

# Holiday Rental Insurance

## YOUR SUBSCRIPTION TO POLICY NO. 01049989

### → PURPOSE OF THE POLICY

You have taken out a specific insurance policy for your short-term holiday rental, to ensure maximum protection before and during your stay. This document is contractually binding and sets out the "General Provisions" of the HOLIDAY RENTAL INSURANCE (ASSURANCE LOCATION SAISONNIÈRE) policy have been drawn up by LIBBELA (an insurance brokerage, a single-person simplified joint stock company the registered office of which is located at 28 rue de l'Amiral Hamelin 75116 Paris, registered in the PARIS Trade and Company Register (RCS) under the number 835 022 294, and with the ORIAS under the number 18001448) and AREAS DOMMAGES (a mutual insurance company registered in the Paris Trade and Company Register under the number 775 670 466, located at 47-49 rue de Miromesnil 75390 Paris cedex).

### → RIGHT TO CANCEL YOUR MEMBERSHIP

Information document for exercising the right to withdraw, as provided for in article L. 112-10 of the Insurance code.

You have the right to withdraw from this policy within thirty days (calendar days) of its conclusion, free of charge or penalty. However, if you benefit from one or more insurance premiums with a free period, so that you do not have to pay a premium for one or several months at the start of the policy, this period only runs from the payment of all or part of the first premium.

Exercising the right of withdrawal is subject to the following four conditions:

- 1° You have taken out this policy for non-business purposes;
- 2° This policy is supplementary to the purchasing of a good or service sold by a supplier;
- 3° The policy you wish to cancel has not been fully performed;
- 4° You have not submitted any claim covered by this policy.

In this situation, you may exercise your right to withdraw from the policy by letter or any other durable medium sent to the policy's insurer. The insurer is obliged to refund the premium paid within thirty days of your withdrawal.

Additionally, to avoid a duplication of cover, you should check that you do not already have cover for any of the risks covered by the policy you have taken out.

*"I, the undersigned Mr./Mrs ... residing ... hereby cancel my policy No..... taken out with ....., in accordance with*

*article L 112-10 of the French Insurance Code. I hereby certify that on the date of dispatch of this letter, I am not aware of any Claim under the policy".*

### → HOW THE COVER WORKS

Cover is acquired by payment of the premium, for which the rent stipulated in the Rental Agreement serves as the basis for compensation, and/or by separate subscription form. Ancillary services, such as transport, may be included, provided they are combined with the Rental booking and the premium also covers these services.

In order to be valid, the subscription to this policy must take place at the same time as the registration for the trip. As a waiver to the above, this policy may be taken out within 7 days of booking the rental, provided that the trip does not begin within the 20 days following the date of subscription to the policy, with it being hereby understood that a waiting period of 10 days will be applied from the date of subscription, during which no cover will apply. However, if the Stay is cancelled due to a change or cancellation of paid leave by the employer, or to the theft of identity papers, the Claim will only be considered if the subscription is SIMULTANEOUS with the trip registration.

If the Rental Agreement includes several families, each one is covered for its share; the Rental Agreement is not cancelled, and in this case the insurance benefit concerns the arithmetical share of the family concerned. It is the responsibility of the signatory of the Rental Agreement to provide the intermediary with the names of the co-beneficiaries.

CANCELLATION and LATE ARRIVAL cover cease ipso jure upon the Insured's arrival at the Premises. The other cover categories apply for the duration of the Rental Agreement for the Stay.

### → WHAT TO DO IN THE EVENT OF A CLAIM

In the event of a claim, and regardless of the cover, You must notify your Managing Broker, LIBBELA, within 5 working days (and notify the Service Provider or your Owner), sending the following items and information:

- Your identification number and policy number,
- A copy of Rental Agreement,
- Proof of payment for the rental,
- All supporting documents required to process your claim (e.g. original invoice for the purchase of the Stay, the invoice for Cancellation fees, medical documents, etc.).

Keep the originals in a safe place, as they may be requested.

**Online:** <https://sinistre.xplorassur.com/>

## General Terms and Conditions of Policy No.01049989

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→ TABLE OF BENEFITS

**TENANTS' package**

COVER	CEILINGS
<b>Cancellation</b> <ul style="list-style-type: none"> <li>✓ <b>Cancellation for Specified Risks</b> <ul style="list-style-type: none"> <li>- <b>Medical reasons</b></li> <li>- <b>Other reasons</b></li> </ul> </li> <li>✓ <b>Cancellation for any other justified reason</b></li> <li>- <u>COVID EXTENSION (if option selected)</u></li> <li>- <u>Extension for cancellation of a course of treatment (if option selected)</u></li> <li>- <u>Lack of snow or excess snow extension (if option selected)</u></li> </ul>	<p>Maximum €25,000 per rental (€50,000 for the prestige version)</p> <p><u>Specified Risks</u>: Excess of 10% of the claim amount, with a minimum of €50 per case, except in the event of medical reasons (no excess)</p> <p><u>All justified causes</u>: Excess of 20% of the claim amount with a minimum of €70 per case</p> <p><u>COVID extension</u> Excess of €30 per person without Excess no Excess</p>
<b>Interruption of stay</b> Reimbursement of unused ground services on a prorata temporis basis in the event of repatriation or early return <ul style="list-style-type: none"> <li>- <u>Lack of snow or excess snow extension (if option selected)</u></li> <li>- <u>COVID EXTENSION (if option selected)</u></li> </ul>	<p>Maximum €25,000 per rental (€50,000 for the prestige version)</p> <p>Excess of 10% of the claim amount, with a minimum of €50 per case, <b>except in the event of medical reasons (excluding Covid) and in the event of a lack of snow or excess snow (no Excess)</b></p> <p><b>COVID extension: Excess €30 per person</b></p>
<b>Late arrival of more than 24 hours</b> <ul style="list-style-type: none"> <li>- <u>COVID EXTENSION (if option selected)</u></li> </ul>	Maximum 3 reimbursable days / 24-hour Excess
<b>Tenant's holiday civil liability</b> Tenant's civil liability for fires, explosions and water damage <ul style="list-style-type: none"> <li>- Of which Neighbours' and Third Parties' claims</li> <li>- Including Damage to the property of the Tenant and occupants as a result of a fire, explosion or water damage in the rented premises</li> <li>- Of which loss of rent and deprivation of use</li> </ul>	<p>Maximum €1,000,000 per claim / Excess €80 (after depletion of the deposit)</p> <p>Up to €250,000 / Excess €80</p> <p>Up to €15,000</p> <p>Up to €30,000</p>
<b>Forgotten items in the rental property</b>	Maximum €150 per rental
<b>Unavailability of the rented property</b>	Maximum €10,000
<b>Reproducing keys following loss, breakage or theft</b>	Maximum €100 per Stay

**OWNER'S package**

(Reserved for rental professionals: real estate agencies and reservation centres). This package covers all properties offered for rental by the same professional.

COVER	CEILINGS
<b>Tenant cancellation</b> Reimbursement of all or part of the Balance due to the Owner	Maximum €15,000 per rental (without proof and without Excess)
<b>Owner's civil liability</b>	Maximum €1,000,000 per claim Excess of 10% of the Claim amount with a minimum of €50
<b>Property damage</b>	Up to €5,000 per rental Excess of €50
<b>Re-letting costs in the event of cancellation by the Tenant</b>	Maximum 30% of the rental

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→ DEFINITIONS

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The following definitions apply to all coverages, except in the case of SPECIFIC DEFINITIONS APPLICABLE TO EACH OF THEM. For the purposes of this policy, the following definitions shall apply:

**Serious bodily injury:** Any unintentional bodily injury sustained by the victim, resulting from the sudden action of an external cause certified by a doctor in medicine, and involving the cessation of any professional activity or other basic activity to be performed as part of everyday life, and preventing the victim from moving about by his or her own means.

**Hazard:** An unintentional, unforeseeable, irresistible and external event.

**Cancellation for any justified reason:** Cancellation due to an external event that is sudden, unforeseeable, justified and beyond your control.

**Insured party(parties) (You):** For Tenant cover, any natural person, whether French or foreign, renting furnished accommodation for a Short-Term Stay, i.e. the Tenant, his/her spouse (including an establish cohabitee or partner in a civil partnership) and any other person (with or without family ties) named on the registration form for this policy and who benefits from the said rental. No more than 20 people may be insured under the same policy, unless otherwise specified in the Special Terms & Conditions.

For Owner's coverage, the Insured Party is the Owner of the Rented Property covered by the Rental Agreement.

**Insurer (We):** Aréas Dommages: A mutual insurance company registered in the Paris Trade and Company Register (RCS) under the no. 775 670 466, having its registered office at 47-49 rue de Miromesnil 75380 Paris.

**Terror attack/Acts of terrorism:** A terror attack is any act of violence, constituting a criminal or illegal attack, against persons and/or property in the country in which you are staying, with the aim of seriously disturbing public order. This "attack" will have to be officially recognised by the French Ministry of Foreign Affairs.

**Beneficiaries:** A person who receives the benefits paid out, not in a personal capacity, but because of his or her relationship with the insured party. Unless otherwise stipulated at the time the present policy is taken out, the Insured's spouse, or failing that, his or her children, or failing that his or her heirs, are exclusively covered.

**Rented property:** accommodation in a building (house or apartment) or other permanent, fixed-position accommodation (docked boat, mobile home, gîte, tree house, yurt).

**Natural disasters:** The abnormal intensity of a natural agent not caused by human intervention and recognized as such by the public authorities.

**Rental agreement:** Holiday rental agreement concluded between the Owner/Renter and the Insured Party for the provision of the Rented Property for a period not exceeding 90 days and for private use. The Rental Agreement must include the following information: address of the rented property, description of the accommodation, duration of the rental with arrival and departure dates, signature date of signature of the agreement, signatures of the parties, identity of the occupants, address of the Tenant, rental price including VAT, the amount of the advance paid at the time of reservation and the security deposit paid at the time of entry into the premises.

**Forfeiture:** Contractual penalty which deprives the Insured Party of all cover for the claim to which it applies.

**Domicile/Home:** the Insured Party's usual place of residence for at least the previous 6 months.

**Bodily injury:** Any physical or mental harm suffered by a person, as well as the consequential non-material damage.

**Non-material loss:** Losses other than material damage, in particular any pecuniary loss resulting from the deprivation of enjoyment of a right. It is categorised as an Non-material consequential loss when it is the direct consequence of significant Material Damage covered by the policy.

**Non-material consequential losses:** All losses other than bodily injury or property damage, consisting of expenses and pecuniary losses resulting from the deprivation of the enjoyment of a right, the interruption of a service rendered by a person or property, or the loss of profit, and consecutive to a covered Bodily injury or property damage.

