following day at **Midnight (00:00)** after the Policyholder receives the signed Booking Agreement and the cheque in payment of the deposit, down payment or full payment of the premium and during the period of the stay shown on the Booking Agreement.

Should the cheque for the deposit or down payment be rejected by the bank for insufficient funds or any other reason whatsoever, the cover hereof would be null and void, unless the Member completes the payment within the time allowed by law.

Title II – Type of insurance cover

Chapter 1 - Cancellation of the Short-Term Rental

1. Purpose of the cover

The Insurer shall refund to the Member or to his/her successors the amount of the deposit or down payment(s) or any other sum paid to the Policyholder for the Booking and Services Appendices, which the latter may keep, in accordance with the Booking contract, provided the stay is cancelled strictly as a result of one of the Events stipulated in sub-paragraph 2 below, and if the Cancellation is requested before taking possession of the Short-Term Rental.

The refund of the Services Appendices only applies for a full Cancellation of the rental.

2. Covered events

Cancellation due to death, Serious Illness, Accident, worsening of the aftereffects of an Accident or of a Pre-existing Illness.

- The death of an Insured Party, of his/her Spouse or of one of their Close Relatives.
- A Serious Illness of an Insured, of his/her Spouse or of one of their Close Relatives.
- An Accident to an Insured, his/her Spouse or one of their Close Relatives.
- Worsening of the aftereffects of an Accident or of a Pre-existing Illness of the Insured Party.

Cancellation for substantiated causes:

- a) Serious Property Damage occurring at the Home of the Insured Party or in his/her secondary residence or on the premises of the business belonging to him/her that absolutely require him/her to be present there.
Compensation from the Insurer is only granted if the Serious Property Damage occurs within Seven (7) Days preceding the date of taking possession of the Short-Term Rental, and occurs at the Home, the Secondary Residence or the business premises if the Insured Party is a tradesperson, retailer, company manager, or carries out a professional occupation.
- b) The Member's inability to pay the Balance Owed to the Policyholder pursuant to his/her Redundancy or pursuant to his/her Spouse's redundancy.
- c) Compensation from the Insurer is only granted if the Redundancy of the Member or of his/her Spouse occurs between the Effective Date of this Insurance Policy specific to the "cancellation of the short-term rental" cover and the date of taking possession of the Short-Term Rental.
- d) If the Insured Party is unable to take possession of the Short-Term Rental following a summons:
 - As member of a Jury;
 - As part of a child adoption procedure.
- e) The inability, for the Member or for the Insured Parties on whose behalf the Member has taken out this Insurance Policy, to travel to the location of the Short-Term Rental he/she/they reserved following a general blockage of all means of transport (ground, rail or air) needed to take possession of the rented property.
Compensation from the Insurer shall only be granted if:
 - **The blockage occurs during Forty-Eight (48) Hours preceding the day of taking possession of the Short-Term Rental.**
 - **The blockage is certified by the Mayor of the town where the Short-Term Rental is located and/or by any other supporting document, such as a declaration from the Prefecture, the Tourist Office, the rail company or airline, or an article in the national and/or regional press.**
- f) If the Member or the Insured Parties on whose behalf the Member has taken out this Insurance Policy are obliged to cancel the stay pursuant to a prohibition to go to the location of the Short-Term Rental because of risks of pollution or epidemics.
- g) If the Member or the Insured Parties on whose behalf the Member has taken out this Insurance Policy, are obliged to cancel the stay pursuant to a Natural Disaster or to a Forest Fire occurring at the location of the Short-Term Rental.

Compensation from the Insurer shall only be granted for covers e) and f) if:

- **The prohibition comes from a competent local authority.**
- **The prohibition concerns a five-kilometer perimeter around the Short-Term Rental, and does not allow the Insured Party to enjoy the environment in the normal way, and prevents him/her from taking advantage of the services that caused said Rental.**

In case of a dispute between the Insured Party and the Insurer, the parties will consult the opinion of the Town Hall or the Departmental Equipment Directorate (DDE) as to the merits of the Cancellation, given the local repercussions of the event on tourism.

The cover is available:

- For all cases of Cancellations that are unforeseeable at the date of taking out this Insurance Policy, not caused by the Member or Insured Parties, and substantiated;
- In case of a Cancellation, for a substantiated cause, by one or more persons registered at the same time in respect of this agreement;
- In case of insufficient or excess snow:
 - o In a Ski Area where the top of the skiing track is above the altitude of **One Thousand Six Hundred (1,600) Meters;**
 - o For all departures falling between the first week of Christmas school holidays and April 15, during the period when ski lifts are open at the resort where the Insured Party is staying;

- o When it causes the closure of over **Two-Thirds (2/3)** of the tracks of the Ski Area of the residence in which the Insured Party is staying for at least **Two (2) Consecutive Days**, within the **Two (2) Days** preceding the Insured Party's departure OR in case of a stoppage of the ski lifts or of complete closing of inter-resort links for at least **Two (2) Consecutive Days** within the **Two (2) Days** preceding the Insured Party's departure.

3. Maximum guaranteed amounts

Upon the occurrence of one of the Events listed above, the Insurer shall compensate the Member for the amount of the deposit or down payment he/she paid or of any other sum he/she paid to the Policyholder, in accordance with the terms and conditions of the Short-Term Rental, with an upper maximum of **Ten Thousand Euros (€10,000)** per cancelled Booking Agreement and per Loss,

- **With no excess following a Death, Serious Illness, Accident, worsening of the aftereffects of an Accident or of a Pre-existing Illness.**
- **After deducting Twenty Per cent (20%) with a Seventy-Five Euro (€75) minimum for the other substantiated causes.**

Upon the occurrence of one of the Events listed above, under sub-paragraphs d) to g) of paragraph B, the amount compensated by the Insurer is limited to **Two Hundred Thousand Euros (€200,000)** per Event and:

- **Irrespective of the number of Claims;**
- **Irrespective of the number of Short-Term Rentals cancelled and eligible for compensation under this Insurance Policy.**

Where the total amount of the Loss exceeds **Two Hundred Thousand Euros (€200,000)** the Insurer shall make a distribution proportional to the sum paid by each Member.

