

CANCELLATION INSURANCE + HOLIDAY CURTAILMENT

CAMPING PITCH / RENTAL ACCOMMODATION

From 1 week : 5 % of the total amount of your stay

IN THE CASE OF CANCELLATION BEFORE YOUR ARRIVAL AT THE CAMPSITE:

We refund you the amount of your cancellation fees, after deduction of the excess, the amount of which is indicated below:

YOUR COVER	COVER AMOUNT OF THE COMPENSATION	EXCESS
Death or temporary or permanent disability Material damage at your residence Appointment for an organ transplantation Serious damage to your vehicle Complication of pregnancy A vehicle accident or breakdown Redundancy Professional transfer You find a job or a paid work placement Summons to appear in court. Your notification for the adoption of a child. Your psychological, mental or depressive illness	Refund of the cancellation fees Within the limit of: € 6,500 per lodging € 1,500 per event	€ 50 per claim for camping pitch €100 per claim for rental accommodation
Change of holiday dates imposed by the employer Theft of your identity papers		25 % of the amount of the cancellation fees with a minimum of € 150 per rental accommodation insured

IN THE CASE OF HOLIDAY CURTAILMENT:

This cover applies to all private stays, for a maximum length of 2 consecutive months, sold by the approved organisation or authorised intermediary with whom you took out this policy.

Please read your General Terms and Conditions carefully. These specify our respective rights and obligations and answer any questions that you may have.

DEFINITIONS

A number of terms are frequently used in our insurance policies. The list below contains the meaning that shall be given to these terms.

DEFINITION OF THE PARTIES IN THE POLICY

INSURED:

- The policyholder,
- The person(s) named in your Specific Terms and Conditions, provided that they are resident in Europe.

WE/US: SARL Parc Hôtel BOIS SOLEIL, hereinafter referred to as Bois Soleil, i.e. the insurer with whom you have taken out this insurance policy

EXCESS: the share in the damage payable by you when the claim is settled. Excess amounts for each type of cover are specified in the cover and excess amounts table.

LIMIT PER EVENT: maximum amount insured for the same event resulting in claims, irrespective of the number of insured people included in the policy.

APPROVED ORGANISATION: travel professionals, transport professionals, associations, works committees.

PRESCRIPTION: period beyond which no claim shall be accepted.

POLICYHOLDER: the signatory of the Specific Terms and Conditions who thereby undertakes to pay the insurance premium.

YOU: the insured person or people.

DEFINITION OF INSURANCE TERMS

RESIDENCE: the customary place of residence determining the exercise of your civic rights.

ABROAD: any country except for the country where you are resident.

EUROPE: the European Union (including the following overseas territories: Guadeloupe, Guyana, Martinique and Réunion), Liechtenstein,

the Principalities of Monaco and Andorra, San Marino, Switzerland, Vatican City.

FRANCE: Metropolitan France (Including Corsica), Guadeloupe, Guyana, Martinique, Réunion.

METROPOLITAN FRANCE: European French territory (including the nearby islands in the Atlantic Ocean, the English Channel and the Mediterranean Sea).

STAY: a maximum of two months provided during the term of this contract, and organised, sold or provided by the approved organisation or intermediary with whom the contract is signed.

Relating to cover for cancellation

CLAIM: all harmful consequences of an event falling within the scope of one of the types of cover taken out. All damage arising from the same initial cause constitute one and the same claim.

SUBROGATION : process by which we replace you in respect of your rights and legal actions against any party liable for your damages, in order to obtain repayment of the sums that we have paid you following a claim.

THIRD PARTY: any individual or legal entity, except for:

- the insured person
- members of his/her family
- persons accompanying him/her
- his/her employees whether salaried or not, while carrying out their duties.

NATURAL DISASTER: an event caused by the abnormal intensity of a natural agent.

SERVICE CHARGES: charges levied by the approved organisation or intermediary when booking the trip, which relate to their preparation of the trip.

TEMPORARY DISABILITY: loss for a limited period of time, of a person's functional capacity, requiring them, on the day of the cancellation, to cease all activity, including professional activity, and which resulted in a diagnosis and care from a doctor and medical treatment to be carried out.

POLICY TERRITORY

The cancellation cover applies in France and in the European Union from midday on the day after taking out the cover until the start of your holiday. The holiday curtailment cover applies in the country or countries visited during the holiday organised by the policyholder, and which are mentioned in the holiday booking form.

