

## TRAVEL INSURANCE

# General provisions for insurance and assistance

Cancellation Insurance Package short stays contract No IB1600281NLCA3 contract No IB1700311NLCA3
Cancellation Insurance Package medium-term stays contract No IB1600281NLCA4 contract No IB1700311NLCA4
Cancellation Insurance Package long stays contract No IB1600281NLCA5 contract No IB1700311NLCA5
Multi-risk Package short stays contract No IB1600281NLMU3 contract No IB1700311NLMU3
Multi-risk Package medium-term stays contract No IB1700311NLMU4 contract No IB1700311NLMU4
Multi-risk Package long stays contract No IB1700311NLMU5 contract No IB1700311NLMU5







#### **GENERAL PROVISIONS FOR CENTER PARCS**

This collective insurance policy is subscribed by CENTER PARCS NV, also acting on behalf of its subsidiaries, with EUROP ASSISTANCE, also acting on behalf of its Irish branch, EUROP ASSISTANCE SA IRISH BRANCH, in the presence of AON France.

CENTER PARCS EUROPE N.V., a private limited liability company under the law of the Netherlands, having its registered office at Rivium Boulevard 213, 2909 LK Capelle aan den ljssel, KVK – nr.24319980. BTW-nr NL 8108803495B01, represented by Mr P. Ferracci and Mr Haak Wegmann, directors;

EUROP ASSISTANCE, a limited company (S.A.) operating under French law, with share capital of €35,402,786, identified in the Trade and Companies Register (RCS) of Nanterre under No. 451 366 405, the company being regulated by the Insurance Code and having its registered offices at 1 Promenade de la Bonnette − 92230 GENNEVILLIERS - FRANCE.

Also acting on behalf of its Irish branch, trading under the name of EUROP ASSISTANCE SA IRISH BRANCH and with its head office at 4th Floor, 4-8 Eden Quay, Dublin 1, D01 N5W8, Ireland, registered in Ireland under Certificate  $N^{\circ}$  907089,

Represented by Mrs Béatrice OGÉE acting in her capacity of Chief Executive Officer;

In the presence of AON France, an insurance and re-insurance brokerage firm with capital of 46,027,140.00 euros, identified in the ORIAS under No. 07 001 560 and in the Trade and Companies Register (RCS) of PARIS under No. 414 572 248, with registered offices at 31-35, rue de la Fédération, 75015 Paris,

Represented by Mr Stéphane DUMAS acting in his capacity of Director of Operations

## EFFECTIVE DATE AND VALIDITY PERIOD OF SERVICES AND GUARANTEES

SERVICES	EFFECTIVE DATE	EXPIRY OF SERVICES
CANCELLATION CHARGE	The policy subscription date	The day of departure
OTHER GUARANTEES	The day of departure	The day of return

N.B.: In all cases, our guarantees end automatically 30 days from the departure date of the Insured.

#### **TABLES SHOWING GUARANTEE AMOUNTS**

#### CANCELLATION INSURANCE PACK

INSURANCE GUARANTEES	Amounts (inclusive of VAT)/Person
CANCELLATION OF STAY	According to conditions indicated in the cancellation charge grid Refund up to €5,000 max./accommodation unit and €20,000 max./event
- Serious illness, serious accident or death	No excess
- Cancellation for any duly justified reasons	10% excess with a minimum of €50/accommodation unit

### **ALL RISK PACK**

INSURANCE GUARANTEES	Amounts (inclusive of VAT)/Person
CANCELLATION OF STAY	According to the conditions of the cancellation charge grid €5,000 max./accommodation unit and €20,000 max./event
- Illness, serious accident or death	No excess
- Cancellation for any justified reason	10% excess with a minimum of €50/accommodation unit
LUGGAGE AND PERSONAL EFFECTS	
Theft or damage to luggage, personal effects or sports and leisure equipment during the voyage and throughout the stay.	€2,000
Excess	€30/claim
- Theft of valuables	€750
- Indemnity for delays in delivery of luggage	€300
• THIRD PARTY HOLIDAY COVER Overall cap on guarantee	€4,500,000/event
- including bodily injury and moral prejudice/ consequential loss following insured bodily injury	€4,500,000/event
- including property damage and consequential loss following insured property damage	€150,000/event
- including claims brought by neighbours and third parties	€150,000/event
Absolute excess per loss	€75
EXPENSES INCURRED FROM INTERRUPTION OF STAY	
- Refund of on-land services not used in the case of medical repatriation or early return	On a <i>prorata temporis</i> basis with a maximum of €5,000/accommodation unit
• LATE ARRIVAL	
- Refund of overnight stays not made	Indemnity calculated on a <i>prorata temporis</i> basis of days not stayed
Excess	1 night
• INTERRUPTION OF SPORTING OR LEISURE ACTIVITY	
- Compensation for interrupted practice of sporting or leisure activity	On a pro rata basis of the number of activity days unused, within a limit of €500/person
ASSISTANCE SERVICES	Amounts (incl. of VAT)/person
ASSISTANCE TO INDIVIDUALS IN THE CASE OF ILLNESS OR INJURY	
- Transport/Repatriation	Actual expense
- Return of insured family members or an insured companion	Return ticket
- Substitute driver	One-way ticket or driver
- Extension of stay	Hotel €80/night (max 4 nights)
- Early return due to hospitalisation of a family member	Ticket for return journey
- Tutor for schooling continuity: in the case of repatriation and hospitalisation or immobilisation at home of a child beneficiary for a period of at least 2 weeks	20 hours of courses

ASSISTANCE SERVICES	Amounts (incl. of VAT)/persor
• MEDICAL EXPENSES	
- Refund of medical expenses and advance on hospitalisation costs	
- In the country where you live	€1,000
- Abroad	€30,000
- Dental emergencies	€160
Excess on medical expenses	€30
ASSISTANCE IN THE CASE OF DEATH	
- Transport of body	Actual expense
- Cost of coffin or urn	€1,500
- Return of insured family members or companion	Ticket for return journey
- Early return due to death of a family member	Ticket for return journey
• TRAVEL ASSISTANCE	
- Advance of bail abroad	€15,300
- Payment of lawyers' fees abroad	€1,600
- Early return in the event of a loss occurring at	,
home - Transmission of urgent messages (only from	Ticket for return journey
a foreign country)	
- Sending of medicines	Cost of sending
- Assistance in the event of theft, loss or destruction of identity documents or payment means	Advance of €1,500
• POST-TRIP ASSISTANCE	
- Home nurse	20 hours max. (€30/hour)
- Delivery of meals	Meal delivery for 15 days (€30/day)
- Delivery of groceries	Delivery once a week for 15 days (€15/delivery)
- Home child care at the residence of the Insured	Return ticket for a neighbour or home care provider 20 hours max. (€25/hour)
- Transport of pets to a neighbour's house	Transport for €230 max.
OR	
- Pet care	Board and lodging expenses for 10 days (€20/day)
- Home help	20 hours (€20/hour)
- Hospital comfort	Rental of a television for a max. amount of €70 while in hospital
- Private tutoring: in case of repatriation and hospitalisation or immobilisation at the residence of a beneficiary child for at least 2 weeks	20 hours of course
ROADSIDE ASSISTANCE	
- Technical assistance and towing	Up to €250 max.
- Continuation of the trip and return home or recovery of the repaired vehicle (repairs > 4 hours)	Taxi or rental vehicle
ASSISTANCE "SOS forgotten item"	Refund of postage costs

#### **SOME ADVICE**

#### BEFORE LEAVING FOR A TRIP ABROAD

Make sure that you have the appropriate forms for the duration and nature of your trip and for the country you are visiting (there is specific legislation application to the European Economic Area). These different forms are provided by the Health Insurance Fund (Caisse d'Assurance Maladie) to which you belong and may authorise the Fund to pay your medical expenses directly in the case of illness or accident.

If you are travelling in a country that is not part of the European Union or European Economic Area (EEA), you must find out, before your departure, whether this country has signed an agreement with France. In order to do this, you must ask your Health Insurance Fund (Caisse d'Assurance Maladie) whether such an agreement applies to you and whether you need to carry out any formalities (collect a form, etc.).

In order to obtain these documents, you must apply to the relevant institution before your departure.

If you are undergoing treatment, don't forget to take your medicines with you and ensure that their conditions of transport are compliant and suitable for the means of transport and appropriate to your destination.

Insofar as we are unable to substitute for the emergency services, we advise you, particularly if you practise physical or motor activities that may present a risk or if you are travelling in isolated areas, to make sure that an emergency rescue service has been set in place by the relevant authorities in the country concerned to come to your assistance should you require it.

In the case of loss or theft of your keys, it may be important to know their numbers. Take the precaution of making a note of these.

Similarly, in the case of loss or theft of your identity papers or means of payment, it is easier to report and apply for replacements of these documents if you have photocopies and have noted down the numbers of your passport, ID card and credit cards, which you will keep separately from the documents themselves.

#### **ON SITE**

Should you fall ill or suffer injury, contact us without delay after having called the emergency services (ambulance, fire brigade, etc.) for which we cannot substitute.

#### NR.

You should ready these General Provisions carefully. They specify the respective rights and obligations of both parties and provide answers to questions that the insured may have.

## GENERAL PROVISIONS CONCERNING INSURANCE AND ASSISTANCE

#### 1. OBIECT OF THE CONTRACT

These General Provisions concerning the insurance and assistance contract concluded between EUROP ASSISTANCE, a company regulated by the Insurance Code, and the Subscriber, have the purpose of stipulating the reciprocal rights and obligations of EUROP ASSISTANCE and the Insurance Gode.

#### 2. DEFINITIONS

#### A. DEFINITIONS COMMON TO INSURANCE AND ASSISTANCE

For the purposes of this contract, the following terms have the meanings attributed to them below:

#### ACCIDENT (PERSONAL)

A sudden and unexpected event affecting the Insured, unintentional on the part of the latter, arising from a sudden action with an external cause.

#### INSIIRED

The following are considered as Insureds:

- the party reserving the stay with CENTER PARCS
- and all regular occupants of the accommodation unit, provided that their Domicile is located within a country in the European Economic Area (EEA).

In this contact, the Insureds are also referred to as "you".

#### INSURER/ASSISTANT

The insurance guarantees and assistance services are covered and implemented by EUROP ASSISTANCE, a company regulated by the Insurance Code, a limited company

(Société Anonyme) with share capital of €35,402,786, identified in the Trade and Companies Register (RCS) of Nanterre under No.451 366 405, having its registered offices at 1, promenade de la Bonnette, 92230 Gennevilliers, France, and also acting on behalf of its Irish branch trading under the name of EUROP ASSISTANCE SA IRISH BRANCH and having its main office at 4th Floor, 4-8 Eden Quay, Dublin 1, D01 N5W8, Ireland, registered in Ireland under Certificate N° 907089.

In this contract, the company EUROP ASSISTANCE is referred to as "we/us".