**Property damage:** Any damage, deterioration, alteration, loss or destruction of a thing or substance, or any physical harm to animals.

**Serious property damage:** Any damage, deterioration, alteration, loss or destruction of a thing or substance which, according to expert opinion, destroys more than 50% of the Home, business premises or farm of which the Insured Party is the owner, tenant or free occupant, and which absolutely requires the Insured

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Party's presence on the premises to carry out the necessary protective measures.

**Epidemic:** Any outbreak or spread of a contagious infectious disease that affects a large number of people nationwide at the same time.

**Harmful event:** Refers to the fact that constitutes the cause of the loss or damage. A series of harmful events with the same technical cause is treated as a single harmful event.

**Cancellation fees:** The amount of the fees contractually owed to the Service Provider by its customer and appearing in the Service Provider's general terms and conditions of sale approved by the Insured Party when signing his or her registration form for the Stay.

CANCELLATION cover must be taken out at the time of booking the Stay, or at the latest within 7 days of booking the Stay, provided that the trip does not start within 20 days of joining, with a waiting period of 10 days from the date of joining, during which no cover can take effect.

However, if the Stay is cancelled due to a change or cancellation of paid leave by the employer, or to the theft of identity papers, the Claim will only be considered if the subscription is SIMULTANEOUS with the reservation of the Stay.

**Excess:** The amount remaining at the Insured Party's cost in the event of a claim.

**Claims manager:** LIBBELA: Insurance brokerage (Orias no. 18001448) registered with the Trade & Company Register of Paris under the no. 835 022 294, having its registered office at 28 rue de l'Amiral Hamelin 75116 PARIS.

**Strike:** Collective action consisting of a concerted cessation of work by the employees of a company, economic sector or professional category in support of their demands.

**Serious illness:** A pathological condition duly certified by a doctor of medicine, formally preventing the Insured Party from leaving his/her home, requiring medical attention and preventing him/her from carrying out any professional activity or any other basic activity required in everyday life.

**Family members:** Refers to the Insured Party's spouse (de jure or de facto) or common-law partner, and their ascendants or descendants up to the 2nd degree, fathers-in-law, mothers-in-law, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law or daughters-in-law.

**Valuable items:** Camera, camcorder, portable games console, multimedia player, laptop. Only personal items will be covered

purchased less than 3 years ago at the time of booking.

**Pandemic:** Any worldwide spread of a disease, recognized by the national or global health authorities (WHO).

**Service provider:** This is the travel organizer you used to book and rent your Stay.

**Ground services:** All services prepaid by the Insured as part of his/her Stay, such as sports lessons, participation in an event, rental of sports equipment, activities planned on site (excluding transport to and from the place of Stay). Ski lift passes and ski equipment are covered ONLY if the LACK OF SNOW OR EXCESS SNOW EXTENSION is taken out.

**Owner / Renter:** Domiciled in the European Union including Switzerland, the United Kingdom and Monaco, this refers to the individual or legal entity who owns a property, used for Holiday Stays, which he/she/it offers for rental to tourists through the Policyholder.

**Tenant:** An individual who has signed a Holiday Rental Agreement for a Stay in a property belonging to the Owner. The Tenant may not be the Owner, bare owner, free occupant or usufructuary of the Rented Property.

**Stay:** Any rental located anywhere in the world with a maximum non-renewable duration of 90 consecutive days in a furnished holiday rental property, rented out by the Renter/Owner to the Tenant. The holiday rental contracted by the Insured Party must meet all of the following conditions:

- the Rented Property must be accommodation in a building (house or apartment) or other permanent, fixed-position accommodation (docked boat, mobile home, tree house, yurt).
- the Rented Property must not be company housing.
- the rental must be granted on a temporary basis, for a holiday Stay.

**Claim/ Incident:** Event likely to result in the application of cover under the policy.

**Balance due:** Difference between the total amount of the reserved Stay and the amount of the deposit actually paid at the time of the Loss.

**Policyholder:** The organization, legal entity or individual domiciled in France that distributes the insurance

to its Tenant or Owner clients and undertakes to pay its membership fees.

Subrogation: The legal situation whereby one person has the rights of another transferred to him (e.g. substitution of the Insurer for the Insured Party for the purpose of taking legal action against an opposing party).

Territoriality: Cover applies:

- When the Insured Tenant resides in a country of the European Union including Switzerland, the United Kingdom and Monaco for rented properties located worldwide, with the exception of countries which are not politically stable and those advised against by the French Ministry of Foreign Affairs.
- When the Insured Tenant resides in a country outside the European Union, Switzerland, the United Kingdom and Monaco for rental properties located in a European Union country, Switzerland, the United Kingdom and Monaco.

Third Party: Any person other than the Insured Party. Any Insured party who suffers bodily injury, property damage or a consequential loss caused by another Insured Party (the Insured parties are considered to be Third Parties among one another). Any natural or artificial person, excluding the Policyholder, the Insured Party, members of his or her family, persons accompanying him or her and staff, whether or not employed by the Insured Party in the performance of their duties.

Blatant theft: Theft committed by a Third Party, with assault or breaking and entering, proven and recorded as such by a competent authority.

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→ NATURE OF COVER  
AND EXCLUSIONS  
FROM TENANT'S  
COVER  
(Tenant's package)

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✓ CANCELLATION

The cover provides for the reimbursement to the Insured Tenant of the sums actually paid and the cancellation or modification fees due under the terms of this policy, up to the amounts specified in the Table of Benefits, after the deduction of tourist taxes, insurance premiums and administration fees, if the Insured Tenant is unable to leave due to one of the specified risks, and for any other justified reason.

→ Cancellation for Specified Risks

The risks listed below are only insured only under the conditions described in detail below:

Medical reasons

• Serious Illness, Serious Accident or death including relapses or aggravation of a pre-existing Accident or Illness not foreseeable on the date the Stay is booked (with it being hereby understood that the date of the first medical diagnosis of the aggravation, evolution or relapse will be taken into account for the calculation of the reimbursement):

- of yourself, a family member, your legal guardian, whatever their country of residence, and any person usually living with you,

- of your professional replacement or the person responsible for looking after your minor children, named in the special terms & conditions (only one professional replacement or childminder may be named in the special terms & conditions).

We will only intervene if the Serious Illness or Accident resulting in bodily injury formally prevents you from leaving your Home, requires medical attention and prevents you from carrying out any professional activity or any other basic activity required in everyday life.

• Unscheduled hospitalization of more than 48 consecutive hours, or a death which could not be foreseen on the date the Stay is booked of an uncle, aunt, nephew or niece of the Insured Party or his/her Spouse requiring attendance at the bedside or funeral on a date during the Stay.

• Pregnancy complications affecting the Insured Party, before she enters the 28th week of pregnancy

- ✓ and which result in the absolute cessation of any professional activity or other basic activity that must be performed as part of daily life and provided that, at the time of departure, the Insured Party is not more than 6 months pregnant or,
- ✓ if the very nature of the trip is incompatible with the state of pregnancy, provided that the Insured Party was unaware of her condition at the time the trip was booked.

• A contraindication to vaccination, or the medical impossibility of undergoing preventive treatment necessary for the chosen destination provided that the contraindication or medical impossibility was unknown at the time the policy was taken out and beyond the Insured Party's control.

• Any pathology of the Insured Party deemed to be a psychological, nervous or mental illness by a competent medical authority resulting in hospitalization for more than 3 consecutive days.

Other reasons

• Redundancy or contractual termination or an employment agreement of the Insured Party or his/her Spouse or common-law partner insured under the same policy, provided that the procedure had not been initiated at the time the present policy was taken out and/or that the Insured Party was not aware of the date of the event at the time the present policy was taken out

• Divorce or separation (civil union) of the Insured Party, registered with the clerk of court's office, provided that the date of registration is subsequent to the date of subscription to the policy, and upon presentation of an official document.

• Serious property damage resulting from fire, water damage or natural elements, affecting more than 50% of the Insured Party's private or business premises, whether owned, rented or occupied free of charge, and requiring the Insured's presence on the day of departure in order to take the necessary protective measures.

• Theft from the Insured Party's private or business premises, whether owned, rented or occupied free of charge, provided it occurred within the 72 hours prior to the Insured Party's departure on the trip and required the Insured Party's presence on the premises to carry out the necessary protective measures. A complaint must be filed with the police within 48 hours of the day the theft was detected.

• Serious damage to the Insured Party's vehicle, within 48 hours of departure and insofar as



the Insured Party can no longer use it to get to the place of Stay.

- Obtaining salaried employment for a period of more than 6 months, this taking effect before departure and covering the period of the Stay, when the Insured Party was registered with Pôle Emploi (French employment service) on the day the Stay was registered, excluding: an extension, renewal, or modification of the type of employment contract or internship (e.g.: transformation of a fixed-term contract into a permanent contract) as well as assignments provided by a temporary employment agency.

- Cancellation or modification of the Insured Party's paid vacation dates imposed by his/her employer for legitimate reasons or due to exceptional circumstances, even though they had been officially granted by the employer in writing prior to booking the Holiday and taking out the present policy, with the exception of self-employed professionals, managers and legal representatives of a company, self-employed workers, craftsmen and part-time workers in the entertainment and performing arts industry. This cover does not apply in the event of a change of job.

- Professional transfer, non-disciplinary in nature, imposed by the employer, obliging the Insured Party to move during the insured Stay or in the 8 days prior to departure, provided that the Insured Party was not aware of this transfer at the time the Policy was taken out. This cover is granted to salaried employees, excluding self-employed professionals, company directors and legal representatives, self-employed workers, craftsmen and entertainers.

- Refusal of a tourist visa by the authorities of the country chosen for the Stay provided that a valid application has been submitted within the required timeframe, and provided that no application has been made previously and already refused by these authorities for a previous Stay. Proof from the embassy will be required.

- Proven theft of an identity card or passport within 48 working hours prior to departure if these documents are essential for the Stay. A complaint must be filed with the police within 48 hours of the day the theft was detected.

- Invitation to a university exam retake on a date during the planned Stay, provided that the failure of the exam was not known at the time the cover was taken out.

- Instruction to attend an appointment on a date during the planned Stay that was not known at the time the cover was taken out, cannot be postponed and requires the Insured Party's presence for one of the administrative reasons listed below:

- ✓ with a view to adopting a child,

- ✓ in court as a witness or juror,
- ✓ for an organ transplant.

- summons for the Insured Party to appear before a court or administrative tribunal on a date during the planned trip, provided that the Insured Party had no knowledge of this requirement to attend at the time the Policy was taken out.