It is agreed by the parties that this two hundred thousand Euro (€200,000) maximum is not cumulative with the cover of chapter 2 - interruption of the short-term rental stay.

Chapter 2 - Interruption of stay or late arrival at the Short-Term Rental

1. Purpose of the cover

The Insurer shall reimburse the Member for the amount of the unexpired or unused rental or Services Appendices following an interruption of stay or late arrival due to the occurrence of one of the events listed below.

The refund of the Services Appendices only applies for an interruption of stay or a late arrival in the rental.

2. Events covered during the stay

- a) The death of an Insured Party, of his/her Spouse or of one of their Close Relatives.
- b) A Serious Illness of an Insured, of his/her Spouse or of one of their Close Relatives.
- c) An Accident to an Insured, his/her Spouse or one of their Close Relatives.
- d) Worsening of the aftereffects of an Accident or of a Pre-existing Illness of the Insured Party.
- e) Serious Property Damage occurring at the Home of the Insured Party or in his/her secondary residence or on the premises of the business belonging to him/her that absolutely require him/her to be present there.
- f) If the Member or the Insured Parties on whose behalf the Member has taken out this Insurance Policy are obliged to interrupt the stay pursuant to a prohibition to remain at the location of the Short-Term Rental because of risks of pollution or epidemics.
- g) If the Member or the Insured Parties on whose behalf the Member has taken out this Insurance Policy, are obliged to interrupt the stay pursuant to a Natural Disaster or to a Forest Fire occurring at the location of the Short-Term Rental.
- h) The inability, for the Member or for the Insured Parties on whose behalf the Member has taken out this Insurance Policy, to travel to the location of the Short-Term Rental he/she/they reserved following a general blockage of all means of transport (ground, rail or air) needed to take possession of the rented property at the scheduled date.
Compensation from the Insurer shall only be granted if:
 - The blockage occurs during the Forty-Eight (48) Hours preceding the day of taking possession of the Short-Term Rental.
 - The blockage is certified by the Mayor of the town where the Short-Term Rental is located and/or by any other supporting document, such as an affidavit from the Prefecture, the Tourist Office, the rail company or airline, or an article in the national and/or regional press.

Compensation from the Insurer shall only be granted for covers f), g) and h) if:

- **The prohibition comes from a competent local authority.**
- **The prohibition concerns a five-kilometer perimeter around the Short-Term Rental, and does not allow the Insured Party to enjoy the environment in the normal way, and prevents him/her from taking advantage of the services that caused said Rental.**

In case of a dispute between the Insured Party and the Insurer, the parties will consult the opinion of the Town Hall or the Departmental Equipment Directorate (DDE) as to the merits of the Cancellation, given the local repercussions of the event on tourism.

3. Maximum guaranteed amounts

Upon the occurrence of one of the Events listed above, the Insurer shall compensate the Member **in proportion to the number of unused rental days, limited to the amounts shown in the table of covers, with an upper limit of Ten Thousand Euros (€10,000).**

Upon the occurrence of one of the Events listed above, under sub-paragraphs f) and g), the maximum amount compensated by the Insurer is limited to **Two Hundred Thousand Euros (€200,000)** per Event and:

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- **Irrespective of the number of Claims;**
- **Irrespective of the number of Short-Term Rentals interrupted and eligible for compensation under this Insurance Policy.**

Where the total amount of the Loss exceeds **Two Hundred Thousand Euros (€200,000)** the Insurer shall make a distribution proportional to the sum paid by each Member.

It is agreed by the parties that this two hundred thousand Euro (€200,000) maximum is not cumulative with the cover of chapter 1 - interruption of the short-term rental stay.

Chapter 3 - Exclusions common to the cancellation of the Short-Term Rental stay cover and to the interruption of the Short-Term Rental stay cover

In addition to the general exclusions applicable to the policy, the following are excluded:

- Cancellation justified by the hospitalisation of a person at the time of booking the stay or of taking out this policy;
- illness of an Insured Party requiring psychological or psychotherapeutic treatment, including nervous breakdowns having led to a hospital admission of less than Four (4) Consecutive Days at the time of cancellation of the stay;
- an Insured Party forgetting to be vaccinated;
- Accidents resulting from practicing the following sports: bobsleigh, rock climbing, skeleton, mountaineering, competition luge, all airborne sports, as well as those resulting from taking part in or training for matches or competitions;
- failure to present, for any reason whatsoever, documents essential to the stay, such as identification papers, visa, transport documents, vaccination log;
- illnesses, Accidents having been previously observed, a relapse, aggravation or hospitalisation between the date of purchase of the stay and the date of taking out this policy;
- application fees, taxes, visa fees and insurance premiums related to the trip and to taking out this policy, paid by one Insured Party or the Insured Parties.
- Cancellations due to pregnancy not justified by medical complications (miscarriage, consequences after birth) occurring after the effective date of booking.
- Cancellation by the Policyholder or by the owner of the rented property.
- Cancellation of a stay for a thermal cure or in a rest or convalescence home.

Chapter 4 - Medical expenses during the Short-Term Rental outside the Insured Party's Home Country

This cover shall apply during stays within the European Economic Area, excluding the Home Country.

This cover is available to the Insured Party having suffered the Damage, with a limit of **One Hundred And Fifty Thousand Euros (€150,000)** per claim, for Accident or Serious Illness. It will cover the costs occasioned by a hospitalisation, as well as all consultation fees, pharmacy fees, X-ray and medical analysis fees, after deducting the refunds from Social Security and any other supplemental body.

All these costs must be exclusively prescribed by a practitioner legally authorised to practice his or her art and holding the diplomas required in the country where he or she operates.

In case of hospitalisation at the location of the stay, the resulting costs shall be covered directly by CHUBB ASSISTANCE.

In this case, the Insured Party must contact CHUBB ASSISTANCE upon his or her arrival at the Admissions Desk of the Hospital.

Other medical costs shall be reimbursed to the Insured Party upon the Insurer's receipt of all supporting evidence.

