



ANNULATION



LIABILITY
INSURANCE



CAP VACATION RENTAL

POLICY NO. 53,786,003



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COVER	COMMENCEMENT DATE	EXPIRY OF COVER
ON-RISK PERIOD		
CANCELLATION OF STAY	The day of registration for travel.	The day of departure for the stay.
OTHER INSURANCE	Without exception, the day of departure.	Without exception, the day of return.

INSURANCE COVER	MAX. AMOUNTS INCLUDING TAX *
CANCELLATION OF STAY	
Cancellation costs	According to the organiser's conditions of sale (max. reimbursement of deposit) Maximum 10.000 € per let
- Illness, accident or death of a Family Member - Worsening of a previous illness or injury	Excess: 30 € / let
Cancellation for all other justified reasons	Excess: 10% with a minimum of 50€ / let

HOLIDAY INTERRUPTION COSTS	
Reimbursement of terrestrial services not used in the event of medical repatriation or early return home	On a Prorata temporis basis

THIRD PARTY COVER	
Personal injury and material damages following fire, explosion or water damages	max 1.525.000 €.
Damages to moveable property of the owner of the rented property	max.2.500 €
Absolute excess per claim	75 €

ANTI-SURPRISE COVER

**Failure to correspond to description:
refusal by the lessee to occupy the rented property**

Amounts kept by the owner, according to conditions of sale, within the limit of a let of 10.000 €

**Fraudulent transaction :
let carried out in a fraudulent manner**

Reimbursement of amounts paid by the deceived lessee

***Rate applying according to legislation in force**

SOME ADVICE

BEFORE YOUR DEPARTURE

- Make sure you have the right forms for the length and nature of your Stay and for the country you are visiting (there are specific regulations for the European Economic Area). These kinds of forms are supplied by the Health Insurance Fund of which you are a member, so that in the event of an illness or accident that Fund can take direct responsibility for your medical expenses.
- If you are travelling to a country which is not part of the European Union and the European Economic Area (EEA), you must get information, before your departure, in order to check whether the country in question has entered into a social security agreement with France. To do so, you must ask your Caisse d'Assurance Maladie whether you fall into the scope of application of the said agreement and whether you need to carry out any formalities (to obtain a form, etc.).
- To obtain the documents, you must address a query before your departure to the competent institution (in France contact your Caisse d'Assurance Maladie).
- If you are undergoing treatment, do not forget to take your medicines with you, and let us know how these are being carried, depending on your means of travel and your destination.
- Given that we are not a substitute for emergency assistance services, we recommend, particularly if you

are engaging in a high-risk physical or motorised activity, or if you are travelling in an isolated region, to ensure in advance that arrangements for emergency rescue have been put in place by the competent authorities of the country concerned, so that they can respond to any call for help that you might make.

- Should your keys be stolen or lost, it could be important to know the key numbers. Please make a note of these in advance.
- Similarly, if your identity documents or means of payment are lost or stolen, it is easier to replace them if you have taken the trouble to photocopy them and make a note of your passport, identity card and bank card numbers, to be kept separately.

ON LOCATION

If you are ill or injured, please contact us as soon as possible, after first calling the emergency services (ambulance, fire services etc.), as we are not a substitute for these services.

ATTENTION

Some conditions may be excluded from or have limited cover under your policy. We advise you to carefully read the General Provisions set out herein.



**Aon France trading under the trademark
Chapka Assurances.**

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ORIAS N°07 001 560 | Simplified joint-stock company with
a capital of 46 027 140 euros | Paris Trade and Companies

Register N°: 414 572 248 | European Union VAT N°: FR 22
414 572 248

Financial guarantee and civil liability insurance
in accordance with sections L.512-7 and L.512-6
of the French Insurance Code.



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SUBJECT OF AGREEMENT

The purpose of these General Provisions of the insurance policy agreement agreed between EUROP ASSISTANCE, a business regulated by the French Insurance Code, and the Party Taking Out Insurance, is to set out the reciprocal rights and obligations of EUROP ASSISTANCE and the Insureds as defined below.

This policy is governed by the French Insurance Code.

DEFINITIONS

In this policy, the following words and phrases have the following meanings:

Abroad:

The term Abroad means the whole world except for the country in which your Home is located and excluded countries.

Cancellation:

The non-occurrence of the Stay reserved by you, for reasons and in circumstances falling within the "CANCELLATION OF STAY" head of cover, as set out in the "CANCELLATION OF STAY" section.

European Economic Area:

"Western Europe" means the following countries Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Iceland, Italy, Latvia, Lithuania, Liechtenstein, Luxembourg, Malta, Norway, The Netherlands, Poland, Portugal, Czech Republic, Romania, United Kingdom, Slovakia, Slovenia, and Sweden.

Event:

Any situation which under these General Conditions may give rise to a claim for assistance by the Insurer/Assistance Provider.

Excess:

The part of the amount of expenses which shall be borne by you.

France:

France means Metropolitan France

French overseas departments and regions:

The term above means Guadeloupe, French Guiana, Martinique, Mayotte and Réunion Island.

Holiday let

The holiday let contracted by the Insured through a letting organisation or from a private individual must meet all the following conditions:

- The premises let may be all times of accommodation in a building, including hotel rooms, caravan, camper, house boats and mobile homes,

- the premises must be in France or Abroad,
- the premises must be furnished,
- the premises let must not be the regular home of the Insured,
- the let must be permitted for up to 90 consecutive days, which cannot be renewed, for a leisure stay,
- the Insured must not be the owner, bare owner, usufruct, lessee or free occupant of the premises let.