- Inability of the Insured to reach the place of Stay, for which the reservation has been made, by any means of transport (road, rail, air, sea), on the day the Stay begins and in the following 48 hours as a result of:

- roadblocks, or

- Strikes, or

- natural events, preventing traffic, certified by the competent authority.

Proof of road, rail, sea and air closures must be provided by the relevant authorities (local authorities, SNCF, airports or airlines, etc.).

- Natural disasters (as defined by law No.82-600 of 13/07/82) occurring within a radius of 50 km of the holiday location in the destination town(s) or town(s) where you will be staying leading to a ban on Staying at the site (municipality, district...) by the local or prefectural authorities for all or part of the period specified in the Rental Agreement, and occurring after this policy has been taken out and subject to the publication of an interministerial natural disaster decree in the official gazette.

- A site-specific ban (municipality, district, etc.) within a five-kilometre radius around the place of Stay by local or prefectural authorities.

- Definitive cancellation of the cultural, sporting or professional event in which the Insured Party was to participate and which justified his/her Stay.

- In the event of a terror attack or act of terrorism provided that all of the following conditions are met:

- the event occurred within thirty (30) days prior to departure,

- No similar event has occurred in the destination town or towns or the town or towns of Stay, in the 30 days preceding the reservation of the Stay.

- the event has resulted in Property Damage preventing the Insured Party's holiday activities from taking place in the destination town(s) for the Insured Stay or within a maximum radius of 30 kilometres of the holiday location.

- Cancellation by one of the persons accompanying the Insured Party (maximum 20 people for the entire case) booked at the same time as the Insured Party and insured under the same policy, when the cancellation is due to one of the causes listed above.

If you wish to travel on your own, additional costs will be taken into account, but our refund will not exceed the amount due in the event of cancellation on the date of the event.

In the case of a group Stay, any partial cancellation by one or more people will give rise to a refund in proportion to the total number of participants.

- If, for a covered event, the Insured Party prefers to be replaced by another person rather than cancel his or her Stay, the Insurer will cover the cost of the name change invoiced by the Service Provider.

#### → Cancellation for any other justified reason

You are also covered, subject to presentation of proof and the deduction of the Excess shown in the Table of Benefits, for any other random event that constitutes an immediate, real and serious obstacle to your departure. "Random event" refers to any sudden circumstance which was unforeseeable on the date this policy was taken out and which is beyond the Insured Party's control, that justifies the cancellation of the trip. The random event must have a direct and exclusive causal link with the inability to leave.

Cover is provided in the event of the Cancellation, for a justified reason, of one or more persons booked at the same time as you and having Insured Party status under this Policy, (maximum 20 persons for the entire case).

In all cases of cancellation and for any rental booked between several people who are not members of the same household, Cancellation compensation may be paid without affecting the entire rental if only one of the Insured Parties is obliged to cancel.

The "HOLIDAY CANCELLATION" cover does not cover the impossibility of leaving due to the practical organization of the trip by the organizer (tour operator, airline company), including in the case of flights-only and/or its failings (Strike, cancellation, postponement, delay), or due to the accommodation or safety conditions at the destination.

#### COVER START DATE AND DURATION

The cover takes effect on the date the policy is taken out and automatically ceases on the date of departure

stated in the Special Terms & Conditions or on the booking form for the Stay.

However, for all subscriptions taken out after the date of purchase and up to 7 days after booking the trip, and provided that the trip does not start within 20 days, a waiting period of 10 days, during which no cover can take effect, will apply from the date the policy is taken out, and cover will only take effect at the end of this period.

IMPORTANT: if the Stay is cancelled due to a change or cancellation of paid leave by the employer, or to the theft of identity papers, the Claim will only be considered if the subscription is SIMULTANEOUS with the reservation of the Stay.

#### WHAT TO DO IN THE EVENT OF CANCELLATION

- 1) You, or one of your Beneficiaries, must notify your Provider or Renter of your cancellation as soon as the insured event preventing your departure occurs.

Our reimbursement is calculated on the basis of the Cancellation Fee scale in force on the date of the first confirmation of the event giving rise to the cover.

- 2) You must notify LIBBELA within 5 working days of declaring your cancellation to your Service Provider or Renter in accordance with the declaration procedure described in the section "What to do in the event of a claim ". After this period, if we suffer any loss as a result of your late declaration, you lose all rights to compensation.

**Online: <https://sinistre.xplorassur.com/>**

- 3) You will need to supply the following information:
  - LIBBELA membership number
  - precise reason for cancellation (illness, accident, work-related, etc.)
  - name of your Service Provider.
  - all documents required to justify the reason for cancellation and to assess the amount of the loss (registration form, original invoice for cancellation fees, original tickets).

If the reason for cancellation is serious illness or serious bodily injury, you or your Beneficiaries must also provide the initial medical certificate specifying the date and nature of your illness or injury within 5 days of cancellation. After this period, if we suffer any loss as a result of your late declaration, you lose all rights to compensation.

Any declaration that does not comply with the provisions of this cover will result in forfeiture of any right to reimbursement.

If necessary, the Claims Administrator reserves the right to submit you, at its own expense, for a medical examination via registered letter with acknowledgement of receipt.

It is also expressly agreed that you accept in advance the principle of an examination by our medical advisor. If you object without a legitimate reason, you will lose your entitlement to cover.

If necessary, we reserve the right to request additional documentation.

#### WHAT WE EXCLUDE

The exclusions common to all cover apply. In addition, cancellations due to any of the following events or circumstances are excluded:

- ◆ Bodily injury resulting from an accident or illness that is the subject of an initial diagnosis, treatment, relapse or hospitalization between the date the Stay is booked and the date this policy is taken out.
- ◆ Events, illnesses or accidents that were first diagnosed, or were the subject of a relapse or aggravation prior to the date of subscription to this policy and which makes travel impossible for the insured party;
- ◆ Accidents or illnesses, the origin of which is known before the policy is taken out, except for unforeseeable changes in health,
- ◆ Pathologies that have been the subject of a consultation, hospitalization or Home hospitalization within the thirty (30) days prior to booking the Stay.
- ◆ Cancellations by the carrier, tour operator or Service Provider.
- ◆ Voluntary termination of pregnancy, its consequences and complications.
- ◆ Beauty treatments, courses of treatment (unless the TREATMENT COURSE CANCELLATION EXTENSION has been purchased), in vitro fertilization.

- ◆ Cancellations resulting from periodic monitoring and verification reviews.
- ◆ Medical interventions performed entirely at the discretion of the Insured Party, except in cases of medically recognised necessity,
- ◆ Any circumstance that is simply detrimental to the enjoyment of the Insured Party's Stay,
- ◆ Any event for which the trip organizer may be held liable under parts VI and VII of law no.92-645 of July 13, 1992, setting the conditions for the organisation and sale of holidays,
- ◆ Any event occurring between the date you book your trip and the date you take out this policy.
- ◆ Any medical event or pathology whose diagnosis, symptoms or cause are of a psychological, nervous or mental nature, and which has not resulted in hospitalisation for more than 3 consecutive days and which has not been qualified as such by a competent medical authority,
- ◆ The death of a family member or any other person known to the Insured Party if this occurs more than one month before the departure date.
- ◆ Cancellations due to a failure, for any reason whatsoever, to present one of the documents required for travel, except in the cases provided for in this cover.
- ◆ Delay in obtaining a visa or refusal due to an invalid application.
- ◆ Any act not declared as an act of terrorism or any act declared as an act of war, whether declared or not by the French Ministry of Foreign Affairs.
- ◆ Cancellation due to an event known at the time the Stay was purchased.
- ◆ Cancellations due to forgotten or refused vaccinations.
- ◆ Cancellation due to illness without a doctor's certificate.
- ◆ Reimbursement of all or part of the Stay that has been reimbursed in full or in part by the travel organizer or transport company, regardless of the method of reimbursement, including bank transfer, cash, invoice deduction and voucher.
- ◆ The consequences of earthquakes, volcanic eruptions, tidal waves, floods or natural disasters, except in accordance with the provisions of Law 82-600 of 13/07/82. Cancellations due to an Epidemic or Pandemic unless the COVID EXTENSION has been taken out in accordance with the provisions of APPENDIX 1.

gravitationally to the ski area in accordance with law no. 2016-1888 of December 28, 2016, known as the Montagne law.

- ◆ Cancellations of courses of treatment unless the TREATMENT COURSE CANCELLATION EXTENSION has been purchased.
- ◆ Ski Stay cancellations except if the EXTENSION FOR A LACK OF SNOW OR EXCESS SNOW has been

## COVID EXTENSION

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*(subject to subscription to this extension)*

Notwithstanding the exclusions in this policy, and in accordance with the provisions set out in APPENDIX 1, cover is extended to cancellations resulting from Covid-19.

## TREATMENT COURSE CANCELLATION EXTENSION

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Notwithstanding the exclusions of the present Policy and subject to taking out the present extension, we guarantee the reimbursement of sums actually paid by the Insured Party for cancellation or modification fees due under the present Policy, up to the amounts specified in the Table of Benefits above, after the deduction of tourist tax, insurance premiums and administration fees, in the event of a justified refusal to cover costs on the part of social protection bodies following the prescription of a course of treatment by a competent medical authority. The cover is valid on condition that the request to cover the cost of the prescribed course of treatment has been sent to the social protection bodies at least one month before the date on which the booking contract for the course of treatment is signed.

The term "social protection bodies" includes Social Security and CMU schemes, mutual insurance companies and all other provident organizations.

## EXTENSION FOR A LACK OF SNOW OR EXCESS SNOW

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*(subject to subscription to this extension)*

### SPECIFIC DEFINITIONS

Bad weather: Excess snow or lack of snow or strong wind.

Ski area: A mountain area where skiing and other sports activities, whether ski or board-based sports or otherwise, can be practiced on snow during the winter season, including marked slopes and local off-piste slopes, i.e. accessible by ski lifts, returning

Snow front: A public area in a winter sports resort or snow stadium that forms the main interface between the resort and the Ski Area, including the starting point of one or more ski lifts and the finish of one or more ski runs.

Notwithstanding the exclusions of the present policy and subject to the subscription of the present extension, the cover is extended to cancellations following a reservation of a stay in a ski area between December 15 and April 15 of each year, provided that the ski area concerned is actually open during these periods.

The cover is only provided if the following cumulative conditions are met:

- The ski area's slopes are closed due to bad weather;
- Bad weather causes the closure of more than 70% of the ski area's slopes for at least 3 consecutive days;
- The closure of ski area's slopes occurred during the 5 days prior to departure;
- Closure is recorded in a snow report published by the operator of the ski area concerned.

Cover applies only to ski areas (and snow fronts) above an altitude of 1000 meters.