Costs of dental care, resulting from a covered Accident, shall be limited to **Three Hundred Euros (€300)** per tooth with a maximum of **One Thousand Euros (€1,000)** per Loss. Emergency dental care will be reimbursed at **Seventy Per cent (70%)** of actual cost, with a limit of **four hundred Euros (€400)** per Loss, after applying a **Thirty Euro (€30)** excess per Loss.

"Emergency dental care" here means dental costs that cannot be deferred in time, because of the Insured Party's pathological status and dispensed for the following care: bandage, filling, devitalisation and extraction.

The costs of optical, dental, and acoustic prostheses, resulting from a covered Accident, shall be limited to **Five Hundred Euros (€500)** per prosthesis.

The following shall remain formally excluded:

- Costs of a functional prosthesis and/or resulting from a Pre-Existing Illness.
- Optical costs not resulting from an Accident.
- Costs of dental care that are not the result of an accident, excluding emergency dental care as defined above.
- Costs incurred in the Insured Party's Home Country.
- Costs of spa treatments and stays at a rest home. Rehabilitation costs.
- Costs brought about by an Accident or a Serious
- Illness whose first observation occurs before the date of taking possession of the Short-Term Rental.
- Costs incurred if the Insured Party does not suffer from a serious medical condition or if the treatment can reasonably be delayed until the Insured Party returns to his or her Home Country.

Chapter 5 - Legal Assistance

Chubb Assistance shall cover up to **Five Thousand Euros (€5,000)** the fees of legal representatives whom the Insured Party may call in, if he or she is prosecuted for an unintentional violation of the laws of the country in which he or she is located that do not involve his/her criminal liability.

This cover shall be available only outside of the Home Country.

Chapter 6 - Personal Liability of the Insured Party

This cover works as a supplement to the Insured Party's home insurance policy, or where there is no policy.

The Insurer will cover:

1. Rental liability

After a Fire, Explosion, Water Damage, Damage due to Freezing starting within the premises of the Short-Term Rental following and due to an act of the Insured Party, the financial consequences of the Insured Party's liability under Articles 1732 to 1735 and 1302 of the French Civil Code for damage caused to movable and immovable property belonging to the Owner of the rented home, experts fees and costs of cost of moving and putting back as well as costs for rehousing made essential by a cover loss.

The Insurer shall also cover the financial consequences, loss of rent payments, or loss of use suffered by the Owner.

The Rental Liability cover is subject to a limit of **One Million Five Hundred Thousand Euros (€1,500,000) per loss**

2. Claims by neighbours and third parties

After a Fire, Explosion, Water Damage, Damage due to Freezing starting within the premises of the Short-Term Rental following and due to an act of the Insured Party, the possible financial consequences of the Insured Party's liability pursuant to Articles 1382, 1383, 1384 of the French Civil Code for property damage caused to neighbours and third parties for which the rental liability cover above was triggered.

The Claims by neighbours and third parties cover is subject to a limit of **Four Hundred and Fifty Thousand Euros (€450,000) per loss**

3. Personal Liability for Theft, Vandalism and various damages

The possible financial consequences of the Insured Party's liability pursuant to Articles 1382, 1383, 1384 of the French Civil Code for Thefts, acts of Vandalism or for damage to the movable property present within the Short-term Rental or to the structure of the Short-Term Rental.

The Personal Liability for Theft, Vandalism cover is subject to a limit of **Three Thousand Euros (€3,000) per loss**

The Personal Liability for various Damages cover operates **after the security deposit has been fully depleted** and is subject to a limit of **Two Thousand Euros (€2,000) per loss**

As regards Theft, Vandalism and various damages:

- All damages that do not involve the personal liability of an Insured Party.
- All damages to the property of an Insured Party. Water damage coming from or originating in the common portions of the condominium is excluded.
- Fires, Implosions and Explosions coming from or originating in the common portions of the condominium are excluded.
- Freezing coming from or originating in the common portions of the condominium is excluded.

Chapter 7 - Costs of Search and Rescue during the Short-Term Rental

The Insurer shall cover up to **Five Thousand Euros (€5,000) per Insured Party and Fifteen Thousand Euros (€15,000) per Event** for search and rescue costs incurred during the Short-Term Rental period.

Only costs that are advanced by local authorities or

bodies authorized to rescue the Insured Party and that are invoiced to the Insured Party will be reimbursed.

Title 3 - General Provisions

Chapter 1 - The Information Assistance and Travel Assistance cover

1. Information services regarding VISAS

CHUBB ASSISTANCE shall assist the Insured Party upon request by supplying him or her with information about the requirements related to obtaining a visa for foreign countries.

2. Information services regarding vaccinations

CHUBB ASSISTANCE shall assist the Insured Party upon request by supplying him or her with information about the requirements related to vaccinations for foreign countries.

3. Medical advice by phone

CHUBB ASSISTANCE shall provide the Insured Party with medical advice by phone about the countries of destination visited during the stay.

Said advice must not be interpreted as a diagnosis.

4. Transmission of messages

In case of absolute impossibility, independent of the will of the Policyholder or the Insured Party, of sending an urgent message, CHUBB ASSISTANCE shall make every effort to inform the persons concerned in a timely manner.

The authors of the messages shall be solely responsible for them and must be identified, as CHUBB ASSISTANCE shall have only a role of intermediary for their transmission.

5. Passport/identity document assistance

In case of loss, theft or involuntary destruction of the passport, visa or identity documents of the Insured Party during his or her trip, CHUBB ASSISTANCE shall inform him or her to provide assistance, in the various necessary steps, to have them re-established.

IMPORTANT: As part of the aforementioned cover, CHUBB ASSISTANCE shall assume only a service. In case of a Loss involving the cover:

"4. Transmission of messages": the Policyholder must provide any correspondence making it possible to justify the confirmation and/or reservation of the services concerned.

"5. Passport/identity document assistance": in case of theft, destruction or loss, the Insured Party must be able to provide the original of the complaint receipt issued by the competent local authorities.