Home:

Your Home is deemed to be your main and usual place of residence which is set out as your home on your income tax assessment. It is located in the European Economic area, Switzerland, Andorra, the Principality of Monaco, DROM, New Caledonia and French Polynesia.

Insured:

Insureds will be the natural persons who have jointly reserved a furnished holiday let, through the intermediary assistance of a letting organisation or from a private individual, and have stipulated the contract on their own behalf.

Said persons shall have to live in the European Economic Area, Switzerland, Andorra, the Principality of Monaco, DROM, New Caledonia and French Polynesia.

Only up to 9 people can be insured on the same contract. In this policy the Insureds may equally be referred to as "you".

Insured incident:

Any incident of a contingent nature which may give rise to a claim under this policy.

Insurer:

Insurance cover are provided by and arranged by EUROP ASSISTANCE, a business regulated by the French Insurance Code, a limited company with share capital of €35,402,786, registered under no. 451 366 405 in the Nanterre Trade & Companies Register, the registered office of which is located at 1 Promenade de la Bonnette, 92230 Gennevilliers, France. In this policy, the company EUROP ASSISTANCE is referred to as "we" or "us".

Proposer:

A let organiser having its registered office in France who enters into this policy on behalf of other beneficiaries, hereinafter referred to as the Insured.

Serious accident

An event that is sudden and unforeseen affecting any natural person, not intentional on the part of the victim, resulting from the sudden action of an external cause and prohibiting him from moving on his own.

Serious illness:

A pathological condition duly certified by a medical practitioner which makes it impossible to leave one's home and requires medical treatment and the complete cessation of all professional activities.

Stay:

Stay means all stay by an Insured for a maximum, non-renewable duration of 90 consecutive days in a holiday let.

WHAT IS THE COVER FOR TRAVELLING EXPENSES?

The insurance applies to Stays:

- for leisure only of which the dates, destination and cost are specified on the invoice issued by the Subscribing let organisation,
- the duration of which does not exceed 90 consecutive days.

GEOGRAPHICAL COVERAGE OF THIS POLICY

The insurance cover (described in the chapter on "GENERAL INSURANCE PROVISIONS") apply to the whole world.

EXCLUSIONS :

in general, countries are excluded if in a state of civil war or are engaged in a foreign war, of known political instability or which are involved in popular movements, riots, acts of terrorism, reprisals, restriction of the free circulation of people and goods (for whatever reason, notably health, security, weather-related, etc.) or disintegration of the atomic nucleus, or any radiation from a radioactive energy source.

To get information before your departure, please contact our Customer Care Line on 01 41 85 85 41 (add the international call access code and the country code 33 when calling from outside France).

HOW TO USE OUR SERVICES?

YOU WANT TO MAKE A CLAIM REGARDING AN EVENT THAT IS COVERED UNDER THE INSURANCE

In the 5 days immediately following the date on which you become aware of the Claim, you or a person acting on your behalf must report the insured incident on our website: <https://sinistre.europ-assistance.fr/>

EUROP ASSISTANCE

Claims Department



1 Promenade de la Bonnette
92633 Gennevilliers CEDEX (France)

e-mail: slv@europ-assistance.fr

Tel: 01 41 85 90 72

- * between 9:00 am and 6:00 pm, Monday to Friday
- * This number is for claims only

If you fail to report the insured incident within this period, you shall lose the right to claim under your policy in respect of that insured incident, if we can establish that we have suffered.

WHAT ARE THE TERMS OF APPLICATION OF THE COVER ?

We reserve the right to require all information and documents necessary to support any claim under the policy (death certificate, evidence of family relationship, evidence of the

ages of children, evidence of home address, proof of expenses, tax demand redacted so as to conceal all details other than your name and address and the persons constituting your household for tax purposes).

We only provide assistance if the occurrence of the Event giving rise to the claim was still uncertain at the date of signature of the policy and the date of departure.

DOUBLE INSURANCE

If the risks covered by this policy are covered by another form of insurance, you must inform us of the name of the insurer with whom the other insurance has been arranged (ref article L. 121-4 of the French Insurance Code), as soon as you become aware of this information and at the latest when reporting an insured incident.

FALSE STATEMENTS

- If and insofar as they misrepresent the subject of the risk or reduce our assessment of the risk, any non-disclosure or intentionally false statement on your part shall avoid the contract. We will retain any premiums already paid and we will be entitled to demand payment of all premiums due (Article L.113-8 of the Insurance Code);
- Any omission or inaccurate statement made on your part where bad faith is not established shall result in the termination of the policy 10 days after notification to this effect addressed to you by letter sent by recorded delivery and/or application of the reduction of indemnities (article L. 113- 9 of the French Insurance Code).

FORFEITURE OF COVER DUE TO FRAUDULENT STATEMENTS

If, in case of an insured incident (as provided by these General Provisions), you knowingly use incorrect documents or fraudulent means by way of evidence, or make inaccurate or incomplete statements, you shall forfeit all rights to the insurance cover provided by these General Provisions, for which these statements are required.