## ✓ INTERRUPTION OF STAY

### PURPOSE OF THE COVER

The cover provides for the reimbursement of the unused portion of ground Services already paid for on a prorata temporis basis, up to the amounts shown in the Table of Benefits, if the Stay has to be interrupted due to:

- medical repatriation of the Insured Party, a Member of his/her family or his/her travelling companion and insured by

Excluded from this guarantee are any adverse weather conditions known at the time of booking, the closure of ski slopes where the snow front is below 1000 meters, the closure of ski area ski slopes due to a breakdown, sabotage or accident preventing the normal operation of ski lifts, strikes or staff shortages, or for regulatory or administrative reasons not resulting from adverse weather conditions, and the non-opening of the ski area during the ski season in question.

the present Policy, under the terms of "Assistance, Repatriation" cover implemented and delivered by an assistance company,

- early return in the event of:

- Unscheduled hospitalization of more than 48 consecutive hours or death which could not be foreseen on the date the Stay is booked, of a Member of the Insured Party's Family

- Serious property damage resulting from fire, water damage or natural elements, affecting more than 50% of the Insured Party's private or business premises, whether owned, rented or occupied free of charge, and requiring the Insured's presence in order to take the necessary protective measures.

- Obtaining salaried employment or a paid internship after departure and covering the dates of the Stay, while the Insured Party was registered with Pôle emploi (French employment service) on the day of registration, excluding extensions, renewals or changes to the type of Employment Contract or internship (e.g.: transformation of a fixed-term contract into a permanent contract) as well as assignments provided by a temporary employment agency.

- Redundancy of the Insured Party or his/her Spouse or common-law partner, provided that:

- ✓ The Insured Party was unaware of this dismissal before leaving for the trip,
- ✓ the procedure was not initiated prior to taking out the cover,
- ✓ and the event occurred after the trip.

- A natural disaster within a radius of 50 km of the holiday location in the destination town(s) or town(s) where you will be staying if he/she is not injured but wishes to shorten his/her stay and subject to the publication of an interministerial natural disaster decree in the official gazette.

- Instruction to attend an appointment on a date during the planned Stay that was not known at the time the cover was taken out and before departure for the trip, which cannot be postponed and requires the Insured Party's presence for one of the administrative reasons listed below:

- ✓ with a view to adopting a child,
- ✓ in court as a witness or juror,
- ✓ for an organ transplant.

## COVER AMOUNT

You will be reimbursed for any unused land-based Services already paid for, shown on the rental invoice, following the interruption of your Stay (Stay and training fees and activity packages not reimbursed), excluding transportation costs.

Ski lift passes, skiing lessons, equipment hire and other land-based services related to winter sports and mountain rentals are covered ONLY if the LACK OF SNOW OR EXCESS SNOW extension has been purchased.

This compensation is calculated from the day after the insured services are fully paid up and is proportional to the number of unused travel days. In all cases, you are compensated up to the amounts shown in the Table of Benefits.

In the case of a group Stay, any partial cancellation by one or more people will give rise to a refund in proportion to the total number of participants.

## WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You, or one of your beneficiaries, must send LIBBELA your claim for interruption and the reasons for it within 5 working days of the end of your Stay, in accordance with the claims procedure described in " What to do in the event of a claim ".

After this period, if we suffer any loss as a result of your late declaration, you lose all rights to compensation.

You will need to supply the following information:

- LIBBELA membership number
- precise reason for cancellation (illness, accident, work-related, etc.)
- name of your Service Provider.
- Name of your assistance company and its case number in the event of repatriation.
- All documents required to justify the reason for cancellation and to assess the amount of the loss (registration form, original invoice for cancellation fees paid, or, depending on the case, death certificate, police report, expert's report or summons).

**Online:** <https://sinistre.xplorassur.com/>

Any declaration that does not comply with the provisions of this cover will result in forfeiture of any right to reimbursement.

Don't forget to mention:

- your full address;
- your telephone number;
- the name of your rental agency;
- your rental reference number;
- the start and end dates of your Stay.

If the reason for this interruption is a serious illness or serious bodily injury you or your Beneficiaries must also provide the initial medical certificate specifying the date and nature of your illness or serious Accident.

If necessary, the Claims Administrator reserves the right to submit you, at its own expense, for a medical examination via registered letter with acknowledgement of receipt.

It is also expressly agreed that you accept in advance the principle of an examination by our medical advisor.

If you object without a legitimate reason, you will lose your entitlement to cover.

If necessary, we reserve the right to request additional documentation.

## WHAT WE EXCLUDE

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

- ◆ Accidents or illnesses that were first diagnosed, or were the subject of a treatment, relapse, aggravation or hospitalisation between the date on which the Stay was booked and the date of subscription to the policy;
- ◆ Interruptions resulting from periodic check-ups and observation;
- ◆ Any medical event or pathology whose diagnosis, symptoms or cause are of a psychological, nervous or mental nature, and which has not resulted in hospitalisation for more than 3 consecutive days or which has not been qualified as such by a competent medical authority;
- ◆ Medical interventions performed entirely at the discretion of the Insured Party, except in cases of medically recognised necessity;
- ◆ Non-stabilized pathologies that have been diagnosed or treated in the 30 days prior to booking the Stay;
- ◆ Any event occurring between the date the Stay is booked and the date the policy is taken out;

- ◆ Interruptions due to the death of a family member if this occurs more than one month before the departure date;
- ◆ Interruptions resulting from cosmetic treatments, beauty treatments, voluntary termination of pregnancy, in vitro fertilization and its consequences, artificial insemination and its consequences, pregnancy;
- ◆ Interruptions to Stays due to a lack of snow or excess snow, unless you have taken out the EXTENSION FOR A LACK OF SNOW OR EXCESS SNOW.
- ◆ Reimbursement of ski lift passes and ski equipment hire unless the EXTENSION FOR A LACK OF SNOW OR EXCESS SNOW is has been taken out.
- ◆ Interruptions to Stays due to an Epidemic or Pandemic unless the COVID EXTENSION has been taken out in accordance with the provisions of APPENDIX 1.

## COVID EXTENSION

*(subject to subscription to this extension)*

Notwithstanding the exclusions in this policy, and in accordance with the provisions set out in APPENDIX 1, cover is extended to interruptions resulting from Covid-19.

## EXTENSION FOR A LACK OF SNOW OR EXCESS SNOW

*(subject to subscription to this extension)*

### SPECIFIC DEFINITIONS

Bad weather: Excess or lack of snow or strong wind.

Ski area: A mountain area where skiing and other sports activities, whether ski or board-based sports or otherwise, can be practiced on snow during the winter season, including marked slopes and local off-piste slopes, i.e. accessible by ski lifts, returning gravitationally to the ski area in accordance with law no. 2016-1888 of December 28, 2016, known as the Montagne law.

Snow front: A public area in a winter sports resort or snow stadium that forms the main interface between the resort and the Ski Area, including the starting point of one or more ski lifts and the finish of one or more ski runs.

Notwithstanding the exclusions of the present policy, the cover is extended to interruptions following the reservation of a stay in a ski area between the period from December 15 to April 15 of

each year, provided that the ski area in question is actually open during these periods.

The cover is only provided if the following cumulative conditions are met:

- The ski area's slopes are closed due to bad weather;
- Bad weather causes the closure of more than 70% of the ski area's slopes for at least 3 consecutive days;
- The closure of the ski area's slopes occurred during the dates of the Stay;
- Closure is recorded in a snow report published by the operator of the ski area concerned.

Cover applies only to Ski Areas (and snow fronts) above an altitude of 1000 meters.

Excluded from this guarantee are any adverse weather conditions known at the time of booking, the closure of ski slopes where the snow front is below 1000 meters, the closure of ski area ski slopes due to a breakdown, sabotage or accident preventing the normal operation of ski lifts, strikes or staff shortages, or for regulatory or administrative reasons not resulting from adverse weather conditions, and the non-opening of the ski area during the ski season in question.

## ✓ LATE ARRIVAL

### PURPOSE OF THE COVER

The purpose of the cover is to cover the Insured in the event that an unforeseeable, irresistible event beyond his or her control occurs during the outward journey between his or her Home and the place of Stay, and that this event prevents him or her from arriving on the planned date of arrival for the insured Stay. The Insurer will reimburse unused nights on a prorata temporis basis up to the amount shown in the Table of Benefits if the Insured Party's delay exceeds 24 hours.

In no case may the amount exceed the Cancellation Costs of the Stay.

This cover is provided on condition that the Insured Party has allowed a reasonable time to reach the place of Stay.

## WHAT WE EXCLUDE

In addition to the general exclusions, we do not cover late arrivals following:

- ◆ Any event occurring between the date the Stay is booked and the date the policy is taken out;
- ◆ A late application for a visa to the competent authorities, a passport that does not conform to requirements;
- ◆ Forgetting or failing to vaccinate;
- ◆ An Epidemic or Pandemic unless the COVID EXTENSION has been taken out in accordance with the provisions of APPENDIX 1.

All late arrivals for reasons other than the events listed in the article on "Purpose of the cover" are excluded from the present cover.

## COVID EXTENSION

*(subject to subscription to this extension)*

Notwithstanding the exclusions in this policy, and in accordance with the provisions set out in APPENDIX 1, cover is extended to late arrivals resulting from Covid-19.

## WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Within 5 working days of the delay suffered on the outward journey of the Stay, you must send LIBBELA your Claim and the raisons for it in accordance with the declaration procedure described in "What to do in the event of a claim?".

After this period, if we suffer any loss as a result of your late declaration, you lose all rights to compensation.

**Online: <https://sinistre.xplorassur.com/>**

You will need to supply the following information:

- LIBBELA membership number
- precise reason for your claim,
- All documents required to justify the reason for the late arrival and to assess the amount of the loss (registration form, original invoice for cancellation fees paid, or, depending on the case, death certificate, police report, expert's report or summons).



## ✓ TENANT'S HOLIDAY CIVIL LIABILITY

The cover applies EXCLUSIVELY if:

- ✓ The occupying Tenant is a European resident.
- ✓ The duration of the Rental Agreement does not exceed 90 days.

Holiday Civil Liability cover is provided only in the absence of insurance of the same nature taken out by the Insured Party, or which does not cover the consequences of the loss.

### PURPOSE OF THE COVER

Tenant's civil liability

We cover the pecuniary consequences of the liability you may incur as a Tenant (or temporary occupant) towards the Owner of the premises occupied as a Holiday Home, and towards neighbours and third parties, for material and non-material damage resulting from insured property damage (loss of rent and deprivation of use) following a Fire, Explosion or Water damage.