Chapter 2 - Personal Assistance

Such cover shall be available both abroad and within the home country of the Insured Party.

1. Implementation of cover

For the assistance benefits to be applicable, prior to any intervention involving the cover under the policy, the Insured Party must contact:

CHUBB ASSISTANCE

Phone number from France: 01 40 25 50 25

Phone number from abroad: +33 (0)1 40 25 50 25

2. Emergency Medical Transport

On the advice of its medical authorities, CHUBB ASSISTANCE shall organise, implement and handle the Insured Party's transport to the nearest medical centre or hospital where the appropriate medical care is accessible and not necessarily in the home country. Such transport will be either in a special air ambulance or in a regular airliner.

CHUBB ASSISTANCE shall reserve the absolute right to decide whether the medical condition of the Insured Party is serious enough to justify emergency medical transport.

CHUBB ASSISTANCE shall further reserve the right to decide where the Insured Party will be transported and the means or methods to do so, taking account of all the existing facts and circumstances known to CHUBB ASSISTANCE at the time of the event.

If the Insured Party is evacuated to his or her home, CHUBB ASSISTANCE shall reserve the right to use the transport tickets initially provided for the return of the Insured Party. After the emergency medical transport, if his or her medical condition permits it, the ill or injured Insured Party shall be repatriated to his or her home country by scheduled flight.

Only CHUBB ASSISTANCE's medical authorities shall be authorised to decide on the repatriation, the choice of means of transport, and the place of hospitalisation. Reservations shall be made by CHUBB ASSISTANCE.

3. Sending a Medical Practitioner on site

If the Insured Party's condition requires it and if the circumstances require it, CHUBB ASSISTANCE may decide to send a medical practitioner or a medical team on site in order to better evaluate the measures to be taken and to organise them.

CHUBB ASSISTANCE shall cover the expenses for travel and consultation of the tasked physician.

4. Repatriation to the Home of the Insured Party

Where the Insured Party is in a condition to leave the hospital, CHUBB ASSISTANCE shall organise and take responsibility for the repatriation of the Insured Party to his or her Home.

The repatriation as well as the best-suited means shall be decided and chosen by CHUBB ASSISTANCE.

5. Repatriation of the body in case of Death

In case of death of an Insured Party, CHUBB ASSISTANCE shall cover and organise the transport of the Insured Party's body to his or her home.

Coverage of the price of the casket shall be limited to **Three Thousand Euros (€3,000)**.

This service shall also apply to the transport of the body having been temporarily buried in accordance with the practices and local requirements in order to be buried again or cremated in the home country of the Insured Party.

Burial, embalming, and ceremonial costs, unless made mandatory by local laws, shall not be covered by CHUBB ASSISTANCE.

6. Accompaniment of the deceased

If, following the death of an Insured Party not accompanied during his or her trip, the presence of a member of his or her family proves to be necessary to identify the body and/or participate in the formalities of repatriation or cremation, CHUBB ASSISTANCE shall make available to a family member remaining in the home country a round trip ticket for air travel (tourist class) or train travel (1st class) to allow him or her to go to the place where the deceased is located.

CHUBB ASSISTANCE shall cover the expenses of the stay up to a maximum amount of **One Hundred Euros (€100)** over a maximum period of **Five (5) Days**.

7. Early return of the Insured Party following the Death or Hospitalisation of a Relative of the Insured Party

If the Insured Party has to interrupt his/her stay while on a trip, because of the death or hospitalisation of his/her Spouse, a first-degree Ascendant or Descendant, a sister, a brother, a mother-in-law, a father-in-law, a daughter-in-law, a son-in-law, a sister-in-law or a brother-in-law, CHUBB ASSISTANCE shall make available to him or her and cover the cost of a round-trip ticket for air travel (tourist class) or train travel (1st class) from the place where he or she is staying to the location of burial or hospitalisation in the home country of the Insured Party.

8. Early return of the Insured Party in case of serious damage to his or her Home

In case of serious property damage to the Insured Party's home of more than Fifty Per cent and absolutely requiring his or her presence at the premises, CHUBB ASSISTANCE shall organise and cover the cost of a round-trip ticket for air travel (tourist class) or train travel (1st class) in order to allow him or her to return to his or her damaged home. "Serious damage" here means an event such as a fire, explosion, implosion, water damage or storm that so damaged the home of the Insured Party as to make it uninhabitable.

This cover shall be granted up to the limit where the Insured Party cannot use the transport ticket provided as part of his or her stay.

9. Presence with the hospitalised Insured Party

If the Insured Party is hospitalised and if his or her condition prevents repatriation to his or her home, CHUBB ASSISTANCE shall make available to three members of his or her family, round-trip tickets for air travel (tourist class) or train travel (1st class) so that they can go to his or her bedside, only for departures from the Insured Party's Home Country. CHUBB ASSISTANCE shall organise, cover the cost of the hotel stay for these persons, and cover the cost of their actual costs, on presentation of the original supporting evidence, up to a maximum of **One Hundred Euros (€100)** per day and per person for a period not exceeding **Five (5) Days**.

It is specified that the coverage of costs shall pertain strictly and only to the costs of renting the hotel room, to the exclusion of any other costs.

10. Shipping of essential medicines not available on site If an Insured Party travelling abroad is unable to find medicines necessary for his or her health or their equivalents on site, CHUBB ASSISTANCE shall procure them and ship them as soon as possible, to the extent that the national and international laws permit it.

This cover shall not be granted as part of:

- Long-term treatment that requires regular shipping spread over the entire duration of the stay;
- A request for a vaccine;
- Contraception.

11. Coverage of expenses for extension of the Insured Party's stay

If the Insured Party's state of health does not require his or her hospitalisation, and CHUBB ASSISTANCE cannot complete his or her repatriation, and the planned duration of the Assignment is finished, CHUBB ASSISTANCE shall cover the costs of extending his or her stay up to **One Hundred Euros (€100)** per day until his or her repatriation, for a maximum of **Five (5) Days**.