COMMON EXCLUSIONS TO ALL TYPES OF COVER

In addition to the specific exclusions stated for each type of cover, we never insure the consequences of the following circumstances and events:

1. Civil or foreign wars, riots, popular movements, strikes, hostage taking, handling of weapons;
2. Your voluntary participation in bets, crimes or flights, except in the case of legitimate defence.
3. Any effects of a nuclear origin or caused by any source of ionising radiation.
4. Your intentional acts and wilful misconduct, including suicide and attempted suicide. Any actions that contravene the Internal Rules and Regulations of Bois Soleil, leading to expulsion.
5. Your consumption of alcohol, drugs or any narcotic substance listed in the French Public Health Code, not medically prescribed.
6. Events for which liability may fall either on your travel organiser by application of Chapters VI and VII of law n° 92-645 of 13 July 1992, stipulating the conditions for pursuing the business of organising and selling holidays, or on the carrier, notably for reasons of air safety and/or overbooking.
7. Your refusal to board the flight originally planned by the approved organisation.

Your Policy Coverage

1. PURPOSE OF THE COVER

When you cancel your booking, **SARL Parc Hôtel BOIS SOLEIL** may hold you responsible for all or part of the cost of the service; described as **cancellation fees**. We refund the cancellation fees invoiced, after deduction of the excess (the amount of which is indicated in the cover and excess amounts table), the booking fee and the cancellation insurance amount. Tips, visas and other costs, in addition to service fees, as well as the premium paid for this policy are not refundable. Compensation is always limited to the amount of fees that would have been invoiced if you had informed the approved organisation or intermediary on the day of the event.

2. EVENTS COVERED IN RELATION TO A CANCELLATION

Cancellation, notified before your departure and after insurance has been taken out, must be the result of one of the following events, which absolutely prevents you from departing.

2.1. Temporary or permanent disability of:

- You, your spouse or common law partner, your ascendants or descendants, and those of your spouse/partner
- Your brothers, sisters, brothers-in-law, sisters-in-law, sons-in law, daughters-in law, fathers-in-law, mothers-in law, legal guardian, or the person for whom you are the guardian
- Your professional replacement, specified when taking out this policy
- The person, when this policy was taken out, designated responsible, during your trip, for looking after or accompanying your underage children on the trip or a disabled person living with you
- Another member of your family, provided that hospitalisation is for more than 48 hours, as a direct result of:
- An illness or accident
- The consequences, after-effects, complications or worsening of an illness or an accident which was recorded before your trip was booked.
- From pregnancy complications up to the 28th week.

It is the responsibility of the insured to prove all details constituting the temporary disability or the permanent disability as defined in this contract. If you cannot establish the occurrence of the temporary or permanent disability at the time of cancellation, we may reject your claim.

2.2. The death of:

- You, your spouse or common law partner, your ascendants or descendants and those of your spouse/partner
- Your brothers, sisters, brothers-in-law, sisters-in-law, sons-in law, daughters-in law, fathers-in-law, mothers-in law, legal guardian or the person for whom you are the guardian
- Your professional replacement, specified when taking out this policy
- The person, when this policy was taken out designated responsible, during your trip, for looking after or accompanying your underage children on the trip or a disabled person living with you
- Another member of your family.

2.3 Serious damage to property resulting from:

- A burglary

- A fire
 - Water damage
 - A climate event, requiring your presence imperatively at that location on your scheduled day of departure to implement protective measures and administrative actions and which affects over 50% of:
 - Your main or secondary residence
 - Your business premises if you are a craftsperson, trader, company manager or if you have a professional services occupation.
- 2.4. Being called for an organ transplant during your holiday.**
- 2.5. Serious damage to your vehicle occurring within 48 hours prior to your departure,** provided that it can no longer be used to take you to your final holiday location.
- 2.6. An accident or a breakdown of your means of transport occurring during your transportation to the departure point, involving a delay of more than two hours,** meaning that you missed the means of transport booked for your departure, provided that you have taken the necessary steps to reach the airport at least two hours before the time limit for boarding.
- 2.7. Redundancy of yourself or your spouse provided that the procedure had not begun by the day on which you took out this policy.**
- 2.8. Obtaining employment as a salaried employee or a paid work placement,** taking effect before or during the dates planned for your trip, while you were registered for employment benefit and provided that it does not involve a contract extension or renewal, or an assignment provided by a temporary employment agency.
- 2.9. Your employer changing the date of your paid holidays.** This cover is provided to salaried employees, excluding craftspersons, traders, members of a professional services occupation, directors or legal representatives of a company. This holiday leave, corresponding to an entitlement, must have been previously agreed by the employer prior to booking the trip.