### WHAT WE EXCLUDE

In addition to the general exclusions, the following are excluded: losses resulting from:

- ◆ The practice of hunting.
- ◆ The use of any motorized vehicle or air, sea or river navigation equipment.
- ◆ The performance of a professional activity.
- ◆ Consequential losses, except when these are the direct consequence of covered accidental property damage.
- ◆ Damage intentionally caused by the Insured Party.
- ◆ The consequences of any material loss affecting the Insured Party personally, as well as the members of his/her family or any other person having the status of Insured Party under the present policy.
- ◆ Damage, without a fire or explosion, caused by excessive heat, contact or proximity to a light or a fireplace, emanations, projections or falls of combustibles; burns, particularly to linen and clothing; total or partial destruction of objects dropped, thrown or placed in or on a fireplace.
- ◆ Fire damage caused by a campfire or a fire in a chimney that has not been swept at the time the damage occurs.

The following are also excluded from the cover:

- ◆ All damage not involving the civil liability of the Tenant and any accompanying persons named in the Policy.
- ◆ All damage to property and objects belonging to the Tenant, except in the event of fire, explosion or water damage in the rented premises.
- ◆ All damage to premises owned by the Insured Party.
- ◆ Damage to animals owned by or entrusted to the Insured Party.
- ◆ Damage caused to the Insured Party's partners, agents and employees in the performance of their duties.
- ◆ Damage caused by deliberate damage or burns from cigarettes or other smokers' items.
- ◆ Any damage caused by humidity, condensation, fog or smoke.
- ◆ Breakdowns of equipment made available to the Insured Party.
- ◆ Damage to lamps, fuses, electronic tubes, cathode ray tubes, semi-conductive crystals, heating elements and heated blankets.
- ◆ The cost of repairing, unclogging or replacing pipes, taps and appliances in water and heating systems.
- ◆ Theft of items left in courtyards, terraces and gardens.
- ◆ Theft from premises shared by several tenants or occupants, except in the case of forced entry.
- ◆ Theft or loss of keys to the premises.
- ◆ Losses sustained while the premises containing the Insured Items are fully occupied by Third Parties other than the Tenant, his employees or persons authorized by him.
- ◆ Losses resulting from usage or use that does not comply with the Rental Agreement.
- ◆ The consequences of contractual commitments insofar as they exceed those to which the beneficiary is legally bound.
- ◆ The Insured Party's civil liability in the event of non-payment for the Rented Property.
- ◆ Losses resulting from poor maintenance by the lessor or owner of the Rented Property.
- ◆ Losses or damage caused to a boat when it is not moored to a dock.
- ◆ Facilities located outside the rented buildings that do not belong to the Owner.
- ◆ Damage to plants and vegetation.
- ◆ The Insured Party's liability in the event of non-payment for the Rented Property.
- ◆ Castles or buildings classified as historic monuments.

- ◆ Personal civil liability of the Tenant or temporary occupant.
- ◆ Theft of entrusted property.
- ◆ Loss or damage to valuables.
- ◆ Losses or damage caused to swimming pools and tennis courts.

**Online:** <https://sinistre.xplorassur.com/>

Any declaration that does not comply with the provisions of this cover will result in Forfeiture of any right to reimbursement.

Don't forget to mention:

- your full address;
- your telephone number;
- the name of your rental agency;
- your rental reference number;
- the start and end dates of your stay.

#### HOW MUCH DO WE PAY OUT?

€1,000,000 incl. VAT in the event of fire, explosion or water damage for property damage caused to movable and immovable property, including €250,000 incl. VAT for claims by neighbours and third parties.

#### WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

**IMPORTANT:** The Insured may not settle with injured third parties or accept an admission of liability without the Insurer's agreement.

Admission of a material fact, as well as natural acts of assistance, do not constitute a recognition of liability.

You must notify your rental agency or Owner of the incident and of your claim by letter or e-mail within 5 days of becoming aware of it. After this period, if we suffer any loss as a result of your late declaration, you lose all rights to compensation.

You must send LIBBELA your Claim form together with the following upon receipt:

- All notices, letters, summonses, writs, extrajudicial deeds and procedural documents addressed to the Insured Party, delivered or served personally or to his/her Beneficiaries. In the event of a delay in supplying these documents, the Insurer may claim compensation proportionate to the resulting loss (article L 113-1 of the French Insurance Code).
- A detailed statement of the cover the Insured Party has with other Insurers for the same risk.
- The original paid invoice showing the dates of repair, work or purchase.
- An official document detailing the loss or damage, issued by the Owner or his representative and sent to the Tenant responsible.
- A sworn statement that you have not received partial or total payment from any other organization in compensation for the same loss or damage.
- All the supporting documents needed to assess your case.

#### ✓ FORGOTTEN ITEMS IN THE RENTAL PROPERTY

##### PURPOSE OF THE COVER

We will reimburse the Insured Party, upon presentation of the original invoice for the shipment of the Forgotten Item and up to the limit shown in the Table of Benefits, for the cost of shipping the Forgotten Item from the rental location to the Insured Party's Home.

The Forgotten Item must respect the following weight and size limits:

- Maximum weight: less than 10 kilogrammes
- Maximum sizes: the sum of the length, width and height of the package must not exceed 150 centimetres.

If more than one item is left behind in the rental property, the above weights and sizes apply to all items left behind.

Under no circumstances may the Insurer be held liable for :

- delays attributable to the transport organizations used to deliver the Forgotten Item.
- breakage, loss, damage or theft of the Forgotten Item during transit;
- consequences resulting from the nature of the Forgotten Item;
- refusal to authorize shipment of the Forgotten Item by national or international customs authorities.

#### WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

The Insured Party must notify the Owner or his representative, who must find the Forgotten Item and send it to his or her Home address.

The Insured Party must then send his or her declaration to LIBBELA within 5 working days from the date of dispatch, except in the case of unforeseen circumstances or force majeure, in accordance with the declaration procedure described in the chapter entitled "What to do in the event of a claim". After this period, if we suffer any loss whatsoever as a result of the Insured Party's late declaration, the Insured Party loses all right to compensation.

The declaration must be accompanied by:

- a copy of the Rental Agreement,
- and the original invoice for shipping costs issued by the shipping company used to deliver the Forgotten Item,
- as well as any supporting documentation to substantiate the Claim.

**Online:** <https://sinistre.xplorassur.com/>

Don't forget to mention:

- your full address;
- your telephone number;
- the name of your rental agency;
- your rental reference number;
- the start and end dates of your Stay.

#### WHAT WE EXCLUDE

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

- ◆ Any item covered by national, European and international regulations on hazardous products, as defined in particular by the International Civil Aviation Organization (ICAO);
- ◆ All items containing explosives, ammunition, gases, solid and liquid inflammable materials, oxidizing, toxic and/or infectious substances, corrosive or radioactive products, and lithium batteries;
- ◆ All items which, due to their nature, packaging or packing, may present a danger to personnel, third parties, the environment, the safety of transport vehicles, or damage other transported items, machines, vehicles or property belonging to third parties;
- ◆ Items that are counterfeit and/or contrary to current laws and regulations;
- ◆ Narcotics or any other illegal substance;
- ◆ Firearms;
- ◆ Items requiring temperature-controlled transport;

- ◆ Publications or audiovisual material prohibited by any applicable law or regulation;
- ◆ Live and dead animals;
- ◆ Any content whose transportation by mail is likely to adversely affect human dignity, integrity or respect for the human body, including ashes and funerary relics;
- ◆ Banknotes, negotiable instruments, payment cards, and metal coins with legal tender status for circulation in France and precious metals;
- ◆ Precious stones, pearls, identity papers and other valuables;
- ◆ Items whose transportation constitutes a commercial transaction and those intended for sale;
- ◆ Motor vehicles, automotive accessories, gardening equipment, objects containing liquids, furniture;
- ◆ Household or appliances and IT equipment and accessories, hi-fi equipment, musical instruments.

#### ✓ UNAVAILABILITY OF THE RENTED PROPERTY

##### NATURE AND SCOPE OF THE COVER

We will compensate the Insured Tenant for the amount of the deposit or down-payment made, up to the ceiling shown in the Table of Benefits, in the event of the unavailability of the accommodation which is the subject of the Rental Agreement, due to:

- the death of the Owners of the reserved property.
- damage to the Rented Property preventing its use, as a result of a fire, explosion, water damage, theft, storm or bedbugs declared by the Owner.

This cover cannot be combined with the OWNER'S RENTING COSTS cover in the event of cancellation by the Tenant.

##### WHAT WE EXCLUDE

**Holiday Rental Insurance - Complete PACK**  
**General Terms and Conditions of Policy**

In addition to the general exclusions to the policy, the following circumstances are excluded from cover:

- ◆ Cancellation of rental at the initiative of the Owner or his principal for a reason other than those described in the NATURE AND SCOPE OF THE COVER section of the cover document.
- ◆ Refusal by the Tenant to take possession of the Rented Property due to its non-conformity.
- ◆ Modification of the Rental Agreement by the Tenant.

## ✓ REPRODUCING KEYS FOLLOWING LOSS, BREAKAGE OR THEFT

### PURPOSE OF THE COVER

In the event of the established Theft, breakage or loss by the Tenant of the keys to the Rented Property, We will reimburse the Tenant for the cost of replacing the keys ONLY, up to the ceiling shown in the Table of Benefits.

This cover applies only if the Insured Party or the Owner are not already covered by a policy taken out elsewhere.

### WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

The Insured Party must notify LIBBELA within 5 working days of the theft or loss of the keys, following the procedure described in the section on "What to do in the event of a claim ". After this period, if we suffer any loss whatsoever as a result of the Insured Party's late declaration, the Insured Party loses all right to compensation.

The declaration must be accompanied by:

- A copy of the police report made within 48 hours of the theft,
- The original invoice for the keys to be replaced and/or a statement from the Owner stating the purchase price,
- A receipted invoice for the cost of replacing the keys,
- Written confirmation from the Owner or his representative confirming the loss or breakage of the keys and their replacement,
- Proof of theft or breakage (witness statements, etc.),
- A copy of the Rental Agreement.

**Online:** <https://sinistre.xplorassur.com/>

Any declaration that does not comply with the provisions of this cover will result in forfeiture of any right to reimbursement.

Don't forget to mention:

- your full address;
- your telephone number;
- the name of your rental agency;
- your rental reference number;
- the start and end dates of your Stay.

### WHAT WE EXCLUDE

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

- ◆ Oversight.
- ◆ Any theft other than the keys to the Rented Property.
- ◆ The absence of a random event (a random event is defined as a sudden, unforeseeable event beyond the Insured Party's control).

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→ NATURE OF COVER  
AND EXCLUSIONS  
FROM  
THE OWNER'S  
COVER (Owner's Package)

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For the purposes of this cover, the following definitions apply  
"Insured Party ", refers to the Owner of the Rented Property in accordance with the section below.