#### DOMICILE

Your main and habitual place of residence, indicated as such on your tax returns, is considered as your Domicile. It must be located in Western Europe.

#### ABROAD

The term Abroad means the whole world except your country of Domicile and the excluded countries.

#### • EUROPEAN ECONOMIC AREA

The European Economic Area means the following countries: Germany, Austria, Belgium, Bulgaria, Cyprus, Denmark, Spain, Estonia, Finland, France, United Kingdom, Greece, Hungary, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, the Netherlands, Poland, Portugal, the Czech Republic, Romania, Slovakia, Slovenia, Sweden, Andorra and the Principality of Monaco.

#### EVENT

Any situation described in these General Provisions and that originates a request for the Insurer's intervention.

#### EXCESS

The part of the costs remaining payable by you. The Excess amount for each event covered is specified in the Table of guarantees.

#### HOSPITALISATION

Any admission of an Insured, supported by a hospital record, into a hospital or clinic on the prescription of a physician following an Illness or Accident and requiring at least one overnight stay in the hospital institution.

#### IMMOBILISATION

Total or partial physical incapacity to move around, duly confirmed by a physician, following an Illness or Accident, and requiring rest on site. This must be supported by a medical certificate or a detailed sickness certificate, depending on the Insured concerned.

#### ILLNESS

A pathological state duly confirmed by a medical doctor, requiring medical treatment and presenting a sudden and unexpected character.

#### FAMILY MEMBER

A Family Member means the spouse, partner in a civil union or duly registered common law partner living under the same roof, the legitimate, natural or adopted children of the Insured, the mother and father, the brothers and sisters, the grandparents, parents-in-law (i.e. the parents of the Insured's spouse) or the grandchildren.

#### STAY

A stay means a period of at most 30 consecutive and non-renewable days in a seasonal location of the body or intermediary with which this contract was subscribed.

#### LOSS

A Loss means any unforeseeable/unexpected event invoking one or more of the guarantees under this contract.

#### LOSS AT THE DOMICILE

Fire, break-ins or water damage occurring at your Domicile during your trip and supported by the documents indicated within the context of the service "EARLY RETURN IN THE CASE OF A LOSS OCCURRING AT THE DOMICILE DURING A TRIP".

#### SUBSCRIBER

The organiser of the trip with its head office in the Netherlands and that subscribed this contract on behalf of other beneficiaries, hereinafter referred to as the Insureds.

#### B. DEFINITIONS SPECIFIC TO THE INSURANCE

In the sense of this contract, the following terms have the meanings indicated below:

#### SERIOUS ACCIDENT

A sudden and fortuitous event affecting any physical person, unintentional on the part of the victim, arising from a sudden action with an external cause preventing the person from moving about by its own means.

#### CANCELLATION

The simple revocation of the trip you reserved, due to reasons and circumstances leading to application of the "TRIP CANCELLATION" guarantee as listed in the chapter entitled "CANCELLATION OF TRIP".

#### MAJOR EVENT AT DESTINATION

Three causes may, according to this contract, constitute a major Event:

- climatic events of major intensity responding to the following cumulative conditions: climatic events such as floods from overflowing of water courses, floods from runoff, floods and mechanical shocks linked to the action of waves, floods due to marine submersions, landslides and torrential lava flows, tidal waves, earth tremors, earthquakes, volcanic eruptions, cyclones, storms of abnormal intensity and having given rise to the declaration of a Natural Disaster if occurring in France or having caused material damage and/or human injury of great scope if occurring Abroad;
- major health events in the destination country or zone, recognised by the World Health Organisation and causing a pandemic or epidemic risk;
- political events of major intensity and duration causing either serious disturbance to
  the internal order of a State or armed conflict between several States or within a same
  State between armed groups. The zones or countries formally warned against by the
  French Ministry for foreign and European affairs are intended here.

#### SEASONAL RENTAL

The Seasonal Rental contracted by the Insured with a Center Parcs establishment must fulfil, cumulatively, all of the following conditions:

- the rented premises may be any type of accommodation in a building, including Bed & Breakfasts, caravans, motorhomes, houseboats and mobile homes;
- the premises must be located in the Netherlands or Abroad:
- the premises must be furnished;
- the rented premises cannot be the Insured's rent-free (employer-provided/job-linked) lodgings;
- the rental must be granted for a maximum of 30 consecutive days, non-renewable, for a holiday stay;
- the Insured must not be the owner, bare owner, usufruct, tenant or occupant free of charge of the rented premises.

#### SERIOUS ILLNESS

A pathological state duly confirmed by a medical doctor formally prohibiting the victim from leaving his/her domicile and necessitating medical treatment and an absolute cessation of any professional activity.

#### WEAR AND TEAR

Depreciation of the value of an asset caused by wear-and-tear or its conditions of maintenance on the day of the Loss.

#### DILAPIDATION

Depreciation of the value of an asset caused by the passage of time on the day of the Loss.

#### C. DEFINITIONS SPECIFIC TO THE "ROADSIDE ASSISTANCE" COVERAGE

#### VEHICLE ACCIDENT

Accident means any collision, impact against a fixed or moving object, rollover, road departure, fire or explosion, etc. where the Vehicle is stopped on the place of the accident and necessarily requires technical assistance or towing to a garage for the necessary repairs.

#### PUNCTURE

Puncture means any air leak, flat tire or blowout of one (or more) tire(s), which makes it impossible to use the vehicle in normal safety conditions, so that the Vehicle is stopped on the place of the accident and requires technical assistance or towing to a garage for the necessary repairs. In order to benefit from this service, the Vehicle must be equipped with a spare wheel in accordance with the regulations in force (or a flat tire repair kit, where appropriate), with a jack (except for vehicles running on LPG), as well as with an anti-theft key if the roads are equipped with anti-theft nuts.

#### STOP OF THE VEHICLE

The stop of the Vehicle will start from the moment that the same is stored in the garage closest to the place of the Breakdown, Accident, Theft or Attempted theft, Puncture, Fuel mistake or Loss or theft of the Vehicle keys. As regards, in particular, the Theft of the Vehicle, the stop of the same will start from the moment that it is found and stored in the garage closest to the place where it was found.

The duration of the stop of the Vehicle will be indicated by the repairer upon collecting the vehicle.

It will end upon the final completion of the works.

#### BREAKDOWN

Breakdown means any mechanical, electrical, electronic or hydraulic failure of the Vehicle, where the Vehicle is stopped on the place of the Breakdown and necessarily requires technical assistance or towing to a garage for the necessary repairs.

The above definition includes all failures which make it impossible to use the Vehicle in normal conditions of safety, or could notoriously worsen the reason of the breakdown (e.q.: oil light on).

#### ATTEMPTED THEFT

Attempted Theft means any burglary or vandalism (including theft of parts) where the Vehicle is stopped on the place of the event and necessarily requires technical assistance or towing to a garage for the necessary repairs. You must make a statement to the competent authorities within 48 hours of the day on which the Attempted theft has been discovered, and send us a copy of such statement.

#### VEHICLE

Vehicle means a road motor vehicle, either tourist or commercial, car of less than 3.5 tons or motorcycle with an engine capacity greater than or equal to 125 cm<sup>3</sup>, registered in a country within the European Economic Area, provided its registration is mentioned in the Particular Provisions.

Trailers or caravans towed by a Vehicle, including those with over 750kg MAM (Maximum Authorised Mass), are considered as covered only for "Technical Assistance or Towing" services, on the express condition that the vehicle combination comprised of the tow Vehicle and its trailer (or caravan) does not exceed 3.5 tons of GCWR (Gross Combined Weight Rating).

"Pocket bikes", quads, karts, unregistered motorcycles, registered carts driven without a licence, commercial passenger vehicles, vehicles used for deliveries (couriers, home delivery providers), taxis, ambulances, rental vehicles, courtesy vehicles, driving schools, school vehicles, vehicles with an engine capacity of less than 125 cm<sup>3</sup> and hearses are excluded.

#### THEFT

The Vehicle will be considered as stolen starting from the moment that you have made your statement to the competent authorities within 48 hours of the day on which the theft has been discovered, and have sent us a copy of your statement.

#### 3. WHAT TYPE OF TRIPS ARE COVERED?

The insurance guarantees and assistance services apply to rentals:

- for leisure purposes, rental, transport tickets (including for flight only) reserved through the travel agent that is the Subscriber to the contract, of which the dates, destination and cost appear on the invoice delivered by the travel agent that is the Subscriber to the contract;
- and of which the duration does not exceed 30 consecutive days.

#### 4. WHAT GEOGRAPHICAL AREA DOES THE CONTRACT COVER?

The insurance guarantees and the assistance services apply in the countries of the European Economic Area listed above.

EXCLUSIONS: In general, the following areas are excluded: countries in a state of civil or international war, recognised political instability or in which there are popular uprisings, riots, acts of terrorism, reprisals, restriction to the free circulation of people or goods (irrespective of the reason, whether for health, safety, weather conditions, etc.) or disintegration of the atomic nucleus or any irradiation from a radioactive energy source.

#### 5. USING OUR SERVICES

#### A. IF YOU NEED ASSISTANCE

In case of emergency, it is essential that you contact the local emergency services for any problem they are competent to handle.

In any case, our intervention cannot substitute for the interventions of the local public services or for any other party we may be obliged to call upon under local and/or international regulations.

To facilitate our intervention, we advise you to prepare your call beforehand.

We will ask you for the following information:

- · your first name and surname
- · your exact location with the address and telephone number where you can be reached

your policy number

#### You MUST:

- call us without delay on No. 0031 707 709 165,
- obtain our authorisation before taking any initiative or making/agreeing to make any payment
- follow our recommendations
- give us all the information relating to the contract subscribed
- provide us with all the original receipts for the expenses for which you request a refund.

## B. WHAT ARE THE CONDITIONS FOR APPLICATION OF THE GUARANTEES AND SERVICES?

Implementation and application of the conditions for the insurance guarantees and assistance services are subject to payment of the whole sum due to CENTER PARCS according to the grid indicated in the general conditions and to presentation of the invoice fully paid.

We reserve the right to request all receipts and other documentation in support of a request for insurance or assistance (e.g. death certificate, certificate proving kinship, proof of the age of children, proof of domicile, receipts for expenses, tax return after having first covered up all the elements indicated thereon except for your name, address and the people in your fiscal household).

We intervene on the express condition that the event causing us to provide the service was uncertain at the time of subscription or at the time of departure.

Therefore, an Event originating in an illness and/or injury diagnosed previously and/or treated previously and having caused continuous hospitalisation or day hospitalisation or outpatient treatment within the 6 months preceding the request for assistance, whether for the manifestation or the aggravation of the said state.

