

CAMPING BLEU SOLEIL - Contract N°: 52 124 522

General Terms and Conditions of the Open holiday rental

Applicable to policies taken out
From 1st June 2013 and until publication of the new
General Terms and Conditions

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1 GENERAL POINTS

A. PURPOSE OF THE POLICY

The purpose of these General terms and Conditions of the "HOLIDAY CANCELLATION" Open location saisonnière [Open Holiday Rental] policy, agreed between EUROP ASSISTANCE, a Company regulated under the French Insurance Code and the Policyholder, is to stipulate the reciprocal rights and obligations between EUROP ASSISTANCE and the Insured Parties defined hereinbelow.

This policy is regulated by the French Insurance Code.

B. DEFINITIONS

The following definitions shall apply for the purposes of this policy:

• Serious accident

A sudden chance event affecting any natural person, beyond the control of the victim, caused by the sudden action of an external cause and preventing the victim from any form of travel by his or her own means.

• Cancellation

The simple suppression of the Holiday you have booked, as a result of the reasons and circumstances leading to the application of the "HOLIDAY CANCELLATION" guarantee, which are listed in Section 2.A. "HOLIDAY CANCELLATION".

• Insured (you)

The following are considered to be Insured Parties: Natural person(s) who have jointly booked Furnished holiday rental accommodation, located in France or Abroad, through the Policyholder, and who have taken out the Open location saisonnière [Open Holiday Rental] policy from the Policyholder.

These people must have their homes in Western Europe, the French overseas departments, New Caledonia or French Polynesia.

For Insured who are domiciled in one of the Western European countries, the Holiday Rental must be located in France.

In this policy, the Insured are referred to as "you".

• Insurer

The insurance cover is provided and applied by EUROP ASSISTANCE, a company regulated under the French Insurance Code, a French public limited company (Société Anonyme) with capital of €35,402,785, registered on the Nanterre companies register (RCS) under number 451 366 405, whose head office is located at 1 Promenade de la Bonnette, 92230 Gennevilliers.

In this policy, Europ Assistance is replaced by the terms "we"/"us".

• Dom

The DOM refer to the French Overseas Departments of Guadeloupe, Guyana, Martinique, Mayotte and Reunion.

• Home

Home means your place of principal and normal residence as listed on your income tax notice. It is located in Western Europe, the DOM (overseas departments), New Caledonia or French Polynesia.

• Abroad

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

• Western Europe:

Western Europe means the following countries: Germany, Andorra, Austria, Belgium, Denmark, Finland, Spain, Finland, Metropolitan France, Gibraltar, Greece, Ireland, Italy and its Islands, Liechtenstein, Luxembourg, Principality of Monaco, Norway, Netherlands, Portugal, United Kingdom, San Marino, Sweden and Switzerland.

• Event

Any situation provided for by these General Terms and Conditions and which is the reason for a request for assistance to the Insurer/Assistance provider.

• France

The term France means Metropolitan France and the Principality of Monaco.

• Excess

Portion of total costs for which you remain liable.

• Holiday rental

The holiday rental purchased by the Insured through a rental agency or from a private individual must meet all of the following cumulative conditions:

- the rented premises can be any type of accommodation in a building, including cottages, caravans, motor-homes, house-boats and mobile homes,
- the premises must be located in France or Abroad,
- the premises must be furnished,
- the rented premises must not be the official residence of the Insured,
- the rent must be granted for a maximum period of 90 consecutive days, not renewable, for a the purposes of a leisure stay,
- the Insured must not be the owner, bare owner, life tenant, lessee or occupant free of charge of the rented premises.

• Serious illness

Condition duly noted by a medical doctor, whereby it is formally prohibited to leave the Home and requiring medical care and the absolute cessation of all professional activity.

• Holiday

Holiday means any stay undertaken by the Insured in a Holiday rental for a maximum non-renewable period of 90 days.

• Claim

Claim refers to any event of a random nature eligible to trigger this policy's cover.

• Policyholder

The rental agency headquartered in France and which takes out this policy on behalf of other beneficiaries, hereinafter referred to as the Insured.

C. WHAT KIND OF HOLIDAYS ARE COVERED?

The "HOLIDAY CANCELLATION" guarantee of the Open Holiday Rental policy applies to Holidays:

- for leisure only, the dates, destination and cost of which appear on the invoice issued by the Policyholder rental agency
- the duration of which does not exceed 90 consecutive days.