12. Recovery and routing of the Insured Party's automobile

If the Insured Party uses a personal or company motorised vehicle for all or part of his/her trip,

And,

If, following a covered accident or illness during the stay, the Insured Party is hospitalised for more than **Ten (10) Days**, or is repatriated but wholly unable to drive,

And,

If no accompanying person is authorised to drive the vehicle, **CHUBB ASSISTANCE** shall organise and cover the cost of the transport of a person close to the Insured Party, residing in the same home country as him/her, so that he/she can recover the immobilised vehicle and return it to the Insured Party's Home.

CHUBB ASSISTANCE shall cover:

The cost of a taxi if the outbound trip is less than Thirty Kilometres.

The cost of a ticket for train travel (1st class) if the outbound trip is Thirty Kilometres or more.

The cost of a ticket for air travel (economy class) if the train trip is more than **Five (5) Hours**.

This cover shall be granted only in Metropolitan France. CHUBB ASSISTANCE shall be solely authorised to decide on the choice of the trip as well as the means of transport made available to the person designated by the Insured Party.

CHUBB ASSISTANCE shall not reimburse the following:

- Costs for parking or security of the vehicle;
- Fuel costs;
- Costs caused by a breakdown occurring during the return trip;
- Tolls;
- Fines.

13. Exclusions specific to the Assistance cover

Except for the exclusions specified in these General Terms and Conditions, CHUBB ASSISTANCE:

- May not intervene outside the limit of the approvals given by the local authorities.
- May not in any case take the place of the local emergency assistance organisations or cover the expenses thus incurred.
- Shall not be held liable for defaults or setbacks in the performance of the obligations resulting from cases of force majeure or events such as civil war, foreign war, revolution, popular movement, riot, strike, seizure or constraint by public force, official ban, piracy, explosion of a device, nuclear or radioactive effect, or weather-related obstacles.
- Is not required to intervene in cases in which the Insured Party has voluntarily committed violations of the laws in force in the countries through which he or she passes or in which he or she stays temporarily.
- Events occurring because of the Insured Party's participation as a competitor in sporting competitions, bets, matches, contests, rallies or in their preparatory trials are excluded, as well as the organisation of searches and rescues related to such events.

Title 4 - General Exclusions

Exclusions common to all cover

Damage directly or indirectly related to the following are excluded from the cover specified in this policy:

- Infection resulting from human intervention following a covered Accident;
- Bodily harm caused by an Act of Terrorism, Act of Sabotage, Attack, or Assault suffered by the Insured Party, if it is demonstrated that the Insured Party played an active role as the perpetrator or instigator of such events;
- Epileptic seizure, ruptured aneurism, myocardial infarction, cerebral embolism, subarachnoid haemorrhage;
- Damage intentionally caused or triggered by the Insured Party;
- Damaged caused by suicide or attempted suicide of the Insured Party;
- Foreign War;
- Civil War;
- Use of narcotics not medically prescribed;
- Beauty, psychological or psychotherapeutic treatment;
- Illness, accident, pregnancy and generally any change in health conditions of which the first symptoms occurred before the booking date of the stay;
- Medical prohibition from health cures;
- Practice of a sport as a professional;
- All direct or indirect effects of explosions, releases of heat, irradiation coming from nuclear transmutation or radioactivity, or from exposure to any substance, or biological or chemical contamination.

Title 5 –Declaration, necessary documents, and reimbursement of Losses

Cover is revoked for all losses filed with the Managing Broker later than Five (5) Days after they occurred, except where the Insured Party can substantiate the force majeure event that prevented him/her from completing the filing within this period.

The Insured Party/Member who intentionally provides false information or uses false or distorted documents with the intent to mislead the Insurer shall lose any right to the cover for the Loss in question.

The Insured Party must immediately take all useful measures to limit the consequences of the Loss, failing which forfeiture shall ensue.

The Insurer's medical practitioner must have free access to the Insured Party/Member to determine his or her condition. Any unjustified refusal to comply with this assessment, after a formal notice has been provided by registered letter, shall result in the Forfeiture of the Insured Party/Member.

1. Documents to be provided

1.1. For all cover

The Insurance Policy number and the Insurance Agreement number.

The contact details for the Insured Party/Member.

A photocopy of the Booking Agreement in question signed by both parties, or proof of their agreement.

1.2. For triggering the insurance cover

The Loss claim must be sent within **Five (5) Business Days** of the occurrence of the event that triggered the cover, to the following address:

DIOT MONTAGNE

Résidence le Grand Cœur - Building B
298, Avenue Maréchal Leclerc - CS 80023
73704 BOURG SAINT MAURICE Cedex

Chubb European Group Limited is an insurance company subject to English law, with registered office at 100 Leadenhall Street, London EC3A 3BP, company number 1112892, and with French branch located at Le Colisée, 8, avenue de l'Arche, Courbevoie (92400), identification number 450 327 374 R.C.S. Nanterre. Chubb European Group Limited is authorised and controlled by the Prudential Regulation Authority (PRA: 20 Moorgate, London EC2R 6DA, United Kingdom) and controlled by the Financial Conduct Authority (FCA: 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom).

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1.3. For the cancellation of the Short-Term Rental

A photocopy of the Booking Agreement.

A medical certificate or certificate of hospitalisation specifying the nature, seriousness and history of the Illness or Accident, as well as the foreseeable consequences thereof, photocopies of prescriptions for the course of treatment, the medicines prescribed and the analyses and examinations carried out. To this end, the Insured Party must give leave to his/her medical practitioner to break doctor/patient privilege in respect of the Insurer, or take any action so that the attending medical practitioner of the person whose Illness or Accident triggered the Cancellation is free from doctor/patient privilege; All statements from Social Security (or any other insurance) relating to reimbursements for the cost of treatment and daily allowance payments;

The death certificate if this was the reason for the cancellation;

Substantiation of the family relationships (copy of family books, etc.) when the person who triggered the cancellation is not the Insured Party/Member;

Any official document settling forth the serious nature of the damages that caused the cancellation;

The Booking Contract or statement of Insurance (or a legible photocopy thereof).