Should EUROP ASSISTANCE be caused to commence an intervention without the elements to make due verification because of insufficient documentation or following inaccurate information given to EUROP ASSISTANCE, the cost of the intervention carried out by EUROP ASSISTANCE shall be re-invoiced to the Subscriber and shall be payable immediately on receipt of the invoice, the Subscriber being entitled, if it so wishes, to recover the amount from the party that requested the assistance if it is not the Insured.

## C. YOU WISH TO DECLARE A LOSS COVERED BY THE FOLLOWING INSURANCE POLICY OR POLICIES:

Within 2 business days from the time you are made aware of the Loss for the "LUGGAGE AND PERSONAL EFFECTS" policy in the case of theft and within 5 days in all other cases, you or any person acting on your behalf must declare the loss on line on our site:

www.roleurop.com/centerparcs

or to the following:

#### **Europ Assistance**

Claims Department - GCC - P.O. Box 36364 28020 Madrid - Spain email : claimscenterparcs@roleurop.com

If you fail to comply with these deadlines, you shall lose the benefit of coverage by your contract for this Loss if we are able to establish that this delay caused us harm.

#### D. ACCUMULATION OF COVER

If the risks covered by this contract are covered by another insurance, you must inform us of the name of the insurer with which this other policy was subscribed (article L 121-4 of the Insurance Code) as soon as this information is brought to your knowledge and at the latest at the time of declaring the loss.

#### E. FALSE DECLARATIONS

If they change the object of the risk or diminish our opinion:

- any omission or intentionally false declaration on your part shall lead to the contract becoming null and void. The premiums paid shall remain legally in our possession and we shall be entitled to demand payment of premiums due, as indicated in article L 113-8 of the Insurance Code,
- any omission or inaccurate declaration on your part for which your bad faith is not established shall lead to termination of the contract 10 days after the notification that will be sent to

you by registered letter and/or application of the reduction of indemnities in conformity with article L 113-9 of the Insurance Code.

#### F. LAPSE OF COVER AND SERVICES FOR A FRAUDULENT DECLARATION

In the case of a Loss or request for intervention under the insurance guarantees and/or assistance services (indicated in these General Provisions), if you knowingly use as supporting documents inaccurate documents or if you use fraudulent means or make inaccurate declarations or omissions, you shall forfeit all right to the insurance cover and assistance services indicated in these General Provisions and for which these declarations are required.

#### 6. WHAT MUST YOU DO WITH YOUR TICKETS?

When transport is organised and paid for in application of the contractual clauses, you undertake either to allow us to use the tickets you hold or to return to us the amounts you obtain as a refund from the company that issued your tickets.

#### **CANCELLATION INSURANCE PACK**

#### **CANCELLATION OF STAY**

#### 1. WHAT WE COVER

We will refund to you all amounts paid on account or kept by the travel agent and according to the conditions of sale of the trip (excluding administration costs and the insurance premium), when you have to cancel your trip before departure.

#### 2. WHEN WILL WE INTERVENE?

We intervene for the reasons and circumstances listed below, to the exclusion of all others.

#### SERIOUS ILLNESS, SERIOUS ACCIDENT OR DEATH

(including aggravation of previous illnesses and the sequels of a previous accident):

- of an Insured
- of an ascendant or descendant of an Insured and/or those of a spouse of an Insured, a brother sister, brother-in-law, sister-in-law, son-in-law or daughter-in-law of an Insured.

#### CANCELLATION FOR ANY OTHER REASON WITH JUSTIFICATION

you are covered, after deduction of an Excess and a minimum indicated in the Table of Guaranteed Amounts:

- for all cases of Cancellation for reasons that could not be foreseen on the day of subscription of this contract, that are beyond your control and for which you can submit the necessary supporting documentation;
- and also for any Cancellation, for a reason backed up by evidence, made by one or more Insureds under this contract.

The "TRIP CANCELLATION" guarantee does not cover the impossibility of leaving because of the material organisation of the trip by the organiser (tour operator, airline) including in the case of a flight only and/or its failure to leave (e.g. due to strike, cancellation, postponement or delay) or the conditions of the accommodation or the safety of the destination.

#### 3. WHAT WE EXCLUDE

Besides the general exclusions applicable to the contract and indicated in the paragraph "WHAT GENERAL EXCLUSIONS APPLY TO THE CONTRACT?" in the chapter "CONTRACT FRAMEWORK", the following are also excluded:

cancellation by a person hospitalised at the time of booking

your trip or signing the contract;

- illness requiring psychiatric drug treatments and/or psychotherapy (including for depression) unless more than 4 consecutive days of hospitalisation have been necessary by the time you cancel your trip;
- neglecting to have a vaccination;

- accidents that are the result of practising the following sports: bobsleigh, rock climbing, skeleton, mountain climbing, sledding competitions, all aerial sports and also participation in or training for matches or competitions;
- failure to present, irrespective of the reason, documents essential for the trip, e.g. passport, visa, tickets or vaccination certificate, unless a passport or ID document is stolen on the day of departure and is duly reported to the relevant authorities;
- illness, accident having been confirmed initially, relapse, aggravation or hospitalisation between the date of purchase of your package and the date of signing this contract;
- administration charges, taxes, visa fees and insurance premiums connected to the trip.

#### 4. HOW MUCH WILL WE PAY?

We will cover the amount of the cancellation costs incurred on the day of the Event and that are covered by the guarantee, in conformity with the general sales conditions of the trip organiser that subscribed the policy, up to the maximum amount and in application of the Excess indicated in the Table of Guaranteed Amounts.

#### 5. WHEN DO YOU NEED TO DECLARE YOUR LOSS TO US?

You must notify the authorised body or intermediary for the trip, the Subscriber of the policy, immediately then you must notify us within 5 business days following the Event covered by the guarantee. In the case of Cancellation and/or late declarations, we will only cover the Cancellation charges payable on the date of occurrence of the Loss having given rise to the Cancellation.

#### LIMITATION OF COVER

The compensation due under this guarantee cannot exceed the actual amount of the penalties invoiced following cancellation of the trip. The administration charges, taxes, visa costs and insurance premium are not refundable.

#### 6. WHAT YOU MUST DO WHEN A LOSS OCCURS

You must send the following documents together with your declaration:

- In the case of Illness or Accident, a medical certificate drawn up by a medical doctor, formally prohibiting you from leaving your domicile and requiring medical care and absolute cessation of any professional activity. The medical certificate must specify the origin, nature, seriousness and foreseeable consequences of the Illness or Accident.
- In the case of death, a certificate and evidence of kinship.
- In other cases, any documentation requested by the insurer.

The medical certificate must be attached in a sealed envelope addressed to the attention of the medical consultant that we will designate.

For this purpose, you will have to discharge your doctor from his duty of professional secrecy towards this medical consultant. On pain of lapse of cover, the Insured claiming against the policy must provide all of the documents contractually required without any exception unless prevented from doing so by a case of force majeure. Any opposition without a valid reason will result in the loss of your right to cover.

By express convention, you recognise and accept our right to subordinate the cover to compliance with this condition.

You must also send us all information or documents requested of you to justify your Cancellation, and in particular:

- the number of your policy;
- the trip confirmation issued by the travel agent or trip organiser Subscriber to the contract, reflecting their status as policyholder of the insurance;
- the original of the cancellation invoice drawn up by the trip organiser Subscriber to the contract showing its status as policyholder of the insurance;
- the statement of account from the Social Security or any similar institution reflecting the refund of treatment costs and payment of daily indemnities;
- in the case of Accident, you must specify the causes and circumstances and provide the names and addresses of the parties responsible and, if possible, of witnesses.

#### **ALL RISKS PACK**

#### **CANCELLATION OF STAY**

#### 1. WHAT WE COVER

We will refund you for the deposits or any amount kept by the trip organiser and, depending on the sales conditions for the trip (to the exclusion of the administration costs and insurance premium), when you are obliged to cancel your trip before the departure date.

#### 2. WHEN WILL WE INTERVENE?

We will intervene for the reasons and under the circumstances listed below, to the exclusion of all others.

#### **SERIOUS ILLNESS, SERIOUS ACCIDENT OR DEATH**

(including aggravation of previous illnesses and sequelae of a previous accident):

- of an Insured
- of an ascendant or descendant of an Insured and/or of those of a spouse of an Insured, of a brother, sister, brother-in-law, sister-in-law, son-in-law or daughter-in-law of an Insured.

#### **CANCELLATION FOR ANY OTHER REASON WITH JUSTIFICATION**

You are covered, after deduction of an Excess and a minimum indicated in the Table of Guaranteed Amounts:

- for all cases of Cancellation for reasons that could not be foreseen on the day of subscription of this contract, that are beyond your control and for which you can submit the necessary supporting documentation;
- and also for any Cancellation, for a reason backed up by evidence, made by one or more Insureds under this contract.

The "TRIP CANCELLATION" guarantee does not cover the impossibility of leaving because of the material organisation of the trip by the organiser (tour operator, airline) including in the case of a flight only and/or its failure to leave (e.g. due to strike, cancellation, postponement or delay) or the conditions of the accommodation or the safety of the destination.

#### 3. WHAT WE EXCLUDE

Besides the general exclusions applicable to the contract and indicated in the paragraph "WHAT GENERAL EXCLUSIONS APPLY TO THE CONTRACT?" in the chapter "CONTRACT FRAMEWORK", the following are also excluded:

- cancellation by a person hospitalised at the time of booking
- your trip or signing the contract;
   illness requiring psychiatric drug treatments and/or psychotherapy (including for depression) unless more than 4 consecutive days of hospitalisation have been necessary by
- the time you cancel your trip;
- neglecting to have a vaccination;
   accidents that are the result of practising the following sports: bobsleigh, rock climbing, skeleton, mountain climbing, sledding competitions, all aerial sports and also participation in or training for matches or competitions;
- failure to present, irrespective of the reason, documents essential for the trip, e.g. passport, visa, tickets or vaccination certificate, unless a passport or ID document is stolen on the day of departure and is duly reported to the relevant authorities:
- illness, accident having been confirmed initially, relapse, aggravation or hospitalisation between the date of purchase of your package and the date of signing this contract;
- administration charges, taxes, visa fees and insurance premiums connected to the trip.

#### 4. HOW MUCH WILL WE PAY?

We will cover the amount of the cancellation costs incurred on the day of the Event and that are covered by the guarantee, in conformity with the general sales conditions of the trip organiser that subscribed the policy, up to the maximum amount and in application of the Excess indicated in the Table of Guaranteed Amounts.

#### 5. WHEN DO YOU NEED TO DECLARE YOUR LOSS TO US?

You must notify the authorised body or intermediary for the trip, the Subscriber of the policy, immediately then you must notify us within 5 business days following the Event covered by the guarantee. In the case of Cancellation and/or late declarations, we will only cover the Cancellation charges payable on the date of occurrence of the Loss having given rise to the Cancellation.

#### LIMITATION OF COVER

The compensation due under this guarantee cannot exceed the actual amount of the penalties invoiced following cancellation of the trip. The administration charges, taxes, visa costs and insurance premium are not refundable.