✓ TENANT CANCELLATION

This cover applies exclusively in countries in which the Insured Party does not already benefit from cover under a policy taken out elsewhere.

PURPOSE OF THE COVER

In the event that the general terms and conditions of sale stipulate that the rental is not payable in advance in full, We will reimburse the Owner for the outstanding Balance, up to the ceiling stated in the Table of Benefits, in the event of unjustified cancellation of the Stay by the Tenant within the 3 days prior to the start of the rental period (with the exception of the tourist tax and administration fees), subject to the property not being re-let in whole or in part to another tenant during the same period

The benefit of the cover is granted ONLY upon production of a sworn statement that the property, or part of it, has not been re-let to another tenant for the same period.

It is expressly stipulated that the cover may only be invoked insofar as the reservation of the Stay has been confirmed by the payment of a deposit by the Tenant, and that the event which leads us to provide the benefit was uncertain when the present policy was taken out. The balance requested for reimbursement may in no case exceed 75% of the total rental amount.

WHAT WE EXCLUDE

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

- ◆ Cancellation of rental at the initiative of the Owner or his representative.
- ◆ Refusal by the Tenant to take possession of the Rented Property due to its non-conformity.
- ◆ Cancellations due to an Epidemic or Pandemic unless the COVID EXTENSION has been taken out by the Tenant in accordance with the terms and conditions set out in APPENDIX 1.

✓ OWNER'S CIVIL LIABILITY

This cover is in addition to, or instead of, the Owner's personal insurance covering the same risks in the event of damage or liability.

PURPOSE OF THE COVER

We insure the Owner against the financial consequences of any civil liability he or she may incur as a result of bodily injury, property damage or consequential losses caused to the Tenant following an Accident involving the equipment and/or movable or immovable property of the rented premises, up to the amounts shown in the Table of Benefits.

We also cover the financial consequences of the Owner's liability to the Tenant for accidental pollution originating in the rented premises, for which he is liable, and which occurs during the rental of the property owned by the Owner, up to the amounts shown in the Table of Benefits.

The cover applies under the following conditions

:

- when the Owner has caused a loss or damage to the Tenant, who has filed a civil liability claim against the Owner,
- and when the Harmful Event occurs between the initial start date of the cover and its cancellation or expiry date, regardless of the date of the other aspects pertaining to the incident/claim.

WHAT WE EXCLUDE

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

- ◆ losses or damage intentionally caused or provoked by the Owner as a natural person, or as a de jure or de facto director of the company in the case of a legal entity,
- ◆ losses or damage resulting from the use of motor vehicles, sailing boats, motorboats or air sports,
- ◆ Property damage to any land-based, sailing or motor vehicle (motorcycles, boats, rental cars or other vehicles),
- ◆ losses or damage resulting from any professional activity,
- ◆ the consequences of any property damage or bodily injury affecting the owner, his/her spouse, ascendants or descendants,

- ◆ consequential damage, except when it is the consequence of property damage or bodily injury covered by the policy (in which case coverage is subject to the limits set out in the Table of Benefits),
- ◆ business premises,
- ◆ any measures taken on your initiative without our prior agreement,
- ◆ Losses or damage by a deliberate or inexcusable failure on your part to comply with standards and regulations issued by the competent authorities in application of the legal or regulatory texts in force,
- ◆ Losses or damage resulting from the poor condition, inadequacy or defective maintenance of equipment or facilities for storing, containing or treating polluting products and waste, as well as losses or damage resulting from the non-conformity of insured buildings,
- ◆ Losses or damage resulting from the unsuitability or faulty design of equipment, installations or devices designed to purify or filter pollutants,
- ◆ Fines for non-compliance with applicable regulations,
- ◆ Fees charged to you, even if these fees are intended to remedy a situation resulting from pollution damage giving rise to cover,
- ◆ Costs incurred in restoring defective equipment or installations, or in bringing buildings up to standard,
- ◆ any pollution or environmental damage that occurs slowly, gradually or progressively,
- ◆ any pollution or environmental damage caused by facilities classified for the protection of the environment and subject to prefectural authorization,
- ◆ any pollution or environmental damage caused by wastewater treatment plants, incineration plants, rubbish dumps or waste treatment and/or landfill sites,
- ◆ losses or damage caused by any harm to the environment resulting from the production of noise, odours, vibrations, waves, radiation, changes in temperature or humidity,
- ◆ disused buildings,
- ◆ animals,
- ◆ castles or buildings classified as historic monuments.

## ✓ PROPERTY DAMAGE

We cover, up to the amount stated in the Table of Benefits, Property Damage caused by the Tenant to your entrusted property (movable or immovable) located inside the Rented Property (listed in the inventory attached to the Rental Agreement), and belonging to you in your capacity as the Owner, for the duration of the Stay stated in the Rental Agreement.

If the damage caused by the Tenant is intentional, the Owner is only covered if the perpetrator(s) has/have been the subject of a complaint to the relevant authorities, which has not been withdrawn within 48 hours.

A rate of obsolescence/ageing will be applied, according to the table below.

This Property Damage cover cannot be combined with the Tenant's Holiday Civil Liability cover.

### AGEING RATE

With invoice	5% per year from date of purchase, up to a maximum of 50%.
Without invoice	50% on the basis of the price (incl. VAT) of an equivalent replacement item.

### HOW MUCH DO WE PAY OUT?

5,000 inc. VAT for damage to entrusted personal property and real estate, after deduction of the applicable /ageing/obsolescence rate.

### EXPERT APPRAISAL

Damage to insured property is assessed by mutual agreement or, failing that, by a privately agreed expert appraisal, subject to the respective rights of the parties. Each party chooses an expert. If the experts thus appointed do not agree, they appoint a third expert. The three experts work together by majority vote.

If one of the parties fails to appoint its own expert, or if the two experts fail to agree on the choice of a third, the appointment is made by the competent judicial authority. This appointment is made pursuant to a simple request signed by both parties, or by one party only, the other party having been convened by registered letter.

Each party pays its own expert's fees and expenses. The fees of the third expert and the costs of his appointment, if any, are borne equally by the Insured Party and the Insurer.

## WHAT WE EXCLUDE

In addition to the general exclusions applicable to the policy, we cannot intervene in the following circumstances:

- ◆ Property Damage resulting from water damage, freezing, fires, Explosions or theft,
- ◆ Wear and tear, maintenance faults and purely cosmetic damage that do not interfere with normal use of the item,
- ◆ Missing furnishings.
- ◆ Any theft, attempted theft and acts of vandalism or damage committed by the Owner, his/her spouse or cohabitee, as well as by persons usually living in the same household,
- ◆ Damage sustained while the premises containing the insured items are fully occupied by third parties other than the tenant, or persons authorized by the tenant,
- ◆ Deliberate damage caused by neighbours or third parties,
- ◆ Theft of and deliberate damage to furniture in common areas or outside the Rented Property,
- ◆ Theft or loss of keys to the premises,
- ◆ Losses resulting from usage or use that does not comply with the Rental Agreement,
- ◆ Damage, theft and deterioration of valuables in addition to cash and funds (jewellery, paintings, drawings, engravings, manuscripts, statues and other works of art),
- ◆ Damage caused by humidity, condensation, fog or smoke,
- ◆ Breakdowns of equipment made available to the Tenant,
- ◆ Damage to lamps, fuses, electronic tubes, cathode ray tubes, semi-conductive crystals, heating elements and heated blankets,
- ◆ The cost of repairing, unclogging or replacing pipes, taps and appliances in water and heating systems,
- ◆ Damage, theft and deterioration caused to trees and plantations,
- ◆ Damage, theft and deterioration caused to computer equipment, accessories, peripherals and the software required to operate them, as well as audiovisual and multimedia equipment,
- ◆ Expenses incurred to establish the reality of your loss or to confirm it (expert reports, photos, bailiff's reports).

## ✓ RE-LETTING COSTS IN THE EVENT OF CANCELLATION BY THE TENANT

### TOTAL RE-LETTING COSTS

In the event of the re-letting of a cancelled Stay, the Insurer pays the Owner an indemnity to cover re-letting costs.

The amount of this indemnity is expressed as a percentage of the amount of the re-let(s) for the cancelled period concerned and is shown in the Table of Benefits.

Compensation cannot be combined with the Owner's compensation under the holiday rental CANCELLATION cover.

### PARTIAL RE-LETTING COSTS

If the property has been partially re-let and does not cover the entire Stay initially booked, the claim will only cover the actual non-relet period, subject to the submission of the corresponding supporting documents and within the limits stated in the Table of Benefits.

Please note that the amount paid by the Tenant at the time of booking does not give rise to any payment on the part of the Insurer.

Compensation cannot be combined with the Owner's compensation under the holiday rental CANCELLATION cover.

### RE-LETTING COSTS FOLLOWING DAMAGE TO THE RENTED PROPERTY

In the event of a fire, explosion, storm or water damage rendering your rented premises unfit for use on the scheduled start date of the Stay or during the Stay or obliging the Owner to rehouse the Tenant, we will cover the additional cost of the new rental, up to the maximum amount indicated in the Table of Benefits and for the rental dates specified in the Holiday Rental Agreement.

You agree to provide us, upon request, with all documents required to process your claim (copy of the Rental Agreement, re-letting agreement, date of the Loss/Incident and any other information required to establish that you are unable to ensure the enjoyment of the rented property).

This cover for Re-letting Costs in the event of the Tenant's cancellation cannot be combined with the Tenant's cover for the UNAVAILABILITY OF THE RENTED PREMISES.



## WHAT WE EXCLUDE

In addition to the general exclusions applicable to the policy, we cannot intervene in the following circumstances:

- ◆ Cancellation of the rental at the initiative of the Owner or his representative,
- ◆ Refusal by the Tenant to take possession of the Rented Property due to its non-conformity,
- ◆ Cancellations due to an Epidemic or Pandemic unless the COVID EXTENSION has been taken out by the Tenant in accordance with the provisions of APPENDIX 1.

## HOW MUCH DO WE PAY OUT?

We cover the amount of cancellation costs incurred on the day of the event for which cover is provided, in accordance with the Service Provider's general terms and conditions of sale, up to the maximum amount shown in the Table of Benefits.

In the event of partial re-reletting, We will pay the balance of the Stay remaining payable by you after the deduction of the re-let amount.

## → GENERAL POLICY FRAMEWORK

Like all insurance and assistance policies, this one entails both rights and obligations for you and us. It is governed by the French Insurance Code. These rights and obligations are set out in the following pages.

### WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE POLICY?

We cannot intervene when your claims for cover or benefits are the result of:

- ◆ Epidemics or Pandemics recognized by the national or international health authorities unless otherwise stipulated in the Special Terms & Conditions in the event of harm related to COVID-19 and in accordance with the provisions of the COVID EXTENSION shown in APPENDIX 1;
- ◆ the consequences of risk situations that are subject to collective quarantine or preventive measures by the international and/or local health authorities of the country where you are staying and/or the national health authorities of your country of origin, unless otherwise stipulated in the cover.
- ◆ the consequences of civil war or foreign war, riots or civil commotion, in accordance with article L121-8 of the French Insurance Code;
- ◆ the consequences of the voluntary participation in a crime, misdemeanour, riot or strike by the Insured Party and of persons travelling with the Insured Party and insured under this policy, except in cases of legitimate self-defence;
- ◆ intentional non-compliance with the regulations of the country being visited;
- ◆ the disintegration of the atomic nucleus or any irradiation from ionizing radiation;
- ◆ the use of medication or narcotics not prescribed by a competent medical authority;
- ◆ damage resulting from the consumption of alcohol by the Insured Party, characterized by the presence in the blood of a level of pure alcohol equal to or in excess of that set by the regulations of the country being visited, governing motor vehicle traffic;
- ◆ accidents and their consequences intentionally caused or provoked by the Insured Party;
- ◆ the practice of any sport in a professional capacity;
- ◆ taking part in endurance or speed events, on board any land, water or air vehicle,

- ◆ The booking fees, cleaning packages and tourist tax listed in the Rental Agreement, as well as the insurance premium, airport taxes (reimbursed by the carrier or any collecting body) and visa costs are non-refundable;
- ◆ Border closures, practical organization, accommodation and safety conditions at the destination;
- ◆ Forgetting or failing to vaccinate;
- ◆ The simple fact that visiting the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs;
- ◆ events for which either the Tour Operator or the Carrier may be held liable pursuant to Title I of Law no. 2009-888 of July 22, 2009 on the development and modernization of tourist services, unless otherwise stipulated in the cover;
- ◆ restrictions on the free movement of people and goods, the closure of airports, the closure of borders;
- ◆ failure to comply with safety rules brought to the attention of the Insured Party and persons travelling with the Insured Party and insured under this policy, as well as members of the Insured Party's family, in connection with the practice of sporting activities;
- ◆ suicide or attempted suicide of the Insured Party and of persons travelling with the Insured Party and insured under this policy, as well as the Insured Party's family members;
- ◆ the absence of reasonably foreseeable circumstances;
- ◆ insured property and/or activities when the Insurer is prohibited from providing an insurance policy or service as a result of a sanction, restriction or prohibition provided for by conventions, laws or regulations, including those decided by the United Nations Security Council, the Council of the European Union, or by any other applicable national law;
- ◆ insured property and activities when they are subject to a sanction, restriction, total or partial embargo or prohibition provided for by conventions, laws or regulations, including those decided by the United Nations Security Council, the Council of the European Union, or by any other applicable national law. It is understood that this provision only applies in the event that the insurance policy, the insured goods and activities fall within the scope of the decision concerning the sanctions, total or partial embargo or prohibition.

of the Harmful Event and likely to cover the pecuniary consequences thereof.

#### HOW IS YOUR PAY-OUT CALCULATED?

If compensation cannot be determined by mutual agreement, it will be assessed by amicable expert appraisal, subject to our respective rights.

We each choose our own expert. If these experts disagree with each other, they call in a third, and all three operate jointly by majority vote. Should either of us fail to appoint an expert, or if the two experts fail to agree on the choice of a third, the appointment is made by the Presiding Judge of the Tribunal Judiciaire (Ordinary Court) ruling in summary proceedings. Each of the co-contracting parties bears the costs and fees of its own expert, and, where applicable, half those of the third.

#### PENALTIES INCURRED

Any concealment or intentional misrepresentation, omission or inaccuracy concerning the circumstances of the risk known to the Insured Party, is punishable in accordance with the provisions of articles L. 113-8 and L. 113-9 of the French Insurance Code, namely:

a) article L113-8: even if it had no influence on the Loss or Claim, by the nullity of the policy in the event of concealment or intentional misrepresentation on the part of the Insured Party, when this misrepresentation changes the subject of the risk or reduces the Insurer's assessment thereof;

b) article L13-9: depending on whether it is established before or after a claim, when the bad faith of the Member or the Insured Party is not established, by the following consequences:

- before a Claim, by an increase in premiums or cancellation of the policy,
- after a Claim, by a reduction in the Claim indemnity in proportion to the level of contributions paid compared to the level of contributions that would have been due if the risks had been accurately and completely declared.

#### OTHER INSURANCE

In accordance with article L. 121-4 of the Code, if all or part of the risks covered by the present policy are or come to be covered by another insurance policy, the Insured Party must immediately declare this to the company, stating the name of this insurer and the amounts insured. When several insurance policies against the same risk are taken out fraudulently or deceitfully, the penalties provided for in article L. 121-3, first paragraph, of the Code (invalidation of the Policy and damages) shall apply. When they are contracted without fraud, each of them produces its effects within the limits of the Policy's cover and in compliance with the provisions of article L. 121-1 of the Code with the exception of the civil liability cover of the present policy, which only applies if the Insured Party does not benefit from civil liability cover under another insurance Policy in force on the day of the occurrence

Within these limits, the beneficiary of the Policy may obtain compensation for damages from the insurer of his choice.

#### COMPLAINTS

Difficulties may arise during the life of the Policy. Therefore, for any request for or correction of information or in the event of a dispute, you must first consult your LIBBELA Manager in writing:

by post: LIBBELA - Service réclamation -  
28 rue de l'Amiral Hamelin - 75116  
PARIS - FRANCE

or

by e-mail: [reclamation@libbela.com](mailto:reclamation@libbela.com)

You will receive an acknowledgement of receipt within 10 working days. You will be kept informed of the progress of the examination of your situation, and will receive, unless an exception is justified in writing, a reply at the latest within two (2) months from sending your claim letter.

If you are not satisfied with the response, you can contact the Insurer's customer relations department (AREAS - 49, rue de Miromesnil 75380 Paris cedex 08, [www.areas.fr](http://www.areas.fr), telephone: 01 40 17 65 00) who will reply within the same timeframe (not cumulative), i.e. within two months of the date of dispatch of your letter of complaint.

In the event of persistent disagreement and of the expiry of a period of two (2) months after your complaint has been sent, provided that no legal action has been taken, you may refer the matter to the Insurance Mediator - Médiation de l'Assurance - (TSA 50110 75441 Paris cedex 09 or online [www.mediation-assurance.org](http://www.mediation-assurance.org)). The Insurance Mediator's opinion is not binding on the parties, who are free to accept or reject the proposed solution and refer the matter to the court with jurisdiction for the matter.

AUTHORITY RESPONSIBLE FOR  
SUPERVISING THE INSURANCE

COMPANY

Aréas Assurances is supervised by the Autorité de contrôle Prudentiel et de Résolution 4, place de Budapest, CS 92459, 75436 Paris cedex 09.

#### PERSONAL DATA PROTECTION

In accordance with Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016, on the Protection of Personal Data (the

GDPR), we inform you that the data collected will be subject to automated processing by Aréas Assurances and LIBBELA, the data controller for the conclusion, management and performance of Insurance Policies and for commercial prospecting and management purposes. It may be passed on to companies in the Aréas group and to its

partners for the same purposes, including outside the European Union. This data will be kept for the legal data retention periods.

You have a right of access, rectification, opposition on legitimate grounds and deletion, in addition to the right to specify instructions relating to the storage, deletion and communication of your personal data after your death. You also have a right to data portability concerning your personal data. All of your rights may be exercised by contacting the Data Protection Officer at the following address:

AREAS ASSURANCES - Service Conformité – DPO. 47 Rue de Miromesnil 75380 PARIS Cedex 08 or at the following e-mail address: [dpo@areas.fr](mailto:dpo@areas.fr)

Or,  
LIBBELA - 28 rue de l'Amiral Hamelin 75116 PARIS or by e-mail: [dpo@libbela.com](mailto:dpo@libbela.com).

You can find out more about your rights on our website [www.areas.fr](http://www.areas.fr) or on the CNIL (French data protection authority) website at [www.cnil.fr](http://www.cnil.fr).

#### CONSUMERS' RIGHTS TO OBJECT TO TELEPHONE CANVASSING

If you do not wish to be the subject of commercial marketing by telephone, you can register free of charge on an opposition list against telephone marketing.

These provisions apply to any consumer, i.e. any natural person acting for purposes which are not part of their commercial, industrial, craft or liberal profession activity.

#### SUBROGATION

In accordance with the provisions of article L121-12 of the French Insurance Code, the Insurer is subrogated to the rights and actions of the Insured against the Third Parties responsible for the Loss, to the extent of the indemnity paid by him.

In the event that Subrogation can no longer be exercised in favour of the Insurer for reasons attributable to the Insured Party, the Insurer will then be freed from its obligations towards the Insured Party to the extent that Subrogation could have been exercised.

#### LIMITATION OF ACTIONS ARISING FROM THE INSURANCE POLICY

The limitation period is the period beyond which no claim is admissible.

Any action arising from the present policy is time-barred after two years from the event giving rise to it.

Article L114-1 of the French Insurance Code

"All actions arising from an insurance policy are time-barred two years after the event giving rise to them.

However, this period only runs:

1° In the event of concealment, omission, false or inaccurate declaration of the risk, from the day the insurer became aware of it;

2° In the event of loss, only from the date on which the interested parties became aware of it, if they can prove that they were unaware of it until then.

When the Insured Party's action against the Insurer is based on the recourse of a Third Party, the limitation period runs only from the day on which the Third Party has taken legal action against the Insured Party or has been compensated by the Insured Party.

The limitation period is extended to ten years in Life Insurance Policies when the beneficiary is a person other than the Policyholder, and in personal accident insurance Policies when the beneficiaries are the deceased Insured Party's beneficiaries.

For life insurance Policies, notwithstanding the provisions of 2°, the beneficiary's actions are time-barred thirty years at the latest from the date of the Insured Party's death.

The limitation period can be interrupted as provided for in article L 114.2 of the French Insurance Code:

Article L114-2 of the French Insurance Code

"The limitation period is interrupted by one of the ordinary causes that interrupt the limitation and by the appointment of experts following a loss. The limitation period of the action may additionally result from the sending of a registered letter or an electronic registered letter, with acknowledgement of receipt by the insurer to the Insured Party with regard to the action for payment of the premium and by the Insured Party to the insurer with regard to the settlement of the claim".

Article L114-3 of the French Insurance Code

"Notwithstanding article 2254 of the French Civil Code, the parties to an insurance Policy may not, even by mutual agreement, modify the duration of the limitation period, nor add to the causes of its suspension or interruption.