✕ CANCELLATION OF STAY

WHAT WE COVER

When you are forced to cancel your Stay before departure, we will reimburse you, up to the maximum cover and with an Excess specified in the Table of Amounts Covered below, the cancellation costs incurred as at the day of the claim (deposits, security deposits or any amounts kept by the holiday let organisation or the individual lessee) in compliance with the general conditions of sale or lease (except for administrative costs, tax, visa costs and insurance premiums connected with the stay and less any reimbursement or compensation granted by the holiday let organisation or by the private lessor as a result of the cancellation). This insurance only applies in the event of complete cancellation of the let.

WHAT INCIDENTS DO WE COVER?

We cover cancellations arising from the reasons and circumstances set out below, but no others.

SERIOUS ILLNESS, SERIOUS ACCIDENTS AND DEATH (including aggravation of previously existing illnesses and after-effects of a previous accident):

- Affecting you, your legal or de facto spouse or the person accompanying you provided that said person is listed on the same receipt for the insurance policy set out herein;

- Affecting you, your legal or de facto spouse or the person accompanying you provided that said person is listed on the same receipt for the insurance policy set out herein;
- suffered by your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law;

CANCELLATION FOR ALL JUSTIFIED REASONS

The cover shall be provided to you, following deduction of an Excess and of a minimum amount, which are detailed in the Table of Amounts Covered:

- In all cases of Cancellation which could not have been foreseen on the date on which this policy was taken out, which were outside of your control and for which evidence is provided;
- similarly, cancellation, for a valid reason, by one or more persons booking at the same time as you and insured under this policy (maximum 9 people).

The "CANCELLATION OF STAY" cover does not provide insurance against an inability to travel relating to the material organisation of the trip by the organiser (i.e. a tour operator or airline), including in the case of the purchase of flights only and/or of the organiser being at fault (e.g. because of strikes, cancellations, postponements or delays) or relating to circumstances in respect of accommodation or of the security of the place of destination.

EXCLUSIONS

In addition to the general exclusions set out in the paragraph headed "WHAT GENERAL EXCLUSIONS APPLY TO THE POLICY?" in the "Framework of the Agreement" part of the policy, the following are excluded:

- Cancellation owing to a person being in hospital at the time that your Stay was booked or the policy was signed;
- Illness requiring psychiatric treatment, whether in the form of drugs or of therapy, (including nervous depression) unless this has caused the person to be hospitalised for more than four consecutive days as at the date of cancellation of your Stay;
- Omitted vaccinations;
- accidents resulting from the practice of the following sports: bobsleighbing, rock climbing, skeleton, skiing, tobogganing competitions, any aerial sports, as well as accidents caused by taking part in matches or competitions or training for matches or competitions.
- Non-production, for any reason howsoever, of required Stay documents, such as passports, visas, travel tickets, vaccination cards, except in the event of theft on the departure date of passports or ID cards which are duly reported to the competent authorities;
- Illnesses and accidents where the initial report, relapse, aggravation or hospitalisation occurred between the date of booking of your Stay and the date of signature of this policy;
- Administration fees, taxes, visa fees and insurance premiums pertaining to the Stay.

WHAT AMOUNT DO WE COVER?

We shall pay for the amount of the cancellation costs incurred as at the date of the Event and falling within the cover, in

accordance with the General Terms & Conditions of Sale of the holiday let organisation or private lessor, up to the maximum and subject to the Excess amount set out in the Table of Amounts Covered.

BY WHAT TIME MUST YOU REPORT THE INSURED EVENT?

You must immediately notify the holiday let organiser or private lessor, which is the Proposer of the policy, and advise us within the 5 working days immediately following the Event to which the cover relates. To do so, you must submit the claim declaration at the end of these General Conditions.

If the Cancellation and/or the incident report is or are late, we cover only Cancellation costs chargeable as at the date of the insured incident giving rise to the Cancellation.

LIMITATION OF COVER

The amount payable under this insurance must not exceed the actual total of the penalties charged following the cancellation of the stay. Administration fees, taxes, visa fees and the insurance premium are not reimbursable.

WHAT MUST YOU DO WHEN THERE IS AN INSURED INCIDENT?

Your incident report must be sent together with:

- In case of illness or accident, a medical certificate specifying the origin, nature, gravity and foreseeable consequences of the incident or accident, as well as a photocopy of the sick note if you are an employee and photocopies of any medical prescriptions and, if applicable, the results of any tests and examinations that have taken place;
- In the event of a death, a death certificate and evidence of family relationship;
- In the event of being made redundant, a photocopy of the letter of redundancy, a photocopy of the contract of employment and a photocopy of the payslip certifying the balance of your account;
- In all other cases, all relevant documents.

The medical certificate must be sent in a sealed envelope and marked for the attention of a medical expert to be appointed by us.

For this purpose, you must exempt your doctor from the obligation of professional confidentiality in relation to our appointed medical expert. As an essential condition, the Insured, in claiming under the policy, must send all documents contractually required under this policy, and may not rely on any reason preventing their production, except for reasons beyond the parties' control (force majeure). If you object to this without a valid reason, you risk losing your rights under the policy.

You acknowledge, as an express term of this policy, that we have the right to treat any claim under the policy as being subject to this condition.

You must also forward to us any information or documents which you may be asked to provide as evidence of the reason for your cancellation, in particular:

- Any statements from the social security authorities or any equivalent organisation, concerning the reimbursement of costs of treatment and the payment of daily sickness benefit;
- the original copy of the cancellation invoice prepared by the holiday let organisation or the private lessor;
- your insurance policy number;
- the registration slip issued by the holiday let organisation or the private lessor;

- In case of an accident, you must specify its causes and circumstances and provide us with the names and addresses of those responsible and, if possible, of the witnesses.