#### 6. WHAT YOU MUST DO WHEN A LOSS OCCURS

You must send the following documents together with your declaration:

- In the case of Illness or Accident, a medical certificate drawn up by a medical doctor, formally prohibiting you from leaving your domicile and requiring medical care and absolute cessation of any professional activity. The medical certificate must specify the origin, nature, seriousness and foreseeable consequences of the Illness or Accident.
- In the case of death, a certificate and evidence of kinship.
- · In other cases, any documentation requested by the insurer.

The medical certificate must be attached in a sealed envelope addressed to the attention of the medical consultant that we will designate.

For this purpose, you will have to discharge your doctor from his duty of professional secrecy towards this medical consultant. On pain of lapse of cover, the Insured claiming against the policy must provide all of the documents contractually required without any exception unless prevented from doing so by a case of force majeure. Any opposition without a valid reason will result in the loss of your right to cover.

By express convention, you recognise and accept our right to subordinate the cover to compliance with this condition.

You must also send us all information or documents requested of you to justify your Cancellation, and in particular:

- · the number of your policy;
- the trip confirmation issued by the travel agent or trip organiser Subscriber to the contract, reflecting their status as policyholder of the insurance;
- the original of the cancellation invoice drawn up by the trip organiser Subscriber to the contract showing its status as policyholder of the insurance;
- the statement of account from the Social Security or any similar institution reflecting the refund of treatment costs and payment of daily indemnities;
- in the case of Accident, you must specify the causes and circumstances and provide the names and addresses of the parties responsible and, if possible, of witnesses.

#### **LUGGAGE AND PERSONAL EFFECTS**

#### 1. WHAT WE COVER

We cover, within the limits indicated in the Table of Guaranteed Amounts:

- The theft or damage to luggage, personal effects or sporting or leisure equipment during their transport and throughout your trip;
- Theft by break-in to a vehicle provided that the luggage, personal effects and sporting
  or leisure equipment are in the boot of the vehicle which must be locked and its
  contents hidden from view. If the vehicle is parked on a public thoroughfare, the cover
  only applies between 7 am and 10 pm;
- Theft of valuables during your stay, only if the insured is wearing these objects him/ herself, is using them under his/her direct supervision or has stored them in an individual safe/locker with receipt/key/proof of storage or has deposited them in a hotel safe.

#### 2. LIMITATION OF REFUND FOR CERTAIN OBJECTS

For precious objects, pearls, wristwatches, furs and any sound and/or image reproduction equipment and its accessories, hunting rifles and portable computers, the refund value cannot exceed under any circumstances the amount indicated in the Table of Guaranteed Amounts.

If you use a particular car, the Theft will be covered on condition that the luggage and personal effects are contained in the Vehicle boot, locked and out of sight.

Only Theft of the luggage and personal effects by breaking and entering will be covered, when the theft takes place inside the vehicle.

When the vehicle is stationary on a public road, the warranty will be provided only between 7:00 am and 10:00 pm.

#### 3. LUGGAGE DELIVERY DELAYS

If your personal luggage, checked in with the airline or company that provided your transport, is not delivered to you at the airport of destination on your outward bound trip, and if it is delivered to you more than 48 hours later, you will receive a fixed indemnity indicated in the Table of Guaranteed Amounts, to participate in reimbursing you for the expense of buying some bare necessities.

This indemnity cannot be cumulated with the main guarantee indicated in the Table of Guaranteed Amounts.

#### 4. WHAT WE EXCLUDE

Besides the general exclusions applicable to the contract and indicated in the paragraph "WHAT GENERAL EXCLUSIONS APPLY TO THE CONTRACT?" in the chapter "CONTRACT FRAMEWORK", the following are excluded:

- the theft of luggage and personal effects and objects left unsupervised in a public place or placed in a common area accessible to several people;
- oversight, loss (except by a forwarding agent), exchange;
- theft without break-in duly confirmed and reported by an authority (police, gendarmerie, airline or transport company, purser, etc.);

theft committed by your personnel while performing their

functions:

 accidental damage due to leakage of liquids, fatty or oily substances, colorants or corrosives contained in your luggage;

confiscation of goods by the authorities (customs, police),

 damage caused by mites and/or rodents and also by cigarette burns or a non-incandescent heat source;

- theft committed in a convertible car and/or station wagon or other vehicle without a separate boot; the cover may apply provided that the luggage cover delivered with the vehicle is used:
- collections, salesmen's samples;
- theft, loss, oversight or deterioration of banknotes, documents, books, passports, ID documents, travel tickets and credit cards;
- the theft of jewellery when it is kept in a locked safe or not worn;
- breakage of fragile objects such as porcelain, glass, ivory, pottery or marble;

indirect damage such as depreciation or deprivation of

enjoyment;

· the objects listed as follows: any prosthesis, equipment or appliances of any kind, trailers, securities of value, paintings, glasses, contact lenses, keys of any kind (except those for the Domicile), documents recorded on tapes or films and professional equipment, mobile phones, CDs, DVDs, all multimedia equipment (MP3s, MP4s, PDAs, etc.), GPS

navigation systems, musical instruments, foodstuffs, cigarette lighters, fountain pens, cigarettes, alcohol, art objects, fishing rods, beauty products, photographic film and objects purchased during your trip.

#### 5. HOW MUCH WILL WE PAY?

The amount **indicated on the Table of Guaranteed Amounts Tableau** is the maximum amount that can be refunded for all Losses occurring over the period of the guarantee, after deduction of the Excess.

#### 6. HOW IS YOUR PAYMENT CALCULATED?

You will be indemnified on the basis of the replacement value with equivalent objects of the same kind, after deduction of Wear-and-Tear and Dilapidation.

The proportional rule in article L 121-5 of the Insurance Code is not applicable under any circumstances.

#### 7. WHAT DOCUMENTS MUST BE PROVIDED IN THE CASE OF A LOSS?

Your loss declaration must be accompanied by the following elements:

- the receipt for a complaint or theft duly reported within 48 hours to an authority (police, gendarmes, transport company, purser, etc.) in the case of theft or loss;
- the reservations lodged with the transport company (sea, air, rail or road) when your luggage or possessions are lost during the period in which they were under the legal guardianship of the transporter;
- the registration ticket for the luggage delivered late by the transport company and the documentation proving late delivery;

In the case of non-presentation of these documents, we shall be entitled to claim an indemnity from you to cover the inconvenience caused to us.

The sums insured cannot be considered as proof of the value of the goods for which you are claiming compensation or as proof of the existence of these goods.

You are bound to prove, by all means at your disposal and through any documents in your possession, the existence and value of these goods at the time of the Loss, as well as the scope of the damage.

## 8. WHAT HAPPENS IF YOU RECOVER ALL OR PART OF THE STOLEN OBJECTS COVERED BY LUGGAGE INSURANCE?

You will need to notify us immediately by registered letter as soon as you are informed thereof.

- If we have not yet paid you compensation, you must take possession of the objects and we will only be liable, thereafter, for payment of any damaged or missing goods.
- If we have already paid you compensation, you may opt for one of the following solutions within 15 days:
  - either abandonment of the goods
  - or taking repossession of the goods by returning the compensation you received with deduction of deterioration or missing goods.

If you do not reach a decision within 15 days, we shall consider that you have opted to abandon the goods.

#### THIRD PARTY HOLIDAY INSURANCE

#### 1. WHAT WE GUARANTEE

The pecuniary consequences that you may incur as the tenant of a seasonal Rental from any bodily injury or material harm caused to third parties through accident, fire or explosion originating in the premises occupied temporarily as a seasonal Rental, within the limit of the maximum amounts indicated in the Table of Guaranteed Amounts after deduction of the Excess.

The cover will come into play under the following conditions:

- when you have caused damage to a third party that invokes your third party liability through a claim;
- and when the event causing the damage occurs between the initial effective date of the cover and its date of cancellation or expiry, irrespective of the date of the other elements contributing to the Loss.

#### 2. WHAT WE EXCLUDE

Besides the general exclusions applicable to the contract and described in the paragraph entitled "WHAT GENERAL EXCLUSIONS APPLY TO THE CONTRACT?" in the chapter "CONTRACT FRAMEWORK", the following are also excluded:

- damage you caused or provoked intentionally as a physical person or as legal manager or as a company if you are a moral person:
- damage from the use of motor vehicles or any aircraft, marine or river vessels or the practice of aerial sports;
- the material damage occurring on all land motor vehicles or air, river or marine craft;
- damage resulting from any professional activity;
- the consequences of any material or bodily loss affecting you or your spouse, your ascendants or descendants;
- intangible harm unless it is the consequence of tangible or bodily harm covered by the policy, in which case they will be covered as indicated in the Table of Guaranteed Amounts within the cap mentioned therein;
- any measures taken at your initiative without our prior consent;
- accidents from the practice of the following sports: bobsleigh, rock climbing, skeleton, mountain climbing, competition sledding, any aerial sport, and accidents from participation in or training for matches or competitions;
- vacant premises;
- premises for professional use.

#### 3. TRANSACTION - RECOGNITION OF LIABILITY

No recognition of liability or transaction accepted by you without our agreement can be held against us. However, acceptance of the material facts is not considered as recognition of liability in the same way as the sole fact of having given emergency aid to a victim when it is an act of assistance that anyone would have the right to perform.

#### 4. PROCEEDINGS

In the case of legal proceedings initiated against you, we will defend you and direct the process for the facts and damage falling within the framework of the guarantees offered under this policy.

However, you may join our proceedings if you can prove that by doing so you would be serving your own interests not covered under this contract.

The fact of ensuring acting in your defence as a provisional measure cannot be interpreted as recognition of coverage and in no way implies that we agree to compensate any damage not covered by this policy.

Nevertheless, in this case we reserve the right to take legal action against you for the reimbursement of all sums we paid or reserved on your behalf.

#### 5. APPEALS

With regard to the means of appeal:

- before the civil, commercial or administrative courts, we have free exercise within the framework of the guarantees offered under this contract;
- before the criminal courts, appeals can only be made with our consent;
- if the dispute now only concerns civil interests, refusal to give your consent to exercise the envisaged appeal will mean that we will claim from you compensation for the harm we suffer as a result.

You shall not be entitled to oppose exercise of our right of appeal against a liable third party if the latter is covered by another insurance policy.

#### 6. UNENFORCEABILITY OF EXPIRIES

Even if you breach your obligations after a Loss, we shall be bound to compensate the people to whom you are liable.

Nevertheless, in this case we preserve the right to take action against you for reimbursement of all sums we may have paid or reserved on your behalf.

#### 7. COURT COSTS

We shall pay for the court costs, receipts and other settlement costs. However, if you are sentenced to an amount in excess of the guarantee amount, we shall each bear these costs in the proportion of our respective involvement in the sentence.