Compensation is paid after deduction of the specific excess amount stated in the cover and excess amounts table. This excess also applies to those people booked on the trip at the same time as you.

2.10. Your unforeseen, compulsory summons to appear in court, as a witness or for jury service that cannot be postponed.

2.11. Theft, within the 48 hours prior to your departure, of your identity papers (passport, identity card) essential for going through customs during your trip, provided that steps for their renewal are carried out within 15 days of the theft. **Compensation is paid after deduction of the specific excess amount stated in the cover and excess amounts table. This excess also applies to those people booked on the trip at the same time as you.**

2.12. Your professional transfer, imposed on you by your employer, but not related to a disciplinary matter, that requires you to move house during the time of your trip or, at the latest, 8 days before the trip, provided that the transfer was not known when you took out this policy.

2.13. Your notification of the adoption of a child during the period of the trip provided that the notification was not known when you took out this policy.

2.14. Your psychological, mental, or depressive illness which led you to being in hospital for more than 3 days.

2.15. Cancellation, for one of the events mentioned above (articles 2.1 to 2.14), of one or more people booked at the same time as you and insured under this policy if, because of this withdrawal, you had to travel alone or with just one other person. However, for people who are part of the same household for tax purposes, all insured persons from the same household for tax purposes are covered under the 'Cancellation' cover.

IMPORTANT:

For rental accommodation, our cover is granted on condition that the rental accommodation is fully vacated.

All the tourist services covered by this policy, irrespective of whether they are additional or sequential, constitute a single trip, which only has one single date of departure: the date stated by the trip's approved organisation or intermediary as being the start of the insured services.

4. WHAT YOU MUST DO IN THE EVENT OF CANCELLATION

In the event of a claim, you must notify **SARL Parc Hôtel BOIS SOLEIL** of your withdrawal using the quickest means (fax, telegramme, notification with acknowledgment of receipt) when the covered event preventing your departure takes place. You must notify us of the claim **within five working days** of your knowledge of the event, except in the case of *force majeure*:

- **Directly by means of our website: www.bois-soleil.com**
- **By telephoning +33 (0)5 46 05 05 94 from Monday to Friday between 9 am and 6 pm or by fax +33 (0)5 46 06 27 43 or by email: info@bois-soleil.com**

After this time limit, if we incur a loss because of your late notification, you lose all rights to compensation.

We will provide you with the necessary information to make your claim declaration and you will be required to supply us with any documents and information to serve as proof of the reason for your cancellation, and to allow us to assess the amount of compensation due to you.

HOLIDAY CURTAILMENT

1. PURPOSE OF THE COVER

We provide cover, up to the limits stated in the cover and excess amounts table, by means of a compensation payment when your holiday is curtailed for one of the following reasons:

- Your medical repatriation, of members of your insured family, organised by another assistance company, • Your hospitalisation locally,
- Your early return:

In the event of an illness or accident, resulting in emergency hospitalisation that commences during your holiday and which, in the opinion of our medical service is of a life-threatening nature, of your spouse or common-law partner, of one of your ascendants, descendants, brothers, sisters, your legal guardian or the person for whom you are the guardian, who are not taking part in the holiday; **In order to attend the funeral after the death of your spouse or common-law partner**, of one of your ascendants, descendants, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, legal guardian or the person for whom you are the guardian, who are not taking part in the holiday;

In the event of material damage as a result of a burglary, a fire, water damage or climate event, making your presence on site essential for protective measures and administrative procedures to be undertaken and affecting more than 50% of:

- Your main or secondary residence,
- Your farming business,
- Your business premises if you are a craftsperson, trader, company manager or if you have a professional services occupation.

2. AMOUNT COVERED

Compensation is proportional to the number of days of your trip that are unused and the number of people who have actually vacated the holiday accommodation.

Compensation is settled up to the limits indicated in the cover and excess amounts table per insured person, without exceeding the limit per event.

Compensation is calculated starting from the day after the event that gives rise to it occurs (medical repatriation, early return, hospitalisation locally). Deductions will be made from the calculation basis for administration expenses, visa costs, insurance, tips, outward and return transport and refunds or compensation paid by the travel organiser.

• When staying in rental accommodation

Compensation is calculated on the basis of the cost of the insured rental accommodation, limited to the amounts per person and per event stated in the cover and excess amounts table, with it being understood that the rental accommodation must be fully vacated.

If your holiday has been curtailed by your hospitalisation locally, the compensation is calculated starting from the day after the hospitalisation on the basis of the rental accommodation costs for yourself and the person who received accommodation expenses under the 'assistance to persons' cover. Compensation is calculated and is limited per person and per event to the amounts stated in the cover and excess amount table, with it being understood that the rental accommodation must be fully vacated.

3. COVER EXCLUSIONS

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

3.1. Epidemics, local health situations, pollution, meteorological or climate events;

3.2. Natural disasters occurring abroad, definitely caused by the abnormal intensity of a natural agent and those natural disasters referred to in law n° 82-600 of 13 July 1982.

1. PROCEDURES FOR TAKING OUT COVER, WHEN IT TAKES EFFECT AND ITS TERMINATION

The policy must be taken out:

- **For the 'Cancellation' cover:** on the same day as the booking.
- **For all other cover:** no later than the day before your departure. Cover takes effect:
- **For the 'Cancellation' cover:** at 12 noon on the day after the premium has been paid

It ends at the start of your holiday;

- **for all other cover:** at midnight on the day of departure stated in the Specific Terms and Conditions and, at the earliest, at 12 noon on the day after you have paid the premium.

Cover ends at midnight on the day of your return that is stated in the Specific Terms and Conditions.

The 'Cancellation' cover cannot be combined with the other types of cover.

2. CUMULATIVE INSURANCE

If you are covered for the same risks with other insurance companies, you must inform us and provide us with their details and the scope of their cover, in accordance with article L 121-4 of the French Insurance Code.

You can obtain compensation for you damage by contacting the insurance company of your choice.

These provisions do not concern assistance services.

3. SUBROGATION IN YOUR RIGHTS AND ACTIONS

In consideration for the payment of compensation and, up to its amount limit, we become beneficiaries of the rights and actions that you had against anyone liable for the claim, in accordance with article L121-4 of the French Insurance Code.

4. PENALTIES APPLICABLE IF YOU MAKE A MISREPRESENTATION WHEN TAKING OUT THE POLICY.

Any non-disclosure or misrepresentation, any omission or inaccuracy in the declaration of the risk is penalised as per the terms and conditions stated in articles L 113-8 and L 113-9 of the French Insurance Code:

- **In the event of bad faith on your part:** by rendering the policy null and void;
- **If your bad faith has not been established:** by a reduction in the compensation, in proportion to the premium paid and in relation to the premium which would have been due if the risk had been fully and accurately declared.

5. PENALTIES APPLICABLE IF YOU MAKE AN INTENTIONAL MISREPRESENTATION AT THE TIME OF THE CLAIM

Any fraud, non-disclosure or intentional misrepresentation by you about the circumstances or consequences of a claim will result in the loss of all entitlement to benefit or compensation for this claim.

6. TIME LIMITATION

Any legal action arising from the insurance policy is subject to a time limitation period of 2 years from the event which gives rise to it, under the conditions established by articles L114-1 and L114-2 of the French Insurance Code.

The time limitation period is interrupted mainly by the dispatch of a registered letter with acknowledgement of receipt by our company to the insured person regarding legal action for payment of the premium and by the insured person to our company regarding payment of the compensation or by the appointment of an expert as the result of a claim.

7. DAMAGE ASSESSMENT

The causes and consequences of the claim are assessed by mutual agreement and, failing this, by jointly agreed expert assessment, subject to our respective rights. Each of us appoints an expert. If the appointed experts do not agree, they appoint a third expert. The three experts work together on a majority basis.

If one of us fails to appoint their expert or the two experts are unable to agree on the selection of the third expert, the appointment shall be made by the Presiding Judge of the *Tribunal de Grande Instance* of the place where the policyholder is domiciled.

This appointment shall be made on a written request signed by us or by just one of us, with the other having being summoned by registered letter.

Each party pays the fees and expenses for its own expert and half the fees of the third expert, if appointed.

8. CLAIM SETTLEMENT PERIOD

As soon as your case is complete, your compensation will be paid within 10 days, following the agreement between us or an enforceable court ruling.

9. COMPLAINTS HANDLING PROCEDURE

You may send your complaint to:

SARL Parc Hôtel BOIS SOLEIL
2 avenue de Suzac
17110 St Georges de Didonne
Tel +33 (0)5 46 05 05 94 – Fax +33 (0)5 46 06 27 43