



## CANCELLATION INSURANCE LA ROSIÈRE

Informative note on the cover summarised in Contract No.L16/AEL/1032.124, signed with Am Trust Europe Limited and addressed at booking customers who have signed up for the insurance cancellation option.

(Non-contractual informative note: the “rental-cancellation” insurance contract is available for information purposes at LA ROSIERE RESERVATION)

**Insurer: AmTrust International Underwriters DAC;** head office: 6-8 College Green, DUBLIN 2, Ireland; registration number: C33 525. This information can be checked in the register of the Central Bank of Ireland by visiting the website [www.centralbank.ie](http://www.centralbank.ie). AMTrust International Underwriters DAC is authorised to carry out insurance activities in France under the freedom to provide services.

**Broker: PM Conseil Assurances:** SERVICES ASSURANCE MONETIQUE – SAM; Insurance brokerage, a simplified joint-stock company with a share capital of €100,000; head office: 105 rue Jules GUESDE, CS 60 165, 92 532 Levallois Perret Cedex; Nanterre Trade and Companies Register: 523 543 445 NAF 66 22 Z; SIREN code: 523 543 445; ORIAS (Organisation for the Registration of Insurance Brokers) no.: 10 058 127 – [www.orias.fr](http://www.orias.fr). Supervisory authority: Prudential Supervision and Resolution Authority (ACPR): [www.acpr.banque-france.fr](http://www.acpr.banque-france.fr) au 61 rue de Taitbout – 75009 PARIS.

Rental-cancellation insurance contract signed by LA ROSIERE RESERVATION

705, route du Col du Petit St Bernard - La Rosière - 73700 Montvalezan

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Provides cover for the following risks: rental risks insurance, cancellation cover, cover in the event of interruption of the leisure break or delayed arrival.

Definition:

The insured is the party booking the leisure break (in other words the Customer), their spouse or common-law partner, their direct ascendants or descendants, sons-in-law, daughters-in-law, brothers, sisters or designated persons.

### 1/ Tourist package – Related travel service – Service(s) not included in the package and related travel service

The insurance applies, subject to the conditions and exceptions, to any service booked by the Customer from LA ROSIERE RESERVATION, and covered by these general terms and conditions of sale, regardless of whether the service is included or otherwise in a package or related travel service. One or more services not included in the package or related travel service are covered as soon as they are covered by these general terms and conditions of sale.

### 2/ Rental risk insurance

- 1. Risks insured:** Property damage resulting from a fire, explosion, water damage, up to a maximum of €25,000.
- 2. Glass breakage:** Up to a maximum of €2,500, €250 of which covers provisional closure fees. Excess of €65 per accident.
- 3. Other damage to hired goods belonging to the owner:** Up to a maximum of €2,500 for all damage caused during the period of the leisure break. Excess of €65 per accident.
- 4. Civil liability of the occupying tenant:** Up to a maximum of €1,500,000 for each of the tenant’s responsibilities towards the owner, up to a maximum of €500,000 for claims by neighbours and third parties.

### 3/ Cancellation cover

Refunding of the sums paid and payment of the monies to be paid for the total price of the leisure break, less the insurance premium (in other words, the cost of taking out the insurance). The total price of the leisure break comprises the related services billed for: it includes the price that the insured party must pay in the event of cancellation as a result of one of the events listed above, subject to the exceptions mentioned in Paragraph 5 below, entitled “Specific exceptions in the event of cancellation/interruption of leisure break/delayed arrival”.