#### 8. YOUR OBLIGATIONS IN THE CASE OF LOSS

The insured must declare the loss within 5 business days from the date upon which it becomes aware of the loss, unless in a fortuitous case or a case of force majeure.

#### TRIP INTERRUPTION CHARGES

#### 1. WHAT WE COVER

We will refund, on a pro rata basis and **up to the amounts indicated in the Table of Amounts Covered**, the trip costs subscribed with the tour operator, prepaid and not used **(transportation not included)**, starting from the day following the event resulting in early return home or Hospitalisation, in the following cases:

- further to medical transportation/repatriation organised by us, under the conditions defined above in the paragraph on "TRANSPORTATION/REPATRIATION",
- · following the hospitalisation of any of the occupants of the accommodation,
- if a close relative of any of the occupants of the accommodation (spouse, ascendant, descendant, brother and sister of the same or of his/her spouse) is hospitalised (unplanned hospitalisation) or dies, and as a consequence, the same occupant decides to interrupt the trip,
- if a Disaster (burglary, fire, water damage) occurs at the Residence of any of the occupants of the accommodation, and this necessarily requires his/her presence, and as a consequence, the same occupant decides to interrupt the trip.

#### 2. UP TO WHAT AMOUNT DO WE COVER?

The indemnity will be paid pro rata for the unused days of the trip. It will be reimbursed within **the limits indicated in the Table of Amounts Covered per each rental,** without, however, exceeding the per Occurrence limit. In order to calculate the indemnity, application, visa and insurance fees and tips will be deducted, as well as any refunds of compensations granted by the tour operator who is the Underwriter of the contract.

#### 3. YOUR OBLIGATIONS IN THE EVENT OF A DAMAGE

The insured party shall declare the damage within 5 working days of the date on which s/he has acquired knowledge thereof, except for the case of acts of God or force majeure.

#### **LATE ARRIVALS**

#### 1. WHAT WE COVER

We will reimburse you on a pro rata temporis basis of the days already paid and not used (not including transport) appearing in your initial invoice when you are unable to reach your holiday destination by road or rail, causing a late arrival at your destination (after 3 am), for any unscheduled delay on the day of your arrival, beyond your control and duly justified. Any delay preventing the insured from benefiting from the first night on site will be considered as a late arrival.

#### 2. WHAT WILL WE PAY?

We will pay up to the ceiling and Excess indicated in the Table of Guaranteed Amounts.

#### 3. YOUR OBLIGATIONS IN THE CASE OF LOSS

Compensation will only be paid on presentation of a document provided by Center Parcs attesting to the date and hour of arrival of the Insured on the site of your stay and of the original Center Parcs invoice specifying the Insured's arrival and departure dates.

#### **COVER FOR INTERRUPTED SPORTING OR LEISURE ACTIVITIES**

#### 1. DEFINITION OF SPORTING OR LEISURE ACTIVITY

Any amateur practice of a sporting or leisure activity during a trip, the nature and duration of which are specified in the chapter "WHAT TYPE OF TRIPS ARE COVERED?".

The following are not considered to be sporting or leisure activities:

- any trials, competition or training course, amateur or professional, organised under the auspices of a sporting body, association or federation;
- any training for one or more sports trials or competitions.

#### 2. INTERRUPTION OF SPORTING OR LEISURE ACTIVITIES

### A. REFUND OF SERVICES NOT USED IN THE CASE OF AN INTERRUPTION IN A SPORTING OR LEISURE ACTIVITY

#### A.1. WHAT WE COVER

We will reimburse you on a *prorata temporis* basis, within the limit of the amounts indicated in the Table of Guaranteed Amounts, for the fixed costs of sporting or leisure activities already paid and not used (excluding transport), when you have to interrupt the practice of these activities for one of the following reasons:

- transport/repatriation as defined in these General Provisions;
- sporting accident prohibiting, according to a medical doctor, the practice of the activity and on presentation of a detailed medical certificate;
- the occurrence of one of the following exceptional weather events: storm, hurricane, cyclone preventing you from practising the planned activity during your stay, provided that the activity is interrupted for more than 3 consecutive days,
- if a close relative of any of the occupants of the accommodation (spouse, ascendant, descendant, brother and sister of the same or of his/her spouse) is hospitalised (unplanned hospitalisation) or dies, and as a consequence, the same occupant decides to interrupt the trip,
- if a Disaster (burglary, fire, water damage) occurs at the Residence of any of the occupants of the accommodation, and this necessarily requires his/her presence, and as a consequence, the same occupant decides to interrupt the trip.

#### A.2. HOW MUCH WILL WE PAY?

The indemnity is:

- proportional to the number of days of the fixed charge for the sports or leisure activities not used;
- due from the day following total stoppage of the activities covered;
- calculated on the basis of the total price per person for the flat activity rate, supported by original invoices, limited to the amount indicated in the Table of Guaranteed Amounts.

Administrative costs, visa costs, insurance, tips and any refunds or compensation granted by the company that sold you the activities are not taken into account when calculating the compensation amount.

#### 3. YOUR OBLIGATIONS IN THE CASE OF A LOSS

The insured must declare the loss within 5 business days from the date upon which it became aware of the loss, unless in a fortuitous case or in a case of force majeure.

#### **ASSISTANCE**

#### ASSISTANCE SERVICES: WHAT WE COVER

## ASSISTANCE TO PERSONS IN THE CASE OF ILLNESS OR INJURY DURING THE TRIP

#### 1. TRANSPORT/REPATRIATION

If, during your trip, you fall ill or are injured, our doctors will contact the local doctor that treated you initially for the Illness or Accident.

The information gathered from the local doctor and, where necessary, from your usual family doctor will allow us, if approved by our doctors, to organise the following based solely on your medical requirements:

· your return to your Domicile, or

• your transport, where necessary under medical supervision, to an appropriate hospital in the vicinity of your Domicile, by light medical vehicle, ambulance, train (1st class seat, 1st class couchette or wagon-lit), regular flight or air ambulance.

Similarly, depending solely on your medical requirements and on the decision of our doctors, in certain cases we may authorise and organise initial transport to a local health centre before envisaging a return to a medical centre in the vicinity of your Domicile.

Only your medical situation and observance of prevailing health regulations are taken into consideration in deciding to transport you, deciding what kind of transport to use and deciding on the place of hospitalisation where applicable.

#### **IMPORTANT**

In this regard, it is expressly agreed that the final decision will rest with our doctors in order to avoid any conflict of medical authority.

Moreover, should you refuse to accept the decision deemed to be the most opportune by our doctors, you shall discharge us from all liability, in particular in the case of return by your own means or again in the case of a worsening of your state of health.

#### 2. RETURN OF FAMILY MEMBER INSUREDS OR AN INSURED COMPANION

If you are repatriated through our efforts, in accordance with the opinion of your Medical Service, we organise transport of insured Members of your family or of an insured person travelling with you to accompany you on your return journey.

This transport will be done:

- · with you, or
- · individually.

We shall take responsibility for the cost of transporting these insured persons, by train in 1st class or by plane in economy class.

#### 3. SUBSTITUTE DRIVER

If you are ill or injured during your trip and if your state of health no longer allows you to drive your vehicle and none of the passengers can replace you, we shall place at your disposal:

- a driver to drive your vehicle to your Domicile taking the most direct route. We will pay for the driver's trip and salary;
- or a train ticket in 1st class or a plane ticket in economy class to allow you either to recover your vehicle at a later time or to allow a person designated by you to bring the vehicle back.

The travel expenses (petrol, motorway tolls, ferries, hotel accommodation and meals for any passengers) must be paid by you.

The driver will intervene in accordance with prevailing regulations governing the profession. This guarantee is granted to you if your vehicle is duly insured and in good working condition, conforming to the national and international Highway Code and fulfilling the obligatory technical inspection standards. If not, we reserve the right to refuse to send you a driver but will sent you, and pay for, a 1st class train ticket or economy class plane ticket so that you can return to fetch your vehicle.

#### 4. EXTENSION OF STAY

Following an Illness or Accident occurring during your trip, obliging you to extend your stay on site for longer than the initial date of return, in the following cases:

#### In the case of hospitalisation:

If you are hospitalised and our doctors deem, based on the information received from the local doctors, that this Hospitalisation is necessary beyond the date originally set for your return, we shall pay for the accommodation costs (bed and breakfast) for an insured companion, **up to the amount indicated in the Table of Guaranteed Amounts**, to stay with you.

#### In the case of Immobilisation:

If you are immobilised and our doctors deem that, based on the information they receive from the local doctors, that this immobilisation is necessary beyond the date initially set for your return, we will pay for the accommodation (bed and breakfast) for you and/or your insured companion, up to the amount indicated in the Table of Guaranteed Amounts.

In either case, our assumption of the costs will cease on the day where our doctors deem, based on information given to them by the local doctors, that you are able to continue your interrupted stay or return to your Domicile.

## 5. EARLY RETURN IN THE CASE OF HOSPITALISATION OF A FAMILY MEMBER

During your trip, you learn of the serious and unexpected hospitalisation of a Member of your family in your country of Domicile.

To enable you to visit the hospitalised person in your country of Domicile, we will organise:

- either your return ticket, or
- your one-way ticket and that of an insured person of your choice to travel with you,

and we will pay for one (or both) train ticket(s) in 1st class or economy class flight(s) to your country of Domicile as well as, where necessary, the cost of taxis at the point of departure to reach the station or airport from the trip site and from the station or airport at the point of arrival to the Domicile.

Failure to present supporting documentation (hospitalisation record, proof of kinship) within 30 days, we reserve the right to invoice you for the whole service.

#### 6. SUPPLEMENTARY REIMBURSEMENT OF MEDICAL COSTS

In order to benefit from these reimbursements, you must belong to a primary social security system (Sécurité Sociale) or to any insurance system, and fulfil all the necessary formalities, when you return to your Domicile or on site, to recover these costs from the systems concerned and send us the supporting documentation indicated below

Before leaving for a trip Abroad, we recommend that you obtain all the forms appropriate for the nature and duration of your trip and for the country to which you are travelling (for the European Economic Area and Switzerland, obtain a European health insurance card). These different forms are issued by the Social Security Fund (Caisse d'Assurance Maladie) to which you belong in order to benefit from direct payment of your medical expenses by this fund in the case of Illness or Accident.

#### · Nature of the medical expenses entitling you to supplementary reimbursement:

The supplementary reimbursement covers the expenses defined below, provided that they concern the treatment received Abroad or in the country where you reside, following an Illness or other injury occurring Abroad or in the country of your residence:

- medical fees
- medical expenses prescribed by a doctor or surgeon
- · ambulance or taxi costs ordered by a doctor for a local trip Abroad
- hospitalisation costs if our doctors deem that you cannot be transported after collecting information from the local doctor. The supplementary reimbursement of these hospital costs will no longer be made from the time we are able to transport you, even if you decide to remain on site
- dental emergencies within the limit of the amount indicated in the Table of Guaranteed Amounts.