The ordinary causes that interrupt the limitation mentioned in article L114-2 are those set out in articles 2240 to 2246 of the Civil Code, reproduced below:

Article 2240 of the French Civil Code: "The acknowledgement by the debtor of the right of the person against whom he was prescribing interrupts the limitation period"

Article 2241 of the French Civil Code: "An application to the courts, even in summary proceedings, interrupts the prescription period as well as the time limit for debarment.

The same applies if the claim is brought before a court that does not have jurisdiction or if the act of bringing the claim before the court is annulled due to a

procedural defect.”

Article 2242 of the French Civil Code: The interruption resulting from the application to the court has effect until the proceedings are terminated.

Article 2243 of the French Civil Code: The interruption is null and void if the claimant withdraws their claim or allows the proceedings to lapse, or if their claim is definitively rejected.”

Article 2244 of the French Civil Code: The limitation period or the time limit for debarment is also interrupted by a protective measure taken in application of the French Code of Civil Enforcement Procedures or an act of forced execution”.

Article 2245 of the French Civil Code: “The summoning of one of the joint and several debtors by way of an application to the court or a writ of execution or the acknowledgement by the debtor of the right of the person against whom they were prescribing interrupts the limitation period against all the others, and even against their heirs.

On the other hand, a summons issued to one of the heirs of a joint and several debtor or the acknowledgement of this heir does not interrupt the prescription period in respect of the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. This summons or this acknowledgement only interrupts the period of prescription against the other co-debtors for the share for which this heir is bound. To interrupt the limitation period for the whole, in respect of the other co-debtors, all the heirs of the deceased debtor must be summoned or acknowledged”.

Article 2246 of the French Civil Code: A summons issued to the principal debtor or their acknowledgement interrupts the limitation period against the guarantor”.

#### COMPETENT COURTS - APPLICABLE LAW

Pre-contractual and contractual relations are governed by French law, and in particular the Insurance Code.

The French courts shall have sole jurisdiction over any legal proceedings relating to this Policy.

#### LANGUAGE USED

The language used in pre-contractual and contractual relations is French.

#### COMBATING MONEY LAUNDERING AND THE FINANCING OF TERRORISM

In order to meet its legal obligations, the Insurer implements monitoring processes to combat money laundering and the financing of terrorism, and to apply financial sanctions.

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→ COMMON PROVISIONS CONCERNING  
THE TENANT'S HOLIDAY CIVIL LIABILITY  
AND THE CIVIL LIABILITY OF THE  
OWNER

TRANSACTIONS - ACKNOWLEDGEMENT OF  
LIABILITY

No acknowledgement of liability or transaction accepted by you without our agreement shall be enforceable against us. However, admission of a material fact is not considered an admission of liability, nor is the mere fact of having provided urgent assistance to a victim, when this is an act of assistance that every person has the right to perform.

LEGAL PROCEEDINGS

In the event of an action brought against the Insured Party, we will defend the Insured Party and manage the proceedings regarding the facts and damages covered by this Policy.

However, he/she may join our action if he/she can justify an interest of his/her own that is not covered by the present policy.

The fact that we provide for his/her defence as a precautionary measure may not be interpreted as an acknowledgement of cover, and in no way implies that we accept liability for losses or damage that are not covered by the present policy.

CLAIMS & REDRESS

With regard to means of redress:

- we are free to exercise this right before the civil, commercial or administrative courts within the scope of the cover provided by this policy,
- actions for redress before the criminal courts may only be lodged with the Insured Party's consent,
- if the dispute only concerns civil matters, a refusal to agree to the proposed means of redress shall entitle us to claim compensation equal to the loss incurred by us as a result.

The Insured Party may not oppose us exercising our means of redress against a liable Third Party if the latter is covered by another insurance policy.

NON-INVOCABILITY OF FORFEITURE

Even if the Insured Party fails to meet his or her obligations after a claim, we are obliged to indemnify the persons to whom he or she is liable.

In this case, however, we retain the right to bring an action for reimbursement against the customer for all sums paid or placed in reserve by us on the customer's behalf.

COURT COSTS

We assume the cost of legal proceedings, quittance and other settlement costs. However, if the Insured Party is ordered to pay an amount greater than the covered amount, each of us will assume these costs in proportion to our respective shares in the order.



## APPENDIX 1: COVID EXTENSION

### WHAT DO WE COVER?

Notwithstanding the exclusions of the present policy and subject to taking out the present extension, we guarantee the reimbursement of the sums actually paid and the Cancellation, Modification, Interruption or Late Arrival Expenses due under the present Policy, up to the amount stated in the table of benefits and after the deduction of tourist taxes, insurance premiums and administrative fees, for one of the following reasons:

#### BEFORE your trip

##### → In the event of cancellation

- Illness or serious illness resulting from COVID-19 contamination of the Insured Party with proof of this being provided by a medical authority, and resulting in quarantine and/or hospitalization during the dates of stay or contraindicating the Stay (proof will be required).
- Death or serious illness requiring hospitalization of a member of the Insured Party's family as a result of COVID-19 contamination declared within 30 days prior to departure, with proof of this being provided by a medical authority and requiring the Insured Party's presence during the dates of Stay (supporting documents will be required).

In the event of cancellation due to serious illness befalling the Insured Party or a Member of his/her family, we will pay out in accordance with the above conditions and only if the result of a PCR test is "positive" for COVID-19.

For the cover to be valid, the test must only be performed:

- either at the request of a doctor, consulted BEFORE performing the test to verify existing symptoms,
- or at the Insured Party's initiative and confirmed by a doctor after a "positive" PCR test result, consulted for the treatment and monitoring of existing symptoms in the 15 days prior to the start of the Stay.

Any trip cancellation due to a positive PCR test performed outside these conditions cannot be covered by this policy and will result in no reimbursement.

- Positive result for COVID-19 from a PCR test carried out within 72 hours prior to departure, as required by the health authorities of the destination country, the tour operator or the transport company in order to be able to make the trip.

Any trip cancellation due to a positive PCR test performed outside these conditions cannot be covered by this policy and will result in no reimbursement.

- Boarding denied following COVID-19 screening at the airport of departure. Proof from the transport Insurer that denied you boarding, or from the health authorities, must be sent to us. In the absence of this proof, no compensation will be possible.

##### → In the event of late arrival

- Quarantine and/or hospitalization due to the Insured Party's COVID-19 infection, resulting in a delay in reaching the place of Stay on the date and time initially planned, justified by a "positive" PCR test.
- Hospitalization due to the infection of a Member of the Insured Party's family by COVID-19, resulting in a delay in reaching the place of Stay on the date and at the time initially planned, justified by a "positive" PCR test.

DURING your stay

→ In the event a Stay is interrupted

- Quarantine and/or hospitalization due to Insured Party's COVID-19 infection during the Stay, and justified by a "positive" PCR test (supporting documents will be required).
- Hospitalization due to the infection of a Member of the Insured Party's family by COVID-19 during the Stay and justified by a "positive" PCR test (supporting documents will be required).

**It is your responsibility to establish the reality of the situation giving rise to entitlement to our benefits. We therefore reserve the right to refuse your claim, on the advice of medical adviser, if the information provided does not prove the reality of the facts.**

HOW LONG DO YOU HAVE TO REPORT A LOSS / INCIDENT?

**Two stages**

1/ At the first sign of illness, you must notify your Service Provider or Renter IMMEDIATELY.

If you cancel the trip at a later date with your Service Provider or Renter, we will only reimburse the cancellation fee from the date of the recommendation not to undertake the trip certified by a competent authority, in accordance with the cancellation schedule set out in the Service Provider or Renter's special terms and conditions of sale.

2/ Secondly, you must declare the claim to LIBBELA within five working days of the event giving rise to the cover.

**Online: <https://sinistre.xplorassur.com/>**

If this deadline is not met and we suffer loss as a result, you will lose all rights to compensation.

Don't forget to mention:

- your full address;
- your telephone number;
- the name of your rental agency;
- your rental reference number;
- the start and end dates of your Stay.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your written Claim must be accompanied by:

- in the event of serious illness and/or hospitalization: a medical certificate and/or hospitalization report specifying the origin, nature, seriousness and foreseeable consequences of the illness;
- in the event of a "positive" PCR test: the doctor's prescription corresponding to the PCR test to be performed or corresponding to the treatment of the Serious Illness;
- in the event of denied boarding: proof issued by the transport company that denied you boarding, or by the health authorities; (in the absence of this proof, no compensation will be possible).
- in the event of death: a certificate and the civil status (births, deaths & marriages) form.

You must provide LIBBELA with the documents and medical information required to process your claim, as well as the medical questionnaire to be completed by your doctor.

If you do not have these documents or information, you must obtain them from your attending physician and send them to LIBBELA. You must also supply any information or documents you may be asked to provide in order to justify the reason for your Claim, and in particular:

- all photocopies of prescriptions for medicines, tests or examinations, as well as all documents proving that they have been issued or carried out, and in particular sickness insurance forms containing copies of the corresponding labels for medicines prescribed.
- statements from Social Security and additional organisations or any other similar body, relating to the reimbursement of treatment costs and the payment of daily allowances,
- the original receipted invoice for the sum that you must pay to the Service Provider/Renter, or which is retained by the latter,
- your insurance policy number,
- the registration form issued by the Service Provider or Renter,
- and any other necessary documents.

It is also expressly agreed that you accept in advance the principle of an examination by our medical advisor. If you object without a legitimate reason, you will lose your entitlement to cover.

#### WHAT WE EXCLUDE

In addition to the general exclusions common to all cover, the following are also excluded:

- ◆ Inability to leave due to border closures, travel restrictions, transport cancellations, practical organisation, accommodation or safety or security conditions at the destination;
- ◆ Forgetting or failing to get vaccinated;
- ◆ PCR tests not required by the destination country, the transport company or the tour operator;
- ◆ PCR tests that do not meet the conditions of this cover;
- ◆ Antigen tests;
- ◆ Any person declared as a COVID 19 contact case but not confirmed by a positive PCR test and/or not preventing the trip from taking place;
- ◆ An illness or event that was first diagnosed, or was the subject of a relapse or aggravation prior to the date of subscription to this policy and which makes travel impossible for the Insured Party;
- ◆ An illness or event that was first diagnosed, or was the subject of a relapse, aggravation or hospitalisation between the date on which the Stay was purchased and the date of subscription to the insurance policy;
- ◆ The health situation at the place of Stay;
- ◆ Events occurring between the date of subscription to the insurance policy and the departure date of your trip, not listed in the article "WHAT DO WE COVER" of this APPENDIX;
- ◆ The simple fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs.