

# **CANCELLATION INSURANCE – INTERRUPTION OF STAY – SUMMARY OF PROVISIONS**

## **1. CANCELLATION OF STAY**

The insurer guarantees the insured the reimbursement of sums already paid in the event of the tenant being unable to take up the break or stay because of one of the following:

**a)** Serious illness, serious injury or the decease of the tenant or his/her spouse or partner or one of their antecedents or descendants or sons-in-law or daughters-in-law.

By serious illness or injury is understood any change in health or any bodily affliction confirmed by a competent medical authority that prevents the tenant leaving his or her room and involving the inability to pursue any professional or other activity.

By accident is understood an unintentional bodily injury resulting from a sudden external cause which prevents him or her travelling at the time arranged to take up the accommodation provided.

**b)** Serious damage to the property of the insured, necessitating his/her presence at the scene.

**c)** Inability to take possession of the property reserved because of the unforeseeable dismissal of the tenant or his/her spouse or partner, or transfer involving change of permanent address, providing the employer's notification of such dismissal or transfer had been given after the commencement date of this insurance. In the latter case, reimbursement will only take place if the prospective tenant abandons definitively any holiday or break for the period initially arranged.

**EXCLUSIONS:** incidents or accidents arising from the following are excluded :

- any illness for which the insured is undergoing treatment at the time of his or her purchasing the break or stay, or any pre-existing condition,
- spa treatment, course of medical treatment, use of medicines or narcotics not on medical prescription to the insured,
- epilepsy, brain damage or damage to the spinal bone marrow suffered by the insured parties,
- intoxication, suicide or attempted suicide on the part of the insured parties,
- participation in wagers, challenges, or brawls (except in case of legitimate self-defence),
- pregnancy, miscarriage, confinement and any of their consequences, or if resulting from a modification of or non-conformity with any of the provisions laid out in the rental contract
- foreign wars, civil war, civil disorder, riots, popular uprisings,
- any modification of or non-conformity with any of the provisions laid out in the rental contract on the part of the tenant or the agency,
- any events other than those stated above.

## **2. INTERRUPTION OF STAY**

The insurer guarantees the reimbursement of the rental charges paid by the tenant in the event of any interruption of the stay or break arising during the period of the rental and obliging him or her to return home if the interruption is due to any of the following:

- a) a death,
- b) an absence from work of more than a week, or hospitalisation caused by an accident or by illness,
- c) major damage to the tenant's property which necessitates his presence.

Any such interruption must be of at least a week and reimbursement will be on a pro rata basis according to the length of the interruption.

### **EXCLUSIONS :**

- incidents or accidents arising from the following are excluded :
- foreign wars, civil war, civil disorder, riots, popular uprisings,
- catastrophic events such as volcanic eruptions, earthquakes, tidal waves, floods, cloudbursts, landslides or any other cataclysmic occurrence.

**ALSO EXCLUDED** from the guarantee are:

- 1) costs incurred in respect of return travel between the insured's principal or second home and the site of the property rented where such costs are not included as part of the package for the rental of the property,
- 2) the cost of membership of or enrolment in any travel club or other association
- 3) charges for electricity, gas, hot water and heating, as well as the visitor tax (tourist tax) except where these charges and taxes are expressly quoted as part of the package of the rental of the property.

**LIMITS OF GUARANTEE** : the guarantee is subject to a maximum amount equal to 535€ per accident..

### **OBLIGATIONS OF THE INSURED**

To avoid rendering the guarantee null and void (except in the case of unforeseeable event or force majeure), the insured must, as soon as he or she has knowledge of an accident and in any case within no more than five days, inform the insurers either verbally or by recorded delivery letter.

He or she must also:

- 1) indicate the nature and the circumstances of the accident and its known or presumed causes and consequences,
- 2) provide the insurers, in the shortest possible time, with:
  - a medical certificate detailing the nature and seriousness of the illness or accident as well as its likely consequences,
  - in the case of a death, the death certificate or other proof of death,
  - the rental contract showing rental charges and other service charges.