#### Amount and method of payment:

We will reimburse you for the amount of medical expenses incurred Abroad or in the country where you reside and remaining payable by you after the refund made by the Social Security, top-up medical insurance (mutuelle) and/or any other insurance system within the limit of the amounts indicated in the Table of Guaranteed Amounts.

An Excess, the amount of which is indicated in the Table of Guaranteed Amounts, is applied in all cases by the Insured and for the validity period of the contract.

You (or your heirs/beneficiaries) undertake, for this purpose, to perform all the necessary formalities when you return to your country of Domicile or on site to recover these expenses from the bodies concerned and to send us the following documents:

- the original statements from the social security and/or insurance companies in support of the refunds obtained;
- photocopies of the treatment reports in support of the expenses incurred.

Otherwise, we will not be able to proceed with the reimbursement.

If the Social Security and/or other insurance systems to which you contribute will not reimburse the medical expenses incurred, we will reimburse you within the limit of the maximum amounts indicated in the Table of Guaranteed Amounts, for the duration of the contract, provided that you send us beforehand the original invoices for the medical expenses and a certificate refusing payment from the Social Security, top-up insurance company or other insurance institution.

#### 7. ADVANCE ON HOSPITAL CHARGES

If you fall ill or are injured during your trip Abroad or in the place where you live and find yourself hospitalised, we can advance the hospitalisation costs within the limit of the amounts indicated in the Table of Guaranteed Amounts.

This advance will be made subject to the following cumulative conditions:

- for treatment prescribed in accordance with our doctors,
- if our doctors deem that you are not fit to travel after having gathered information from the local doctor.

No further advance payment will be made from the day on which we are able to provide you with transport even though you may decide to remain on site.

In any case, you undertake to reimburse us for this advance at the latest within 30 days from receipt of our invoice. In the event of non-payment within this deadline, the Subscriber undertakes to reimburse us for this advance within a maximum of 30 days from our request, thereafter recovering this amount from you if it so decides.

In order to obtain reimbursement yourself, you must then take the necessary steps to recover your medical expenses from the social security/health insurance companies concerned.

This obligation applies even if you have initiated the reimbursement procedures mentioned above. .

#### **ASSISTANCE IN THE CASE OF DEATH**

## 1. TRANSPORT OF THE BODY AND COFFIN IN THE CASE OF DEATH OF AN INSURED CORPS

If an Insured dies during his/her trip, we will organise and pay for transport of the body to the site of the funeral in his/her country of Domicile.

We will also pay for all of the expenses incurred in preparation of the body and the specific requirements of its transport exclusively, to the exclusion of other expenses.

Moreover, we will participate in the cost of the coffin or urn which the family may acquire from a funeral parlour of its choice, within the limit of the amount indicated in the Table of Guarantee Amounts, and on presentation of the original invoice.

The other costs (in particular, the funeral, local transport, burial) shall remain payable by the family.

## 2. RETURN OF INSURED FAMILY MEMBERS OR A COMPANION IN THE EVENT OF DEATH OF AN INSURED

Where necessary, we will organise and pay for the return, by train in 1st class or plane in economy class, of an insured person or insured Members of the family to travel with the body and be able to attend the funeral, insofar as the means initially scheduled for his/her/their return to the country of Domicile cannot be used.

## 3. EARLY RETURN IN THE CASE OF DEATH OF A MEMBER OF YOUR FAMILY

During your trip, you may learn of the death of a Member of your family that occurs in your place of Domicile while your are absent on your trip.

To allow you to attend the funeral of the deceased in your country of Domicile, we will organise:

either your return trip

• or your one-way trip and that of an insured person of your choice travelling with you, and we will pay for the train ticket(s) in 1st class or the plane tickets in economy class to your country of Domicile.

If you fail to present the necessary supporting documentation (death certificate, certificate of kinship) within 30 days, we will be obliged to invoice you for the entire service.

This service is granted in the case where the date of the funeral is before the date initially planned for your return.

#### TRAVEL ASSISTANCE

#### 1. ADVANCE OF BAIL AND PAYMENT OF LAWYER'S FEES (ABROAD ONLY)

You are travelling Abroad and legal action is taken against you for a traffic accident to the exclusion of any other cause: we will advance bail within the limit of the amount indicated in the Table of Guaranteed Amounts.

You undertake to reimburse this advance within 30 days maximum after receipt of our invoice or as soon as this bail has been returned to you by the authorities, if its return is made before expiry of this period.

Moreover, we will pay the fees of the lawyer you will have to engage on site, within the limit of the amount indicated in the Table of Guaranteed Amounts, provided

that the deeds for which you stand accused are not, in the legal system of the country, punishable by criminal sanctions.

This service does not cover subsequent legal proceedings engaged in your country of Domicile following a road accident occurring Abroad.

## 2. EARLY RETURN IN THE CASE OF LOSS OCCURRING IN YOUR DOMICILE DURING A TRIP

During your trip, if you learn of the occurrence of a Loss at your Domicile and your presence there is indispensable to carry out the necessary formalities, we will organise and pay for your return trip, by train in 1st class or by plane in economy class, from the place of your stay to your Domicile and also, where applicable, the cost of a taxi at the point of departure to take you from the place of your stay to the station or airport and at the point of arrival from the station or airport to your Domicile.

#### 3. TRANSMISSION OF URGENT MESSAGES (FROM ABROAD ONLY)

During your trip, if you are unable to contact a person in your country of Domicile, we will transmit, at the time and on the day you decide, a message that you can transmit to us by telephone.

#### N.B.:

This service does not allow the use of collect calls. Our liability cannot be invoked under any circumstances for the content of your messages, which will remain subject to the legislation of the Netherlands criminal and administrative legislation. Failure to comply with this legislation may cause a refusal to pass on your message.

#### 4. SENDING OF MEDICINES ABROAD

If you are travelling Abroad and medicines indispensable to continuance of your treatment are lost of stolen and if an interruption in your treatment will, according to our doctors, cause you to suffer a health risk, we will seek equivalent medicines on site and will organise a visit to a local doctor who will be able to prescribe them for you. You will be responsible for paying the doctor's bill and the cost of the medicines.

If no equivalent medicines are available on site, we will organise for the medicines prescribed by your family doctor to be sent from the Netherlands only, provided that your doctor sends our doctor a duplicate of the prescription issued to you and that these medicines are available in city pharmacies.

We will pay for the cost of sending them and will re-invoice you for the customs duty and cost of purchasing the medicines, which you undertake to reimburse to us as soon as you receive our invoice.

This delivery will be subject to the general conditions of the transport companies we use. In any case, they will be subject to the regulations and conditions imposed by the Netherlands and the national legislations of each of the countries concerned in the import and export of medicines.

We decline all responsibility for losses or theft of medicines and regulatory restrictions that may delay or prevent the transport of the medicines, as well as for the consequences arising therefrom. In any case, blood products and blood derivatives, products reserved for hospital use or products requiring special storage, in particular refrigeration, are excluded from such transport, as are products that are unavailable from pharmacy dispensaries in the Netherlands in general. Moreover, the abandoned manufacture of medicines, their withdrawal from the market or their unavailability in the Netherlands would constitute cases of force majeure that may delay or prevent execution of the service.

## 5. ASSISTANCE IN THE CASE OF THEFT, LOSS OR DESTRUCTION OF YOUR IDENTITY DOCUMENTS OR MEANS OF PAYMENT

During your trip, you may lose your identity documents or they may be stolen. Our Information Service is open every day from 8 am to 7.30 pm (French time) except for Sundays and holidays. If you contact us by simple telephone call, we will inform you of the formalities to be carried out (filing of a report, renewal of identity documents, etc.).

This information constitutes documentary information as indicated in article 66-1 of the modified law of 31 December 1971. It cannot under any circumstances concern a legal consultation. Depending on the case, we will orient you towards bodies or categories of professionals able to give you advice. We cannot be held responsible under any circumstances for your interpretation or for the use you may make of the information thus communicated to you.

In the case of loss or theft of your means of payment, credit card(s) or cheque book(s) and subject to an official loss or theft declaration having been made to the appropriate authorities, we will advance you the funds, within the limit of the amount indicated

in the Table of Guaranteed Amounts, that will allow you to pay for basic necessities, if you meet the following pre-conditions:

- either payment by a third party by debiting the corresponding sum to the bank card,
- or payment of the corresponding sum by your bank.

You will sign a receipt when the funds are paid.

#### POST-TRIP ASSISTANCE

In case of Illness or bodily injury incurred during a Trip, which result in repatriation and immobilisation, Europ Assistance will put at your disposal certain supplementary services on condition that you apply for them within fifteen days of the return to your Residence.

This warranty will only be provided if the following cumulative conditions are all met:

- you are transported/repatriated within the performance of the service described in the chapter "TRANSPORTATION /REPATRIATION",
- and upon your return, after being transported/repatriated, you are either hospitalised or immobilised at your Residence.

The Hospitalisation or Immobilisation must necessarily follow the transportation/repatriation.

You undertake, before to the above warranties can apply, to provide us, on a simple request on our part, with all documentary evidence supporting your application:

- Hospital report,
- Medical certificate attesting to Immobilisation at the Residence.

Failing the transmission of such supporting documents, we will be entitled to refuse the application of the warranties.

#### 1. HEALTH CARE

Europ Assistance will pay for home care, up to 20 hours maximum, by a qualified nurse in case of immobilisation for more than 2 days.

#### 2. MEAL DELIVERY

If you are not in condition to leave your residence, Europ Assistance will pay, within the limit of local availability, for the delivery of meals in the form of packs of 5 to 7 "lunch + dinner" for 15 days maximum and up to the amount indicated in the Table of Amounts Covered.

#### 3. HOME DELIVERY OF GROCERIES

If you cannot do your grocery shopping, Europ Assistance will pay for the relevant delivery, up to one delivery per week for 15 days, and **up to the amount indicated in the Table of Amounts Covered**. The price of the groceries will remain at your expense.

#### 4. HOME CHILD CARE AT THE RESIDENCE OF THE INSURED

Europ Assistance will pay for either of the following services:

- Transporting of a neighbour indicated by you, resident in your country, to and from the child bedside;
- Home care of your child up to 20 hours maximum and up to the amount indicated in the Table of the Amounts Covered.

#### 5. TRANSPORTATION OF PETS TO A NEIGHBOUR'S RESIDENCE

Europ Assistance will pay for the transportation of the animal by a professional to the residence of one of your neighbours, **up to the amount indicated in the Table of Amounts Covered** and within a maximum radius of 100 km around your residence.

This service cannot be combined with the "pet care" service.

#### 6. PET CARE

Europ Assistance will pay, for 10 days maximum, the accommodation and food costs of your animal in the care facility, **up to the amount indicated in the Table of Amounts Covered**. This service is subject to compliance with the conditions of reception and accommodation defined by the recipients and the care facility (up-to-date vaccinations, guarantee, where appropriate, etc.).