1. Serious illness, serious accident or death of the insured party. Serious illness or accident is understood as any change in health or a bodily injury that prevents the insured party from leaving home or the hospital where the insured party is being treated on the date of departure and which is confirmed by a sick leave certificate or by a medical certificate stating the aforementioned restriction, or prevents the practising of the activity that is the main purpose of the leisure break. Relapses or accidents notified at an earlier stage are covered provided that the illness or accident has not manifested itself in the month preceding the booking date. Grounds involving pregnancy are covered only in the event of related complications attributable to such a condition, miscarriage, delivery and the post-natal period, arising after the booking date. With regard to serious illnesses/accidents that trigger cancellation cover, the insured party must grant the company's medical inspector access to their medical files. Failure to do so will result in no cover being provided.
  2. Fire, explosion, theft, water damage or a natural event resulting in significant damage to the house of the insured party and occurring prior to their departure or during the leisure break and requiring them to be present at the place where the incident occurred or at their second home or at the business belonging to them.
  3. Inability to take possession of the leased premises due to dismissal (except for dismissal for gross professional misconduct), a transfer, divorce or separation filed at court, of the booking party or their spouse (or common-law or civil partner), provided that the event causing the cancellation occurs after the cover has come into effect.
  4. Inability on the part of the booking party to reach the booked accommodation by road, air, rail or sea on the date they are scheduled to take possession of the rented premises, and within the following 48 hours, as a result of:
    - barricades or strikes blocking transport routes or floods or natural events vouched for by the mayor of the commune or any authority of the area where the holiday accommodation is located.
    - traffic accident involving the tenant and causing damage leading to the immobilisation of the vehicle and confirmed by an expert report.
- We also provide cover for:
- the theft of the insured party's vehicle in the 15 days preceding the start date of the leisure break, confirmed by the filing of a complaint.
  - the attempted theft of the insured party's vehicle in the week preceding the start date of the leisure break, confirmed by the filing of a complaint.
5. Changes to the holiday dates made by the insured party's employer.
  6. A lack or surfeit of snow: this type of cover can only be taken into consideration following a snow report published by an authorised body concerning the resort itself if it is a member of said body, or if it is not, the closest resort as the crow flies. It will be established that there is a lack of snow at the ski resort at the leisure break location if, in the 48 hours preceding or following the scheduled start date of the rental, more than two-thirds of the resort's runs and/or ski lifts are closed on the basis of the aforementioned snow report. This cover can only apply during the period for which the resort's ski area is officially open or from the date on which it opens early.
  7. Administrative summons, or a summons to attend a medical examination or medical appraisal.
  8. The booking party or their spouse (or common-law partner) has found a job, subsequent to the booking date, on condition that the job is permanent and the person was registered at the job centre.
  9. The death of or serious illness/injury of the person responsible for replacing the booking party at work (independent, liberal, medical or paramedical profession) or looking after the minors or disabled children of the booking party or their spouse (or common-law partner), subsequent to the booking date, on condition that a contract or agreement was signed before said date.

#### **4/ In the event of the interruption of the leisure break or delayed arrival**

The refunding of the price of the leisure break, including compensation, will be calculated pro rata temporis for the period not enjoyed as a result of the interruption, a consequence of one of the events listed in the cancellation cover set out in paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9 subject to the exceptions set out in Paragraph 5, entitled "Specific exceptions in the event of cancellation/interruption of leisure break/delayed arrival".



## 5/ Specific exceptions in the event of cancellation/interruption of leisure break/delayed arrival

It is agreed that in the event of the cancellation or interruption of the leisure break or delayed arrival the cover should not apply in the following circumstances:

An illness or injury that the insured party has knowledge of when making the booking and which has led to them receiving treatment in the month preceding the rental booking date.

Pregnancy, except for any related complications attributable to such a condition, miscarriage, delivery and the post-natal period, in the month prior to the date the booking is made.

A health cure, the need for an aesthetic (except following an accident or illness), psychological or psychotherapeutic treatment, including a nervous breakdown, except if the serious illness criteria are fulfilled.

Illness or injury due to alcoholism, drunkenness, the use of non-medically prescribed medicines, drugs and narcotics.

An injury caused by taking part in one of the following sports: air sports, bobsleigh, skeleton, rock climbing, ice hockey, motorsports, scuba diving.

## 6/ Exclusions applicable to all guarantees

Damage directly or indirectly related to:

1. Foreign war and civil war,
2. All direct or indirect effects of explosion, release of heat, irradiation resulting from transmutation of atomic nuclei or radioactivity or exposure to any substance or contamination of a biological or chemical nature,
3. Claims due to alcoholism, drunkenness, drugs, taking narcotics, use of drugs not medically prescribed,
4. An intentional act of the insured or his suicide or attempted suicide,
5. All the consequences and consequences of the "so-called" SARS-CoV-2 or Covid-19 epidemic, and their mutation (s), as well as the direct or indirect consequences of epidemics and / or pandemics of diseases of viral and / or bacterial origin that is the subject of a declaration of public health emergency by a State or by the WHO, or leading, in at least one State, to a public health policy involving binding and restrictive measures in terms of population circulation and health treatment,
6. The absence of hazard.

Application fees, cleaning fees, insurance premium, airport taxes (reimbursed by the carrier or any collecting organization) and visa fees are not refundable.

## 7/ Communication of the Contract

Given that the insurer assumes responsibilities only with regard to the full text of the rental-cancellation insurance contract signed by LA ROSIERE RESERVATION, this Contract is available for consultation from LA ROSIERE RESERVATION, who shall make it available for reference or shall forward it to the Customer by any written means, upon request.