For Accidents, the Insured Party/Member is responsible for specifying its causes and circumstances, as well as the names and addresses of the witnesses.

1.4. For the interruption of the Short-Term Rental stay

A photocopy of the Booking Agreement;

any official document establishing the Death, Illness, Accident, Pollution and Epidemic risks, the Natural Disaster, the seriousness of the damage that caused the early return;

a statement or supporting document from the Assistance Provider confirming the date and cause of the early return.

1.5. For medical expenses during the Short-Term Rental outside the home country

Reimbursement of medical costs excluding Hospitalisation is

made when the Insured Party/Member provides all the required supporting documents to the Insurer.

The Insured Party/Member or his or her Successors undertake to take all measures necessary to obtain the reimbursement of such costs (in full or in part) from Social Security and/or other supplementary bodies with which the Insured Party is affiliated and to immediately repay any sum collected in that capacity to the Insurer.

The Insurer shall be responsible for the supplemental costs reimbursed by Social Security and/or other supplemental bodies to which the Insured Party or his/her Successors belong.

This additional responsibility is limited to **One Hundred And Fifty Thousand Euros (€150,000)** per loss.

1.6. For search and rescue costs

In order for reimbursements to be made, the Insured Party/Member must provide the Insurer with the original of the detailed request for reimbursement of search and rescue costs coming from the local authorities.

1.7. For triggering the assistance benefits

For the assistance benefits to be applicable, prior to any intervention involving the cover under the policy, the Insured Party must contact:

CHUBB ASSISTANCE

Phone number from France: 01 40 25 50 25

Phone number from abroad: +33 1 40 25 50 25

Specify Agreement number 920 741 followed by the Policy number

1.8. For medical expenses during the Short-Term Rental outside the home country

In case of an Accident or Illness requiring Hospitalisation in situ, the Insured Party/Member shall contact CHUBB ASSISTANCE so that payment for the costs is made directly to the hospital by CHUBB ASSISTANCE, without the Insured Party/Member having to make any advance payment.

The Policyholder/Member or his or her successors undertake to take all measures necessary to obtain the reimbursement of such costs (in full or in part) from Social Security and/or other supplementary bodies with which the Insured Party is affiliated and to immediately repay any sum collected in that capacity to CHUBBASSISTANCE.

Important: This cover shall be available after acceptance by CHUBB ASSISTANCE, with a limit of **One Hundred and Fifty Thousand Euros (€150,000) per Loss**

1.9. For local services and personal assistance

For the assistance covers to be applicable, the Insured

Party/Member must contact CHUBB ASSISTANCE before any intervention involving the cover under the policy.

1.10. Policy subject to the principle of indemnity

This Insurance Policy is subject to the principle of indemnity according to Article L. 121-1 of the French Insurance Code.

The Insured Party/Member is reminded that according to the

principle of indemnity, the compensation payable by the Insurer may not exceed the actual amount of the harm and may not be a source of enrichment.

Consequently, compensation from the Insurer may not

exceed the amount of the costs for which the Insured

Party/Member remains responsible after any reimbursements of any kind to which he/she may be entitled.

Title 6 - Obligations of the Insured Party

Proof of operations

The Insured Party hereby accepts that telephone or electronic means be used at the time of taking out the Insurance Policy, of a request to alter some options originally taken out, or of a change in payment frequency. The Insured Party hereby accepts that the electronic information and instructions that may be exchanged between him/her and the Insurer or its representative, and the recordings that he/she has authorised of his/her telephone conversations with the Insurer or its representative (as well as any written transcripts thereof) may be kept by the Insurer. Where appropriate, these electronic discussions and/or recordings constitute valid proof of the operations carried out for contractual modifications.

Penalties for misrepresentation

Any concealment or intentional misrepresentation or omission or inaccuracy shall cause the application, depending on the circumstances, of Articles L. 113-8 and L.113-9 of the French Insurance Code.

Access to medical information

The Insured Party, acting on his/her own behalf and on behalf of his/her successors, undertakes to facilitate access to his/her medical records by the medical adviser to Chubb European Group Limited. The Insurer undertakes to follow an internal procedure limiting the number of persons having access to the medical information and documents. These persons are bound by an obligation of confidentiality.

Payment of the Premium

The Premium, whose amount is specified in the Booking Reservation is payable at the date shown on the Booking Agreement for the Short-Term Rental. Payment of the Premium is made to the Policyholder. It is stipulated that no refund of the Premium shall be made for any reason whatsoever.

Title 7 – Cancellation of the Policy

The Insurance Policy may be cancelled:

Ipsa Jure

In case of total withdrawal of the Insurer's approval, under the conditions of Article L. 326-12 of the French Insurance Code.

Right to cancel (Article L 112-10 of the French Insurance Code)

You have the right to cancel this policy during a period of 14 calendar days starting from when it is concluded, with no costs or penalty, provided all the following conditions are met:

- **You prove that you are already covered by another policy for one of the losses covered by this policy;**
- **You took out this policy for non-business reasons;**
- **This policy is supplemental to the purchase of a property or service sold by a supplier;**
- **This policy, which you wish to cancel, has not been fully executed;**
- **You have reported no loss covered by this policy.**

In this case, you may exercise your right to cancel this policy by sending a letter or any other durable medium to the Insurer of the new policy, joining a document substantiating the fact that you already benefit from a cover for one of the losses covered by the new policy. The Insurer is obliged to reimburse the premium paid to you within 30 days of your cancellation.

I, M_____ living at _____, the undersigned, interested parties learned of it, and if they prove that they hereby cancel my policy no. FRBOPA19226 taken out with MGM EXPLOITATION, in accordance with Article L. 112-10 of the French Insurance Code.

I hereby declare that, as of the date of sending this letter, I have no knowledge of any loss that would trigger a cover of this policy.

If you want to cancel your policy, but do not fulfil all the conditions above, check the cancellation conditions set forth in your policy.

Title 8 - Miscellaneous

Cumulative Insurance

It is recalled that the covers under the CHUBB HORIZON Policy are subject to the principle of indemnity, according to Article L. 121-1 of the French Insurance Code. In such cases, the compensation payable by the Insurer may not exceed the actual amount of the harm and may not be a source of enrichment.