This service cannot be combined with the "transportation of pets to a neighbour's house" service.

#### 7. HOME HELP

If you cannot carry out your usual household chores personally, Europ Assistance will pay for suitable home help services to assist you or your family. The remuneration of the home help will be paid up to 20 hours maximum (2 consecutive hours minimum) divided over 4 weeks and **up to the amount indicated in the Table of the Amounts Covered.** 

#### 8. HOSPITAL COMFORT

If you incur unplanned hospitalisation due to an illness or accident incurred during your trip, Europ Assistance will pay for the costs of the rental of a television **up to the amount indicated in the Table of Amounts Covered and against presentation** of the original invoice

#### 9. PRIVATE TUTORING

In case of repatriation, hospitalisation and/or immobilisation at the Residence of a beneficiary child for at least two weeks, we will refund, against presentation of supporting documents, the lessons delivered to the child up to 20 hours of course maximum.

#### WHAT WE EXCLUDE

We cannot, under any circumstances, substitute for the local emergency services.

Apart from the general exclusions applicable to the contract and indicated in the paragraph "THE GENERAL EXCLUSIONS APPLICABLE TO THE CONTRACT?" of the chapter "CONTRACT FRAMEWORK", the following are also excluded:

- the consequences of exposure to infectious biological agents, either intentionally or accidentally, to chemical agents such as poison gas, incapacitating agents, neurotoxic agents or with residual neurotoxic effects;
- the consequences of intentional acts on your part or the consequences of culpable acts, attempted suicide or suicide;
- pre-existing states of health and/or illnesses and/or injuries diagnosed and/or treated and having led to continuous hospitalisation, day hospitalisation or outpatient treatment in the 6 months preceding any claim, whether the manifestation or aggravation of the said state;
- expenses incurred without our agreement or not expressly planned in these General Provisions to the contract;
- expenses not supported by original documents;
- losses occurring in countries excluded from the guarantee or outside of the dates of validity of the contract, and in particular beyond the duration of a planned trip Abroad;
- the consequences of incidents occurring during trials, races or motorised competitions (or their trials), subject by prevailing regulations to prior permission from the public authorities, when you participate as a competitor or during circuit/track trials subject to prior approval by the public authorities, even when using your own vehicle;
- trips embarked upon for the purpose of medical diagnosis and/or treatment or cosmetic surgery, their consequences and the costs arising therefrom;
- the organisation and payment of the transport indicated in the chapter "TRANSPORT/REPATRIATION" for benign disorders that can be treated on site and that do not prevent you from continuing your trip;
- requests for assistance in relation to medically assisted procreation or voluntary interruption of pregnancy, their

consequences and the costs arising therefrom;

- requests relating to procreation or gestation on behalf of others, its consequences and the costs arising therefrom;
- medical equipment and prosthetics (dental, auditory, medical);
- spa treatments, their consequences and the costs arising therefrom;
- medical expenses incurred in your country of Domicile;
- scheduled hospitalisations, their consequences and the costs arising therefrom;
- optical expenses (e.g. glasses or contact lenses);
- vaccinations and vaccination costs;
- medical check-ups, their consequences and related expenses;
- operations of a cosmetic nature and their possible consequences and costs arising therefrom;
- stays in residential care homes, their consequences and the costs arising therefrom;
- rehabilitation, physical therapy, chiropractic services, their consequences and the costs arising therefrom;
- medical or paramedic services and purchase of products that are not recognised therapeutically by Dutch law, and the costs arising therefrom;
- health reports concerning preventive screening, regular treatments or tests, their consequences and the costs arising therefrom;
- the cost of search and rescue in the desert;
- organisation of searches and rescue of persons, in particular in the mountains, sea or desert;
- the costs linked to excess weight of luggage during air travel and the cost of transporting luggage when it cannot accompany you;
- trip cancellation costs;
- restaurant costs;
- customs duty.

#### **ROADSIDE ASSISTANCE**

#### **DEFINITION SPECIFIC TO THIS WARRANTY**

**Accident**: any sudden, unforeseen event external to the victim or to the damaged thing, and constituting the cause of the damage.

**Vehicle**: car, trailer, trailer caravan of a camping-car with a gross laden weight lower than 3.5 tons, not used, even occasionally, for the transportation of passengers or goods for consideration. The vehicle, whatever its age, must meet the regulations in force on technical control.

#### A. TECHNICAL ASSISTANCE OR TOWING

If your Vehicle is stopped during a journey, either at the departure or at the destination of your seasonal rental accommodation due to a Breakdown, an Accident, a Theft or an Attempted theft reported to the authorities, we will organise, depending on the local availability and the regulations in force, the technical assistance on site or the towing to the nearest authorised garage or the nearest official dealership **up to the amount indicated in the Table of Amounts Covered**.

The cost of such technical assistance, or of the towing, will be paid within the limit of the total amount of the expenses incurred, except for the cost of the spare parts and the labour and/or the repair of the Vehicle and/or the security services.

This intervention cannot take place outside the road infrastructure (on unpaved roads).

Moreover, the warranty will not be provided on the motorway network, nor on highspeed roads, by reason of the legislation governing the circulation on such routes. In such event, we will refund you the technical assistance or towing expenses against simple presentation of the original invoice.

#### **B. CONTINUATION OF THE JOURNEY AND RETURN HOME OR VEHICLE RECOVERY**

In case of a breakdown, accident, theft or attempted theft reported to the competent authorities, during your trip, if the repairs of the vehicle exceed 4 hours, Europ Assistance will organise and pay either for your transportation to your final destination, as well as your return to your Residence, or for the vehicle recovery **up to the amount indicated** in the Table of Amounts Covered.

We will pay for your transportation, whether by taxi or rental car of category A or B for 48 hours maximum. Fuel and tolls will remain at your expense. The provision of a rental car is subject to local availability and to the conditions imposed by the rental company, particularly as regards the requirements of the driver in terms of age and possession of a driving licence.

The rental of the vehicle includes the undertaking of supplemental insurance coverage associated with the car rental: "driver and passengers insurance" (named P.A. I.), "partial reduction of deductibles in case of material damages to the rented vehicle" (named C.D. W) and "Partial reduction of deductibles in case of theft of the rented vehicle" (named T.W. or T.P. or T.P.C.). However, part of these deductibles cannot be redeemed in case of accident or theft of the rented vehicle and will remain at the expense of the beneficiary.

#### C. THE SUBSIDIARITY OF THE WARRANTY

This warranty will apply, **up to the amounts indicated in the Table of Amounts Covered**, as a complement to the warranty provided under the contract of your car insurer or your car manufacturer, or if such contracts do not include the "Roadside Assistance" coverage.

#### WHAT WE EXCLUDE

The interventions will be carried out subject to local availability, particularly as regards car rental.

The services that are not requested as soon as the need arises or in agreement with us, will not subsequently give right to refund or compensation, except for towing on motorways or comparable roads. In any event, you must provide the original invoices as supporting documents.

In no event will we pay for foreseen or foreseeable expenses (fuel costs, energy charging fees, tolls, restaurant, taxi, hotel in case of stay planned at the place of the Immobilisation, cost of spare parts, etc.).

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

- the consequences of the Stop of the Vehicle for maintenance and after-care operations,
- stops consequent to foreseen interventions (maintenance, control or regular car service) or to lack of maintenance,
- repeated breakdowns due to failure to repair the Vehicle (e.g.: malfunctioning battery) after our first intervention,
- maintenance, control, service, installation of accessories, replacement of wear parts and stops following ù interventions included in the Vehicle maintenance programmed and their consequences,
- repair of the Vehicle and related costs,
- thefts without breaking and entering of luggage and of various materials and objects remained in the Vehicles, as well as the relevant accessories (particularly car radio).
- expenses not supported by original documents,
- costs incurred without our agreement or not expressly included in this contract,
- · costs of caretaking (in France) and parking of the Vehicle,
- fuel costs and tolls,
- energy charging fees,
- deductibles in case of rental of a vehicle,
- customs fees,

- restaurant costs,
- the consequences of accidents occurred during trials, races or motor racing competitions (or relevant tests), subject under the regulations in force to prior authorisation by public authorities, in which you take part as racers, or during tests on a track subject to prior approval by public authorities, even if you use your own vehicle.
- recall campaigns of the manufacturer,
- damages occurred in the countries excluded from coverage under this contract or outside the dates of validity of the contract, and particularly beyond the scheduled duration of the journey Abroad.
- stops due to lack or low quality of lubricants or other liquids required for the operation of the Vehicle, except for Fuel Exhaustion or Fuel Mistake,
- false alarms,
- loading of the Vehicle and of the couplings,
- any request arising from impoundment due to a reason other than illegal parking,
- any request arising from inexcusable or intentional fault, dangerous driving, and particularly driving under the influence of drugs/alcohol, or speeding offences. In the event that the intentional nature is ascertained during or after our intervention, you might be required to refund the costs incurred,
- any request arising from a refusal to submit to investigations to find or establish evidence of such condition,
- any request arising from a hit and run offence or a refusal to comply,
- any request arising from driving without a licence or refusal to return the licence following a withdrawal decision.

#### SOS "FORGOTTEN ITEMS"

#### 1. DEFINITION SPECIFIC TO THIS WARRANTY

Forgotten item: personal and clothing item belonging to the Insured, forgotten at the Residence of the same

#### 2. OBJECT OF THE WARRANTY

We will refund the costs of postage of a forgotten item, within the limits contained in the Table of the Amounts Covered and up to one item per each accommodation unit.

#### 3. WHAT WE COVER

If the Insured forgets a personal item at home, we will refund the costs of postage (insurance excluded) by express mail from the place where it has been left to the place where the Insured is, to allow this latter to recover the forgotten item.

#### The Insurer cannot be held liable:

- For delays ascribable to the transportation agencies requested to deliver the forgotten item;
- For the breakage, loss, damage or theft of the forgotten item during transportation;
- For the consequences resulting from the nature of the forgotten item;
- If the national or international customs offices object to the item being shipped.

#### 4. WHAT WE EXCLUDE

In addition to the exclusions common to all warranties, the following items are not covered:

- securities, banknotes and coins, cheques, payment cards, negotiable instruments, precious metals, jewellery, precious stones, pearls, identity documents and any other valuable items.
- objects or effects, the transportation of which amounts to a commercial operation, and those intended for sale.
- dangerous materials, any category of weapons as well as the relevant ammunitions,
- engine-driven machines, car accessories, gardening equipment, tools, items containing liquids, furniture, household or computer appliances and their accessories, hi-fi equipment, musical instruments.
- perishable goods and live animals
- any drink, either alcoholic or otherwise, drugs or narcotics or any other illegal substance
- any item that does not conform to or comply with the regulations in force in the visited country or countries.

#### 5. YOUR OBLIGATIONS IN THE EVENT OF DAMAGE

#### The Insured shall:

- organise personally the delivery from his/her home to the place of stay;
- · take all measures to secure the item;
- report the damage to the Insurer within thirty working days of dispatch, except for the case of act of God or force majeure. After such period, the Insured will lose any right to refund,
- Provide the original invoice for the postage costs issued by the transportation agency requested to deliver the forgotten item.

#### **CONTRACT FRAMEWORK**

This Agreement is subject to the laws of the Netherlands in particular, the Law of 4 April 2014 on insurance.

#### 1. EFFECTIVE DATE AND VALIDITY PERIOD

The validity period of all the guarantees corresponds to the dates of the trip indicated on the invoice issued by the trip organiser who is the Subscriber of the contract with a maximum duration of 90 consecutive days, with the exception of the "TRIP CANCELLATION" cover that takes effect on the day you subscribe to the contract and expires on the day of your departure on your trip.

#### 2. WAIVER IN THE CASE OF MULTI-INSURANCE

In conformity with article L112-10 of the Insurance Code, the Insured that subscribed an insurance policy for non-professional purposes, if it has proof of a previous policy covering one of the risks covered by this new contract, may waive the new contract, without cost or penalty, provided that it has not been completely executed or that the insured has not called upon any guarantee, and within the limit of fourteen calendar days from conclusion of the new contract.

This waiver must be made by letter or e-mail to the following addresses:

- By mail: Center Parcs, Afdeling Guest Relations, Postbus 5199, 2900 ED Capelle a/d IJssel
- · Bv E-mail: questrelations@groupepvcp.com

The insurer will reimburse the amount of the premium paid by the insured within thirty days from the date of exercise of the waiver unless a loss occurs during the waiver period, causing a claim to be made against the policy.

## 3. HOW IS THE MATERIAL DAMAGE COVERED BY THE INSURANCE ASSESSED?

Although the damage cannot be determined on a case-by-case basis, it is evaluated through an obligatory and amicable expert assessment, subject to our respective rights.

Each of us will choose an expert. If these experts do not agree, they will call upon a third expert and all three will cooperate with a decision being taken by a majority.

Should one of us fail to appoint an expert or should the two experts fail to agree on the choice of a third, the appointment will be made by the President of the District Court in the area where the Loss occurred. This appointment is made at the simple request, signed by at least one of us, the party not having signed being called to the expert appraisal by registered letter.

Each will pay the expenses and fees of its expert and, where applicable, half of the third expert's fees.

#### 4. HOW SOON WILL YOU BE COMPENSATED?

Settlement will take place within 5 days from the agreement between us or the enforceable judicial decision.

## 5. WHAT ARE THE LIMITATIONS IN THE CASE OF FORCE MAJEURE OR OTHER ASSIMILATED EVENTS?

We cannot under any circumstances substitute ourselves for the local bodies in an emergency. We cannot be held responsible for breaches or delays in execution of the services resulting from a case of force majeure or events such as:

- civil or foreign wars, recognised political instability, civil unrest, riots, acts of terrorism, reprisals;
- the recommendations of the WHO or national or international authorities or restriction to the free circulation of people or goods, irrespective of the reason, in particular for reasons of health, safety, weather, limitation or prohibition of air traffic;
- strikes, explosions, natural disasters, disintegration of the atomic nucleus or any irradiation from a radioactive source of energy;
- the delays and/or impossibility in obtaining administrative documents such as entry
  or exit visas, passports, etc., needed for your transport within our outside the country
  where you are or your entry into the country that our doctors recommend for your
  hospitalisation;
- recourse to local public services or operators that we are obliged to approach by local and/or international regulations;
- the non-existence or unavailability of technical or human resources suitable for the transport (including refusals to intervene).

#### 6. EXCEPTIONAL CIRCUMSTANCES

Transporters of people (in particular the airlines) may apply restrict transport in the case of people with certain illnesses or pregnant women or modify it without notice (airlines may require medical check-ups, medical certificate, etc.).

Therefore, these people may only be repatriated if the transporter does not object to transport them and obviously in the absence of a medical opinion advising against the transport (as indicated and according to the methods mentioned in the chapter "TRANSPORT/REPATRIATION") with regard to the health of the Insured or of an unborn child.

#### 7. WHAT GENERAL EXCLUSIONS APPLY TO THE CONTRACT?

The general exclusions to the contract are exclusions common to all insurance guarantees and assistance services described in these General Provisions. The following are excluded:

- civil or international wars, uprisings, civil unrest;
- the voluntary participation of an Insured in uprisings or strikes, fights or assaults;
- the consequences of disintegration of the atomic nucleus or any irradiation from a radioactive energy source;
- the consequences of using medicines, drugs, narcotics and assimilated products not prescribed by a doctor and the abuse of alcohol;
- any intentional act on your part that may involve the insurance contract.

#### 8. SUBROGATION

After having incurred expenses within the framework of our insurance cover and/or our assistance services, with the exception of that paid under the "INDIVIDUAL TRAVEL ACCIDENT" guarantee, we are subrogated in the rights and actions you may have against third parties responsible for the Loss, as indicated in article L 121-12 of the Insurance Code

Our subrogation is limited to the amount of expenses that we incur in executing this contract.

#### 9. WHAT ARE THE LIMITATION PERIODS?

Art. 88 of the Law on Insurance any legal action deriving from this Agreement is timebarred three years from the date of the event that gave rise to the action.

#### 10. CLAIMS

EUROP ASSISTANCE elects domicile at its registered office.

In the event of a complaint or dispute, you may send a letter to INTERNATIONAL COMPLAINTS P.O. Box 36.009 – 28020 Madrid complaints\_eaibfr@roleurop.com

You may refer the matter to the AMF , Vijzelgracht 50 , 1017 HV Amsterdam, Netherlands. without prejudice to the Policyholder's right to take legal action.

#### 11. REGULATORY AUTHORITY

The authority responsible for prudential supervision is the *Autoriteit financiële markten* (AFM), or the Netherlands Financial Markets Authority, Vijzelgracht 50, 1017 HS Amsterdam, The Netherlands.

#### 12. DATA PROTECTION

"In accordance with the

- Irish Data Protection Acts 1988 and 2003 (as amended), or the equivalent provision of law of the Member State implementing Council Directive 95/46/EC and its subsequent amending Directive(s) ("Wet persoonsgegevens" or Data Protection Act);
- · Legal instruments enacted or directives promulgated under the Data Protection Act;
- All registration and notification requirements under the Data Protection Act, required to ensure the parties' compliance with their obligations under this policy; and
- All requirements regarding the processing and transfer of Personal Data under the Data Protection Act, including restrictions on the processing or transfer of Personal Data;
- The Insurer, as the party responsible for the file, wishes to inform you that any Personal Data you provide, directly or through an intermediary, will be included in a single file, to help us manage your insurance Policy, combat and investigate fraud and to assess and identify the risk. This information may be used on behalf of the Insurer by other insurance or reinsurance companies for reinsurance or co-insurance purposes, or by health care providers and expert claims handlers appointed by the Insurer, and all other service providers the Insurer relies on to help manage the Policy. All information received, as well as any prior processing or transfer of this information, is required to maintain the contractual relationship. In particular, your personal data will be included in a file verified by the Insurer and processed for Insurance Policy and related claims management purposes, to combat and investigate fraud, and to assess and identify risks. Your Personal Data The Insurer is of the opinion that your personal data are private and confidential and undertakes to comply with its confidentiality obligations. To this end, the Insurer will take all measures necessary to prevent the alteration, loss, manipulation of or access to such data by unauthorised persons, taking account of the state of the art at the specific time. The Insurer may share your data: (a) with other Europ Assistance branches; (b) through our appointed service providers; or(c) with regulatory bodies, both within and outside the European Union in connection with the provision of services related to the insurance, and as set out below. The transfer of data must comply with applicable laws and regulations and must be limited to what is strictly necessary for the performance of services The Insurer may consult and/or share your personal data if required by law or if the Insurer, in good faith, believes this is necessary (a) to comply with the law or legal proceedings instituted against the Insurer; (b) to protect its rights or property, including the security and integrity of its network; or (c) to act under exigent circumstances to protect the personal safety of users of its services or members of the public. You can exercise your rights of access, rectification, deletion and objection by sending written notice to: The Compliance Officer, Europ Assistance S.A. Irish Branch, 4th Floor, 4-8 Eden

Document (if required by local law, custom or practice) or equivalent, or by sending an e-mail to customercare@earefund.com. In addition, the Insurer may request that you provide additional data (e.g. medical data) to be processed in accordance with the purposes specified herein. You accept and agree to give your consent to the Insurer for the processing of these additional data, where necessary. You may also object to your personal data being stored and processed as stated herein. However, if you object to the disclosure and/or processing of your personal data, the Insurance Policy will be invalid as the Insurer will not be able to manage the policy or related claims on your behalf."

### To declare an insurance loss

- Connect directly to the following site: https://www.roleurop.com/centerparcs
- By mail: **Europ Assistance** Claims Department - GCC - P.O. Box 36364 28020 Madrid - Spain
- By e-mail: claimscenterparcs@roleurop.com

### If you require assistance

Contact us 24/7 at 0031 707 709 165

#### You will be asked for:

- Your contract number,
- Your first and last names,
- Your current location.
- The telephone number where Europ Assistance can reach you,
- The kind of assistance you require.







VILLAGES NATURE



CENTER PARCS EUROPE N.V. a private limited liability company under the law of the Netherlands, Having ict registered office at Rivium Boulevard 213, 290 LK Capelle aan den Jissel, KVK - nr. 24319980. BTW-nr NL 8108803495B01 Represented by Mr. P and Mr. Haak Ferracci Wegmann, directors, also acting on behalf of its subsidiaries is the distributor contracts (Cancellation Insurance Package short stays - contract No IB1600281NLCA3/ No IB1700311NLCA3 - Cancellation Insurance Package medium-term stays contract No IB1600281NLCA4/No IB1700311NLCA4 - Cancellation Insurance Package long stays - contract No IB1600281NLCA5/No IB1700311NLCA5 - Multi-risk Package short stays - contract No IB1600281NLMU3/No IB1700311NLMU3 - Multi-risk Package medium-term stays - contract No IB1700311NLMU4/No IB1700311NLMU4 - Multi-risk Package long stays contract No IB1700311NLMU5/No IB1700311NLMU5) with members.

The insurance premiums paid by members are perceived in the name and on behalf of EUROP ASSISTANCE, limited company under French law with a capital of € 35,402,786, registered with the Nanterre Trade and Companies Register under number 451 366 405, company regulated by the Insurance Code whose registered office is at 1 Promenade de la Bonnette - 92230 GENNEVILLIERS; also in the name and on behalf of its Irish branch, whose trade name is EUROP ASSISTANCE SA IRISH BRANCH and whose principal place of business at 4th Floor, 4-8 Eden Quay, Dublin 1, D01 N5W8, Ireland, registered in Ireland under certificate No. 907089.