The "CANCELLATION OF STAY" cover is not in addition to the cover of "ANTI-SURPRISE: FRAUDULENT TRANSACTION".



HOLIDAY INTERRUPTION COSTS

WHAT WE COVER

We reimburse you on a pro rata temporis basis of the holiday costs already paid to the holiday letting organisation and not used (exclusive of transport), as from the day of the Event resulting in your return early, in the following cases:

- following your travel/repatriation organised by an insurer, in the conditions defined in these General Conditions,
- if a close relation (your spouse, an ascendant, a descendant of yourself or of your spouse) is hospitalised or dies, or if one of your brothers or sisters dies and, as a result, you were to have to curtail your Stay.
- If an Insured Incident (a break-in, a fire, water damage) took place at your Home and this imperatively necessitated your presence, and because of this you were to have to curtail your Stay.

WHAT AMOUNT DO WE COVER ?

Compensation is in proportion to the number of days of Stay that go unused and the number of persons who have effectively freed up the place of the Stay.

Compensation is paid subject to the maximum amounts set out in the Table of Amounts Covered per let, without however it being in excess of the ceiling per Event. To determine the compensation amount, administration, visa and insurance expenses shall be deducted, and likewise reimbursements and compensation amounts granted by the holiday let organiser or private lessor. This cover is in addition to your home insurance policy or, for lack thereof, any home multi risk policy.



THIRD PARTY LIABILITY

This cover is in addition to your home insurance policy or, for lack thereof, any home multi risk policy.

WHAT WE COVER

The pecuniary consequences you may incur as lessee of a holiday let by virtue of any bodily injury or material damage caused to others by fire, water damage or explosion occurring in the premises occupied temporarily by way of holiday let, up to the amounts indicated in the Table of the Amounts of Cover. The cover shall apply under the following circumstances:

- When you have caused damage or losses to a third party and you may be liable for having done so under civil law if a claim is made;
- And when the prejudicial act occurred between the date on which the cover initially came into effect and the date on which it was terminated or on which it expired, irrespective of the date of the other particulars pertaining to the Insured Incident.

EXCLUSIONS

In addition to the general exclusions applicable to the policy and set out in the paragraph headed "WHAT GENERAL EXCLUSIONS APPLY TO THE POLICY?" in the "Framework of the Agreement" part of the policy, the following are excluded:

- The damage or losses which you caused or brought about intentionally as a physical person or as the legal and actual director of a firm if you are a legal entity;
- Injury or damage arising from the use of motor vehicles, or of any and all air, sea or river navigation means, or from engaging in air sports;
- The material damage caused to any and all terrestrial motor vehicles or to any and all air, river or sea navigation mechanisms;
- Injury or damage arising from any professional activity. The consequences of any and all insured incidents in respect of damage or losses or bodily injury affecting you, your spouse, your ascendants or your descendants;
- Non-pecuniary damage except when it is the consequence of covered pecuniary damage or losses or bodily injuries, in which case cover for its understood to take place as set out as per the ceiling provided for in the Table of Amounts Covered;
- all measures taken at your initiative without our prior consent;
- accidents resulting from the practice of the following sports: bobsleighbing, rock climbing, skeleton, skiing, tobogganing competitions, any aerial sports, as well as accidents caused by taking part in matches or competitions or training for matches or competitions.
- empty premises,
- premises for professional use.

SETTLEMENT – ADMISSION OF LIABILITY

We are not liable for any amount payable by reason of any admission of liability or of any settlement or compromise accepted by you without our approval. Nevertheless, acceptance of the facts of the case does not amount to admission of liability, any more than the bare fact of having arranged for urgent help for the victim, where this is an act of assistance which anyone may reasonably perform.

PROCEDURE

In the event that an action is brought against you, we shall take on your defence and shall manage the trial as regards the acts, damage and losses which fall within the scope of the cover set out herein.

However, you can join our action as soon as you can prove that your own interests are at stake, interests which do not come under the scope hereof.

The fact that we take on your defence as a precautionary measure cannot be interpreted by you to constitute an acknowledgement of a guarantee and it in no way, shape or form implies that we agree to bear the cost of damage or losses which might not be covered by this policy.

In this event, we nevertheless reserve the right to proceed against you for the reimbursement for all the amounts which we have paid or deposited instead of you.

CLAIMS

In respect of your options as to claims:

- Before civil, commercial and administrative courts, we are free to bring claims as we wish within the framework of the cover provided by the policy set out herein.
- Before criminal courts, options as to claims may only be exercised with your consent.
- If a dispute only concerns civil-law interests at a later point in the proceedings, your refusal to grant your consent to the option to bring a claim which is envisaged gives rise to a right as to us to claim from you compensation equal to the loss which shall have resulted therefrom for us.

You cannot object to us bringing a claim against a third party who or which is liable if the latter is covered by another insurance policy.

INAPPLICABILITY OF FORFEITURE PROVISIONS

Even if you fail to perform your obligations following the insured incident, we may still be required to compensate the persons to whom you are liable. In this event, we nevertheless reserve the right to proceed against you for the reimbursement for all the amounts which we have paid or deposited instead of you..

TRIAL COSTS

We shall bear the cost of trial costs, receipt costs and other payment costs. However, if you are sentenced as regards a sum in excess of the sum covered, you and we shall bear said expenses in line with the proportional breakdown of our respective shares as set out the sentence.