In case of a loss triggering one of the compensatory covers of the Insurance Policy, the Insured Party must declare the existence of all the other compensatory policies covering all or part of the same risk to the Insurer.

In this case, each insurer shall contribute proportionately to the compensation for the loss suffered, each within the limits of its undertakings.

If the Loss has not been compensated by one or more Insurers beforehand, the Insurer proceeds with compensation according to the rules of the Insurance Policy and issues a claim to the other insurer(s).

Subrogation

Up to the amounts of costs incurred, the Insurer shall take the place of the Insured Party and/or his/her Beneficiaries in their rights and actions against any party responsible for the Loss, under the terms of Article L. 121-12 of the French Insurance Code.

Similarly, if all or some of the benefits provided in execution of the Insurance Policy's cover are fully or partially covered by an insurance policy, a health insurance organisation, Social Security, or any other institution, the Insurer shall take the place of the Insured Party and/or his/her benefits in his or her rights and actions towards the aforementioned organisations and policies.

This is what occurs in cases of cumulative insurance.

Limitation period

Provisions relating to the limitation period for actions resulting from the Insurance Policy are fixed by Articles L 114-1 to L 114-3 of the French Insurance Code, as provided below:

Article L 114-1 of the French Insurance Code:

All actions arising from an insurance policy are subject to a limitation period of two years from the date of the generating event.

However, this period shall run:

1. In case of concealment, omission, or false or inaccurate declaration on the risk involved, solely from the day when the insurer learned of it;

2 In the event of a loss, solely from the day when the interested parties were unaware of it until then.

When the insured party's action against the Insurer is due to the recourse of a third party, the limitation period shall run from the day when this third party initiated a court action against the insured party or was compensated by the insured party. The limitation period shall be increased to ten years for life insurance policies if the beneficiary is a person other than the Policyholder and, for personal accident insurance policies, if the beneficiaries are the successors of the deceased Insured Party.

For life insurance policies, notwithstanding the provisions of paragraph 2, the beneficiary's actions shall be limited in time to no more than thirty years from the death of the Insured Party.

Article L 114-2 of the French Insurance Code:

The limitation period is interrupted by one of the ordinary causes of interruption of the limitation period and by the appointment of experts following a loss. The interruption of the limitation period of the action may also result from the sending of a registered letter with acknowledgement of receipt sent by the insurer to the insured regarding the action for payment of the premium and by the Insured Party to the Insurer regarding the payment of the compensation.

Article L 114-3 of the French Insurance Code:

Notwithstanding Article 2254 of the French Civil Code, the parties to the insurance policy may not, even by mutual agreement, change the length of the limitation period or add causes for its suspension or interruption.

The ordinary causes of interruption of the limitation period referred to in Article L114-2 of the French Insurance Code are set out in Articles 2240 to 2246 of the French Civil Code provided hereinafter.

Article 2240 of the French Civil Code:

The acknowledgement by the debtor of the right of the person whom the debtor attempted to prevent from invoking the statute of limitations interrupts the limitation period.

Article 2241 of the French Civil Code:

The proceedings, even by way of summary proceedings, interrupt the limitation period and the peremptory time limit. The same applies when the proceedings are brought before a court without jurisdiction when the act of referral to the court is quashed on account of a procedural defect.

Article 2242 of the French Civil Code:

The interruption resulting from the proceedings has continuous effect until the proceedings terminate.

Article 2243 of the French Civil Code:

Interruption fails to occur if the plaintiff abandons the proceedings or allows the proceedings to lapse, or if the plaintiff's petition is definitively rejected.

Article 2244 of the French Civil Code:

The limitation period or the peremptory time limit is also interrupted by a protective measure taken pursuant to the code of civil enforcement procedures or an act of forced enforcement.

Article 2245 of the French Civil Code:

The questioning of one of the joint debtors by proceedings or an action of forced enforcement or the acknowledgement by the debtor of the right of the person whom the debtor attempted to prevent from invoking the statute of limitations interrupts the limitation period against all the others, even against their heirs.

However, the questioning of one of the heirs of a joint debtor or the acknowledgement by that heir does not interrupt the limitation period with respect to other co-heirs, even in case of mortgage debt, if the obligation is divisible. This questioning or acknowledgement only interrupts the limitation

period, with respect to other co-debtors, for the portion for which the heir is responsible.

In order to interrupt the limitation period for the entire matter, with respect to other co-debtors, the questioning must be done to all the heirs of the deceased debtor or the acknowledgement must be addressed to all these heirs. **Article**

2246 of the French Civil Code:

The questioning of the principal debtor or its acknowledgement interrupts the limitation period against the surety.

Claim - Mediation

In the event of a claim under the Insurance Policy, the Insured Party may write to:

Chubb European Group Limited
Customer Service
Le Colisée - 8, avenue de l'Arche
92400 Courbevoie, FRANCE
Email: gestionpartenariats@chubb.com

In accordance with Recommendation 2015-R-03 of the ACPR (*Autorité de Contrôle Prudentiel et de Résolution* - the French prudential control authority), in case of a claim, the Insurer undertakes to acknowledge receipt of your claim no later than **Ten (10) Business Days** following its receipt and to respond to it no later than within two months.

In case of disagreement between the Insured Party and the Insurer as to the execution of the Insurance Policy, the parties may, before taking legal action, refer the matter to the Insurance Mediator at the following address:

La Médiation de l'Assurance
TSA 50110
75441 Paris Cedex 09, France
www.mediation-assurance.org

Medical examinations/Expert appraisal in case of disagreement

All necessary measures must be immediately taken to limit the consequences of the loss and speed up the recovery of the Insured Party, who must submit to the medical care required by his or her condition.

The Insurer's physician must have free access to the Insured Party to determine his or her condition. The Insured Party accepts that the medical information on his/her state of health be sent to the Insurer's medical practitioner.

Any unjustified refusal to comply with this assessment, after a formal notice has been provided by registered letter with acknowledgement of receipt, shall result in the forfeiture of the Insured Party.

In the event of a medical dispute, each party shall appoint a physician.

If these physicians fail to reach an agreement, a third physician shall be added to reach a final decision. If one of the parties does not appoint a physician or if the physicians representing the parties do not agree on the choice of the third physician, the appointment shall be done by the President of the District Court of the Insured Party's home. Each party shall bear the fees and costs relating to the intervention of the physician that the party has designated. Fees and costs of the third medical practitioner's intervention shall be divided equally between them.

Where the consequences of the Loss are aggravated by the existence of an illness, a physiological condition, or the refusal or negligence of the Insured Party to submit to the medical care necessitated by his or her condition, the compensation shall be fixed according to the consequences that the same loss would have had in a person of normal health, not having any disability and having undergone appropriate medical treatment.

Incorrect or omitted representations

Where there are errors or omissions in the representations, the Insurer shall have the right to claim, in addition to the amount of the premium, compensation equal to **Fifty Per cent (50%)** of the omitted or estimated premium. Where such errors or omissions may be, by their very nature, size, or repetition, fraudulent, the Insurer shall have the right to repeat the losses paid, independently of the payment of the compensation provided for above (article L 113-10 of the French Insurance Code).

Title 9 - Law on data protection and civil liberties

Pursuant to law no. 78-17 of 6 January 1978 as amended relating to information technology, data files and civil liberties, it is specified that the collection of personal data shall be mandatory in order to enter into this Policy and that, in this capacity, such data shall be processed under the responsibility of the Insurer, which the persons to whom such data pertain accept.

Such data may be used for the purposes of managing the cover taken out in execution of this Policy by the Insurer, its service providers and its partners. Provided that the Insured Party has not previously opposed this, such data may also be used for the Insurer's commercial activities by its service providers and partners.

The Insured Party expressly accepts that his or her data shall be used and transmitted by the Insurer to the service providers and partners for the purposes of managing the subscribed services and updating the collected data. Such data may also be communicated to third parties in order to satisfy legal and regulatory obligations.

The Insured Party shall have the right to obtain communication of his or her data from Chubb European Group Limited, Le Colisée, 8 Avenue de l'Arche 92419 Courbevoie Cedex and to demand, where appropriate, the correction of such data or to oppose the use of such data for development purposes, particularly commercial development.

Chubb European Group Limited is subject to the control of the Prudential Regulation Authority (PRA) and the Financial Conduct Authority (FCA), respectively located at 20 Moorgate, London EC2R 6DA, United Kingdom and 25 The North Colonnade, Canary Wharf, London, E14 5HS United Kingdom.

This Insurance Policy is subject to French law and is governed by the provisions of the French Insurance Code.

Title 10 - Summary table of covers under the Chubb Horizon Tenant Policy

Cover Detail/Benefit	Upper limit incl. taxes, per rental
Cancellation of the rental	Amount of the Deposit, Down payment or balance paid or owed to the Agency, with a €10,000 maximum
- Due to Death, Serious Illness, Accident, including worsening of the aftereffects of an Accident or of a Pre-existing Illness	No Excess
- Cancellation for any substantiated reason	Excess: 20% - €75 minimum
Interruption of stay/Late arrival	In proportion, with a €10,000 maximum
Medical costs abroad	€150,000
- Cost of dental care	€300/tooth with a €1,000 maximum
- Cost of an optical, dental, and acoustic prosthesis	€500/prosthesis
Legal assistance	€5,000
Personal Liability of the Insured Party	
- Rental liability	€1,500,000
- Claims by neighbours and third parties	€450,000
- Civil liability:	
* Theft/Vandalism	€3,000
* Various damages	€2,000
Search and rescue costs	€5,000/Insured Party, with a limit of €15,000/Event
Information and travel assistance	See General Terms and Conditions
- Information services regarding VISAS	
- Information services regarding vaccinations	
- Medical advice by phone	
- Transmission of messages	
- Passport/identity document assistance	
Personal assistance	See General Terms and Conditions
- Emergency medical transport	
- Sending a medical practitioner on site	
- Repatriation to the Home of the Insured Party	
- Repatriation of the body in case of Death	
- Accompaniment of the deceased	
- Early return of the Insured Party following the Death or Hospitalisation of a Relative of the Insured Party	
- Early return of the Insured Party in case of serious damage to his or her Home	
- Presence with the hospitalised Insured Party	
- Shipping of essential medicines not available on site	
- Coverage of costs for extension of the Insured Party's stay	
- Recovery and routing of the Insured Party's automobile	

Contactez-nous

Chubb
Service Clients
Le Colisée - 8, avenue de l'Arche
92400 Courbevoie
France.ServiceClientsADP@chubb.com
www.chubb.com/fr

A propos de Chubb

Chubb est la société d'assurance IARD cotée en bourse la plus importante au monde. Présente dans 54 pays, Chubb offre des assurances de dommages et de responsabilités aux particuliers et aux entreprises, des assurances santé et prévoyance aux particuliers, de la réassurance et des assurances vie à un éventail de clients très diversifié. En tant que compagnie de souscription nous évaluons et gérons les risques avec clairvoyance et discipline. Nous gérons et indemnisons les sinistres rapidement et avec objectivité. Nous allions précision et savoir-faire avec nos dizaines d'années d'expérience pour concevoir et délivrer les meilleures garanties et services aux particuliers et aux entreprises de toutes tailles.

La société se caractérise par l'étendue de son offre de produits et de ses prestations de services, l'ampleur de son réseau de distribution, son exceptionnelle solidité financière et de ses opérations dans les divers pays du monde.

Chubb protège les risques des entreprises de toutes tailles, des groupes multinationaux aux moyennes et petites entreprises avec des garanties et services d'ingénierie des risques. Elle couvre également les biens importants de particuliers fortunés. Elle propose des produits de prévoyance et de protection de budget pour les particuliers et offre aux employeurs et groupements des solutions d'assurance individuelle accident et des couvertures pour les risques de mobilité. Enfin, elle met en place des solutions de réassurance.