ANTI-SURPRISE COVER FAILURE TO CORRESPOND TO DESCRIPTION

WHAT WE COVER

We guarantee you the reimbursement of all amounts kept by the owner or lessor of the holiday let, up to the limit of the let contract, following a refusal to occupy the holiday on grounds of failure to correspond to description given in the advertisement posted by the holiday let organisation or private lessor, on which basis you stipulated the let contract.

The term "failure to correspond to description" means:

- any major, permanent defect between the description of the holiday let and the reality, which makes the Stay impossible in normal operative conditions. Thus, merely by way of example, the following are not considered as major defects:
 - an orientation of the property of less than 30°
 - total floor area understated by less than 10 %
 - total garden area understated by less than 20 %
 - a distance with respect to the services offered at the let of less than 40 %.

In the same way, merely by way of example, a temporary defect (i.e. with a duration of less than 20 % of the total envisaged duration) of the premises leased or related services, is not considered as a permanent defect.

- concerning the property itself or the services or equipment forming part of the holiday letting and listed in the advertisement, where they represent a significant advantage attached to the letting and were decisive in the Insured person's choice of property, provided that:

- the absence of those services or equipment was verified and reported at the time of entry to the property on the first day of the letting

- the failure to work of those services or equipment was verified and reported at the time of entry to the property on the first day of the letting

WHAT AMOUNT DO WE COVER?

We will reimburse you, on presentation of documentary evidence, for any amounts (payment on account and/or outstanding balance) paid or payable by you to the owner, and retained by it, up to the amount of the rent originally stated for the planned length of the Stay and up to the limit set out in the Table of Amounts Covered.

Any claim arising from refusal to occupy the rented premises made other than in accordance with the provisions of this section will result in the loss of the right to reimbursement.

WHAT WE EXCLUDE

In addition to the general exclusions set out in the paragraph headed "WHAT GENERAL EXCLUSIONS APPLY TO THE POLICY?" of the "FRAMEWORK OF THE POLICY", cover for refused acceptance of a Lease is excluded, where grounded in:

- fraud by the lessee, i.e. any booking permitted by it using a false name or false capacity, or using fraudulent means with the general aim of misleading others to believe that a fanciful property exists or which belongs to others,
- indirect losses, loss of opportunity, loss of customers, contractual penalties,
- any lettings agreed between persons in a family relationship in any degree.

BY WHAT TIME MUST YOU REPORT THE INSURED EVENT?

You must immediately notify the holiday let organiser or private lessor and notify us of the finding of non-conformity at the latest within 5 days of your arrival, your refusal to accept the premises let and the reasons behind this. To do so, you must submit the claim declaration at the end of these General Conditions.

WHAT MUST YOU DO WHEN THERE IS AN INSURED INCIDENT?

You must lodge a complaint with the competent authorities. Your incident report must be sent together with:

- a receipt of the deposit of your complaint as quickly as possible and at least within 8 days of deposit;
- the original copy of the initial invoice acquired as prepared by the holiday let organisation or the private lessor;
- a copy of the advertisement describing the holiday let and any photographs of the premises let, etc.;
- the report on the premises, photographs, witnesses and any other documents that can show that it was indeed not a true reflection of the reality.

Reimbursement of the amount of the lease will only be assigned to the Insured or his assignees and not to any other natural person or legal entity.



ANTI-SURPRISE COVER FRAUDULENT TRANSACTION

WHAT WE COVER

Within the limits of the Table of Amounts Covered, we guarantee reimbursement of amounts paid for the holiday let of the premises made available to the public by an advertisement placed by the holiday let organiser or private lessor.

Our cover will only apply when, because of a dishonest or fraudulent act on the part of the lessor/owner (or suchlike), you are unable, despite your best efforts to do so, either to take possession of the rented property or to obtain reimbursement of the amounts spent which have been debited to your account, provided that:

- you have available to you a letting agreement signed by the owner or the letting agency;
- you make a complaint about that dishonest or fraudulent act to the competent authorities;
- you present proof that the amount has been debited (bank statements and certified copy of the cashed cheque supplied by the bank or copy of the standing order or direct debit, etc.);
- the amounts paid were not paid in cash;
- the bank which issued the payment instrument has not reimbursed you and is not in the course of a reimbursement process.

You undertake to inform us of all partial or total reimbursement by the holiday let organiser, private lessor or any other bank or insurance organisation, indemnifying the same damages during the instruction of your claim or subsequent to payment of the indemnity.

WHAT AMOUNT DO WE COVER?

The indemnity is reimbursed within the limits set out in the Table of Amounts Covered.

BY WHAT TIME MUST YOU REPORT THE INSURED EVENT?

To claim under this head of cover, you must notify the holiday let organiser or private lessor and us within 72 hours of the discovery of the fraud or suspected fraud. To do so, you must submit the claim declaration at the end of these General Conditions.

WHAT MUST YOU DO WHEN THERE IS AN INSURED INCIDENT?

provisions envisaged by these General Conditions and at risk of forfeiture, the Insured must take all steps necessary to suspend the effects of the infraction and limit the extent of the Claim. You must lodge a criminal complaint with the competent authorities.

Your incident report must be sent together with:

- a receipt of the deposit of your complaint as quickly as possible and at least within 8 days of deposit;
- a copy of the letting agreement signed by the owner or the letting agency;
- any document showing your payment made for the booking and the collection by the owner.

At our simple request to do so, you undertake to provide us with any supplementary documents we believe may be useful to pursuing the matter.

You undertake to inform us of all partial or total reimbursement by the holiday let organiser or private lessor and you undertake to return any additional reimbursement received after the claim declaration, to us.

If you knowingly use inexact documents as evidence or use fraudulent means or make inexact or reticent declarations, you shall forfeit all rights to indemnity.

Reimbursement of the amount of the lease will only be assigned to the Insured or his assignees and not to any other natural person or legal entity.

WHAT WE EXCLUDE

In addition to the general exclusions set out in the paragraph headed "WHAT GENERAL EXCLUSIONS APPLY TO THE POLICY?" in the "Framework of the Policy" part of the policy, the following are excluded:

- any booking, payment on account, bank transfer or settlement made after you were informed by the holiday let organisation or a private lessor, of a suspected fraud;
- any reservation in response to an advertisement which makes it clear that the recipient of any deposits or payments on account had no right and did not have the necessary authorisation to publish the advertisement;
- any factor affecting only the approval of the letting;
- deposits or payments on account not reimbursed by the owner because of failure on your part to comply with the rules agreed with the owner and contained in the tenancy agreement;
- any claim for reimbursement concerning the cost of travel, including petrol, incurred by you to reach your holiday destination;
- the cancellation of your stay by the owner before your departure, if they have reimbursed you for the amounts paid in accordance with your tenancy agreement within a period of 30 days following notice of the Cancellation.



FRAMEWORK OF THE AGREEMENT

This agreement is governed by French law.

COMMENCEMENT AND PERIOD OF VALIDITY

The duration of validity of all the cover corresponds to the Stay dates set out on the receipt issued by the holiday let organiser and shall not exceed 90 consecutive days, with the exception of the "CANCELLATION OF STAY" cover, which is effective on the date on which the policy is taken out by you and which expires on your departure date.

The cover "ANTI-SURPRISE: DOES NOT CORRESPOND TO THE DESCRIPTION", which takes effect on the date of signature of the policy, and expires on the day following the date on which possession was taken of the property.

The cover "ANTI-SURPRISE: FRAUDULENT TRANSACTIONS", which takes effect on the date of signature of the policy and expires, at the soonest, on the date on which the fraud was discovered before the beginning of the Stay and, at the latest, on the date on which possession of the property was taken.

CANCELLATION IN CASE OF DOUBLE INSURANCE

In accordance with article L. 112-10 of the French Insurance Code, an Insured who takes out an insurance policy for non-business purposes, if he or she can provide evidence of a preexisting policy as regards one of the risks covered by the new policy, can withdraw from the new policy, without incurring expenses or penalties, so long as he or she has not executed the policy in full or the Insured has not made a claim as regards any head of cover, within 14 calendar days from the conclusion of the new policy. The cancellation must be sent by post or e-mail to CHAPKA:

- mail to: info@chapka.fr
- by letter sent recorded delivery with advice of receipt addressed as follows: CHAPKA ASSURANCES - 31-35 rue de la Fédération, 75717 Paris Cedex 15 France.

The insurer must refund the amount of the premium paid by the Insured within not more than 30 days from the date on which the right to cancel was exercised, unless an insured incident giving rise to a claim under the policy has occurred within the period for cancellation.

HOW ARE LOSSES COVERED BY INSURANCE POLICIES ASSESSED?

If the amount of compensation cannot be determined by agreement, they must be assessed by way of an informal reference to expert opinion.

Each side must appoint an expert. If the appointed experts cannot agree, they call in a third expert and the three of them must decide collectively by majority vote.

Should one party fail to appoint an expert, or should the two experts be unable to agree on the appointment of a third, the appointment must be made by the President (Presiding Judge) of a French "Tribunal de Grande Instance" (High Court) of the district where the insured incident occurred. This appointment is made on request, signed by one or both parties; if one party has not signed, that party is invited to attend the expert hearing by registered letter. Each party is liable for the costs and fees of its appointed expert and, if applicable, one half of those of the third expert.

INSURANCE COVER: WHEN WILL YOU RECEIVE PAYMENT?

As regards insurance cover, the claim shall be settled within not more than 5 days from the date of agreement between the parties or of an enforceable judicial decision.

EXCLUSIONS IN THE CASE OF FORCE MAJEURE OR OTHER EQUIVALENT EVENTS?

In case of emergency, we cannot be used as a substitute for local organisations. We cannot be held liable for failure or delay in providing services resulting from circumstances beyond our control or events such as:

- Civil or foreign wars, known political instability, popular movements, riots, acts of terrorism, reprisals;
- Recommendations of the WHO or national or international authorities or restrictions to the free circulation of people and goods for whatever reason, notably health, security, weather related, limitation or prohibition of aeronautical traffic;
- Strikes, explosions, natural disasters, the disintegration of the atomic nucleus, or any radiation from a radioactive energy source;
- Delays in and/or impossibility of obtaining administrative documents such as entry and exit visas, passports, etc. necessary to your travel within or outside the country where you are or your

entry into the country chosen by our doctors for hospitalisation;

- Use of the local public services or by all other parties We are obliged to contact under local and/or international regulations;
- The non-existence or the unavailability of technical or human means suitable for transport (including refusal to intervene).

EXCEPTIONAL CIRCUMSTANCES

Carriers of people (in particular airlines) may impose special terms in the case of passengers with certain conditions or pregnant women at any time up to the beginning of travel, which may be varied without notice (thus airlines may require medical examinations, a medical certificate etc.).

As a result, the repatriation of said individuals can only be carried out provided that the travel provider does not refuse to provide travel thereto, and of course, provided that no unfavourable medical opinion has been issued (as provided for and in accordance with the terms and conditions provided for in the "TRAVEL/REPATRIATION"), with a view to the health of the Insured or of the child who is to be born.

WHAT GENERAL EXCLUSIONS APPLY TO THE POLICY?

The general exclusions of the policy are those common to all heads of cover and the assistance services set out in these General Conditions. The following are excluded:

- civil or foreign wars, riots, popular unrest,
- voluntary participation by an insured person in riots, strikes, fights or acts of violence,
- the consequences of nuclear fission or any radiation emitted by a radioactive energy source,
- unless otherwise agreed, an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm, except in the context of the provisions of French Act no. 82-600 of 13 July 1982 concerning the compensation of victims of natural catastrophes,
- the consequences of using medicines, drugs, stupefying substances and similar products other than on medical prescription, and of alcohol abuse,
- any voluntary act by you which could give rise to a claim under the policy.

SUBROGATION

Once we have incurred costs in the course of providing our insurance cover and/or assistance services, we are entitled to take over and enforce any claims and rights of action which you may have against third parties liable for the insured event, as provided by article L 121-12 of the Insurance Code.

Our right of recovery is limited to the total cost incurred by us in performance of this agreement.

WHAT IS THE LIMITATION PERIOD?

Article L 114-1 of the Insurance Code:

All claims arising from a contract of insurance shall expire two years after the date of the event from which they arose. However, this period only runs:

- 1 - in the case of any non-disclosure, omission or false or inaccurate statement about the risk incurred, from the date on which the insurer becomes aware of such;

2 - following an insurable event, from the day when the interested parties became aware of it, it they can prove that they were unaware of it till then. When the claim of the insured party against the insurer arises out of a claim by a third party, the time limit only runs from the date on which that third party brought an action against the insured party or was indemnified by the latter.

Article L 114-2 of the Insurance Code:

The limitation period is interrupted by the ordinary grounds for interruption of limitation periods and by the appointment of experts following a claim. The interruption of the limitation period can, moreover, also take place by the sending of a letter by recorded delivery with advice of receipt, addressed by the insurer to the insured party regarding a claim for payment of the premium, and by the insured party to the insurer regarding the settlement of the indemnity.

Article L 114-3 of the Insurance Code:

As an exception to Article 2254 of the Civil Code, the parties to the insurance contract cannot, even by mutual agreement, amend the limitation period nor add to the grounds for suspension or interruption of such.

The ordinary causes of the interruption of the limitation period are defined in Articles 2240 to 2246 of the Civil Code: the debtor's admission of the claim for which he was claiming limitation (article 2240 of the Civil Code), the commencement of legal proceedings (articles 2241 to 2243 of the Civil Code) or process for the enforcement of a judgement (articles 2244 to 2246 of the Civil Code).

COMPLAINTS - DISPUTES

In the event of a complaint or dispute, please apply to:



Chapka Assurances

Claims department
31-35 rue de la Fédération,
75717 Paris Cedex 15 France

If the matter cannot be dealt with within 10 working days, a letter of acknowledgement will be sent to you within that period. A reply to your complaint in writing will be sent to you no later than two months from the date of receipt of your initial complaint.

If you entered into your policy through an intermediary and the matter relates to its duty to advise and provide information or concerns the policy marketing conditions, the complaint made by you must be addressed to this intermediary only.

If the dispute continues after examination of your claim by our Customer Services Department ("Service Remontées Clients"), you may contact the Mediator by post or over the internet:



LA MÉDIATION DE L'ASSURANCES

TSA 50110 - 75441 Paris CEDEX 09 (France)
<http://www.mediation-assurance.org/>

You remain free at any time to bring the matter before a court of competent jurisdiction.

SUPERVISING AUTHORITY

The supervisory authority is the Autorité de Contrôle Prudentiel et de Résolution (A.C.P.R.), 1, promenade de la Bonnette - 92633 Gennevilliers Cedex (France).

DATA PRIVACY

EUROP ASSISTANCE, a company governed by the French Insurance Code, with its registered office at 1, promenade de la Bonnette - 92633 Gennevilliers cedex (France) (hereinafter the "Insurer"), acting as the person in charge of processing, processes the Policy holder's personal data in order to:

- manage assistance and insurance requests,
- organise customer satisfaction surveys of Policy holders who have benefited from its assistance and insurance services,
- to draw up sales statistics and actuarial studies,
- to examine, accept, check and monitor risk,
- to manage potential litigation and implement legal measures,
- to implement monitoring duties in the context of money laundering and the financing of terrorism, asset freezing measures, the fight against the financing of terrorism, including the triggering of alerts and declarations of suspicion,
- to implement the measures against insurance fraud,
- to manage the recording of phone conversations with the Insurer's employees or those of its subcontractors for the purpose of training and assessing employees and improving the quality of service, as well as to manage potential disputes.

The Policy holder is informed of and accepts that their personal data be processed for specific purposes. This processing is carried out under the terms of the contract.

The collected data is mandatory. If this data is not communicated, it will be more difficult, or even impossible, to manage the Policy holder's requests for insurance or assistance.

To this effect, Policy holders are informed that their personal data is for use by the Insurer, in charge of processing, and the Insurer's subcontractors, subsidiaries and agents. In order to fulfil its legal and regulatory duties, the Insurer may communicate data to the legally authorised administrative or judicial authorities.

Policy holders' personal data is kept for a variable amount of time depending on the use (6 months for phone recordings, 10 years for medically-related processing, 5 years for other processing), increased by the mandatory retention periods for accounting purposes and the legal duration of the statute of limitations.

Policy holders are informed and accept that their personal data be communicated to recipients in third countries outside the European Union that have equivalent protection. Data transfers to these third countries are governed by:

- a cross-border flow agreement drawn up in compliance with standard contractual manager-to-subcontractor clauses issued by the European Union and currently applicable.
- the subscription contracts of Insurer entities to internal conditions compliant with recommendation 1/2007 of the Article 29 Work group on the standard request to approve constraining company rules for the transfer of personal data.
- a cross-border flow agreement drawn up in compliance with the currently applicable Privacy Shield for data transfers to the United States.

Policy holders may request a copy of the appropriate guarantees covering data transfer from one or other of the addresses indicated below.

The purpose of these flows is to manage assistance and insurance requests. The following categories of data are covered:

- identity related data (in particular: surname, first name, gender, age, date of birth, phone number, email address) and privacy related data (in particular: family situation, number of children),
- location data,
- health data, including the social security number (NIR).

Policy holders, as persons concerned by the processing, are informed that they have a right of access, correction, deletion and portability of their data, as well as a right to limit its processing. They also have a right to oppose. Policy holders have the right to withdraw their consent at all times, without having an impact on the validity of the processing based on consent before it was withdrawn. Furthermore, they have a right to draw up specific and general directives as to the preservation, deletion and communication of their data after their death.

Policy holders may exercise their rights by contacting the Data protection delegate by letter accompanied by the photocopy of a signed identity document to one or other of the following addresses:

- or by email: protectiondesdonnees@europ-assistance.fr,
- or by post: EUROP ASSISTANCE - À l'attention du Délégué à la protection des données - 1, promenade de la Bonnette - 92633 Gennevilliers (France*)

Finally, Policy holders are informed that they have the right to file a complaint with the Commission Nationale Informatique et Libertés (French Data Privacy Watchdog).

RIGHT OF CONSUMERS TO REFUSE COLD CALLING

EUROP ASSISTANCE FRANCE hereby informs Policy holders, in compliance with the French 17th March 2014 Act n° 2014-344, that if they do not wish to be the subject of sales prospecting by phone by a professional with which they have no pre-existing contractual relationship, they can register free of charge on the register of people who reject phone prospecting by sending a letter or an email to:

SOCIÉTÉ OPPOSETEL

 Service Bloctel
6, rue Nicolas Siret - 10000 TROYES (France)
<http://www.bloctel.gouv.fr/>

 **LIST OF COUNTRIES (ANNEX)**

ZONE 1 : FRANCE

Metropolitan France (FR)
Principality of Monaco (MC)

ZONE 2: EUROPE AND MEDITERRANEAN COUNTRIES

(to the exclusion of French overseas departments, regions and territories, the Canary Islands, the Azores and the Asian part of Russia)

Albania (AL)	Lithuania (LT)
Germany (DE)	Luxembourg (LU)
Andorra (AD)	Macedonia (MK)
England (see United Kingdom)	Madeira (XC)
Austria (AT)	Malta (MT)
The Balearic Islands (XA)	Morocco (MA)
Belgium (BE)	Moldova (MD)
Belarus (BY)	Monaco (MC)
Bosnia and Herzegovina (BA)	Montenegro (ME)
Bulgaria (BG)	Norway (NO)
Cyprus (CY)	The Netherlands (NL)
Croatia (HR)	Poland (PL)
Denmark (except Greenland) (DK)	Continental Portugal (PT)
Scotland (see United Kingdom)	Romania (RO)
Continental Spain (ES)	United Kingdom (GB)
Estonia (EE)	Russia, Federation (the European part, to the Ural Mountains) (RU)
Finland (FI)	San Marino (SM)
Metropolitan France (FR)	Serbia (RS)
Georgia (GE)	Slovakia (SK)
Gibraltar (GI)	Slovenia (SI)
Greece (GR)	Sweden (SE)
Hungary (HU)	Switzerland (CH)
Ireland (IE)	Czechia (CZ)
Israel (IL)	Palestinian Territories (PS)
Italy (IT)	Tunisia (TN)
Jordan (JO)	Turkey (TR)
Latvia (LV)	Ukraine (UA)
Liechtenstein (LI)	Vatican, City State (the Holy See) (VA)

ZONE 3: WORLDWIDE

Except excluded countries under the terms of paragraph "GEOGRAPHICAL COVERAGE OF THIS POLICY".



Aon France trading under the trademark Chapka Assurances.

Head office | 31-35 rue de la Fédération | 75717 Paris Cedex 15 France | t +33(0)1 47 83 10 10 | aon.fr

ORIAS N°07 001 560 | Simplified joint-stock company with a capital of 46 027 140 euros | Paris Trade and Companies

Register N°: 414 572 248 | European Union VAT N°: FR 22 414 572 248

Financial guarantee and civil liability insurance in accordance with sections L.512-7 and L.512-6 of the French Insurance Code.