D. WHAT GEOGRAPHICAL AREA IS COVERED BY THE POLICY?

The Holiday rental may be located in France or Abroad.

E. HOW TO USE OUR SERVICES

E.1. YOU WANT TO REPORT A CLAIM

Within 5 working days from the time you become aware of the claim, you or anyone acting on your behalf must complete and sign the claim form attached to these General Terms and Conditions and send it to:

EUROP ASSISTANCE
Compensation Service
1, promenade de la Bonnette
92633 Gennevilliers cedex
Fax: 01 41 85 85 61
Mail: slv@europ-assistance.fr

If you fail to abide by these deadlines, you will lose the benefit of the policy coverage for this claim, if we can establish that the delay caused us harm.

E.2. WHAT ARE THE CONDITIONS FOR APPLYING THE GUARANTEES?

We reserve the right to request all necessary proof in support of any application for insurance (death certificate, proof of relationship, proof of children's age, proof of address, proof of expenses, tax statement subject to having previously obscured all information on it except your name, address and the people included in your taxable household).

We intervene on the express condition that the Event that leads us to provide the benefit was uncertain at the time of entering into the policy and at the time of departure.

E.3. COMBINING COVER

If the risks covered by this policy are covered by another insurance policy, you must inform us of the name of the insurer of the other policy (article L 121-4 of the French Insurance Code) as soon as you become aware of this information and at the latest upon declaration of a claim.

E.4. FALSE DECLARATIONS

When they change the subject of the risk or reduce our assessment of it:

• **any incomplete or intentionally false declaration shall result in the policy being null and void. We retain premiums paid to us and we have the right to demand payment of premiums due, as provided in Insurance Code Article L 113-8,**

• **any incomplete or inaccurate declaration made by you which is not shown to have been deliberate shall result in termination of the policy 10 days after notification sent to you by recorded delivery letter and/or application of the reduction in compensation pursuant to article L 113-9 of the French Insurance Code.**

E.5. SUSPENSION OF COVER FOR FRAUDULENT DECLARATIONS

In the event of a claim or intervention request in relation to insurance (as set out in these General Terms and Conditions), if you knowingly provide incorrect documents as proof, use fraudulent methods, or make incorrect

or incomplete declarations, you will no longer be entitled to any insurance cover contained in these General Terms and Conditions for which the aforementioned declarations are required.

2 DESCRIPTION OF OUR HOLIDAY CANCELLATION COVERAGE

A. WHAT WE COVER

When you are obliged to cancel your Holiday before departure, we will refund, up to a maximum amount and including an Excess shown in the Table of Coverage and Excess hereinafter, the cancellation charges incurred on the day of the Claim (deposits, down payments or any amount retained by the Holiday rental organisation or by the private lessor) in accordance with the general terms and general terms and conditions of sale of the lease (excluding administrative costs, taxes, visa fees and insurance premiums associated with the Holiday and less any refunds or compensation granted by the Holiday rental organisation or by the private lessor because of the cancellation). This guarantee is applicable only in the event of the complete cancellation of the rental.

B. WHEN DO WE INTERVENE?

We intervene for the reasons and circumstances listed below, to the exclusion of any other. **SERIOUS ILLNESS, SERIOUS ACCIDENT OR DEATH** (including the worsening of previous illnesses and the effects of a previous accident):

- of yourself, your spouse or common law partner or of one of the persons accompanying you, subject to their name appearing on the same invoice of this insurance policy,
- of your parents or children and/or those of your spouse or common law partner or of one of the persons accompanying you, subject to their name appearing on the same invoice of this insurance policy,
- of your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law,
- of the person replacing you for your professional activities, subject to his/her name being mentioned when registering for the Holiday,
- of the person who during your Holiday is in charge:
 - of looking after your minor children, subject to his/her name being mentioned when taking out the policy,
 - of looking after a disabled person, subject to this latter person living under the same roof as you and to you being the legal guardian and to his/her name being mentioned when taking out the policy.

CONTRAINDICATIONS TO VACCINATION

REDUNDANCY ON ECONOMIC GROUNDS

- of yourself,
- of your partner.

The lay-off decision or the notice of the preliminary interview prior to redundancy must not be known at the time of booking your rental or taking out this policy.

NOTICE TO APPEAR BEFORE A COURT ONLY IN THE FOLLOWING CASES:

- when you are called to be a juror before the Criminal Court,
- as part of a procedure for the adoption of a child,
- in the case of the appointment of an expert witness requiring your presence.

The date of the summons must coincide with the period of your Holiday.

NOTICE OF RE-SIT EXAMINATION

Following an exam failure which was unknown at the time of booking the Holiday (post-secondary education only). The re-sit examination must coincide with the period of your Holiday.

DESTRUCTION OF PROFESSIONAL AND/OR PRIVATE PREMISES

Occurring after the date of subscription of this policy, due to fire, explosion or water damage, provided that such premises are destroyed by more than 50%.

THEFT IN PROFESSIONAL OR PRIVATE PREMISES

The significance of this theft must require your presence and occur within 48 hours before departure.

THE GRANTING OF A JOB OR INTERNSHIP IF THE INSURED IS REGISTERED AS UNEMPLOYED

Starting before or during your Holiday.

PROFESSIONAL TRANSFER, MODIFICATION OR REFUSAL BY AN EMPLOYER OF DATES OF LEAVE

Such leave must have been granted by the employer prior to purchasing the Holiday. Excluded from this are the following occupational groups: entrepreneurs, executives, professionals, artisans, merchants and entertainment industry workers. You remain liable for an Excess as shown in the Table of Coverage and Excesses.

REFUSAL BY THE AUTHORITIES OF THE COUNTRY TO GRANT A TOURIST VISA

No application must have been made in advance and denied by the authorities of that same country. A document from the Embassy will be required.

THEFT OF IDENTITY CARD, PASSPORT

Within 48 hours before departure, if such documentation is necessary for your Holiday. You remain liable for an Excess as shown in the Table of Coverage and Excesses.

SERIOUS DAMAGE TO YOUR VEHICLE

Occurring within 48 hours before departure, and making the vehicle impossible to repair in the time required to get to your Holiday location on the originally scheduled date and to the extent that your vehicle is essential for you to get there.

TERRORIST ATTACK

The guarantee is provided if within 48 hours before the date of commencement of the Holiday, a terrorist attack occurs within 100 km of the resort.

C. WHAT WE EXCLUDE

The following are excluded, in addition to the general exclusions set forth in section 3.D.:

- cancellation caused by a person who was hospitalized at the time of booking your Holiday or subscribing to the policy,
- illness requiring psychiatric or psychotherapeutic treatment, including nervous breakdowns, leading to hospitalizations of less than 4 days at the time of cancellation of your Holiday,
- forgetting to take a vaccination,

- accidents resulting from the practice of the following sports: bobsleigh, rock climbing, skeleton, competitive luge, all aerial sports as well as accidents resulting from participation in or training for matches or competitions.
- failure, for any reason whatsoever, to submit the documents essential for the Holiday, such as passport, visa, tickets, vaccination log, except in the event of the theft on the day of departure of the passport or identity card, duly declared to the competent authorities,
- illnesses or accidents that were the subject of a preliminary diagnosis, relapse, worsening or hospitalization between the purchase date of your Holiday and the purchase date of this policy,
- the administrative costs, taxes, visa fees and insurance premiums related to the Holiday.

D. HOW MUCH DO WE COVER?

We cover the amount of the cancellation fee incurred on the day of the Event leading to the need for cover, in accordance with the general terms and conditions of sale of the Holiday rental organisation or private lessor, with a maximum and an Excess as set out in the Table of Coverage and Excesses.

E. WHAT IS THE DEADLINE FOR MAKING A CLAIM?

You must notify the Holiday rental organisation or the private lessor immediately and notify us within 5 working days of the Event leading to the guarantee. To this end, you must send us the claim form that you will find at the end of these General Terms and Conditions.

In the event of late Cancellation and/or declaration by you, we will only cover the cancellation fee due on the date of occurrence of the Claim that led to the Cancellation.

LIMITATION TO THE GUARANTEE

The compensation payable under this guarantee shall not exceed the actual amount of penalties charged following the cancellation of the Holiday. The administrative costs, taxes, visa fees and insurance premiums are not refundable.

F. WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your declaration must be accompanied by:

- in case of Illness or Accident, a medical certificate stating the origin, nature, severity and the foreseeable consequences of the Illness or Accident, as well as a photocopy of the work stoppage, if you are an employee, and photocopies of the prescriptions containing the labels of the prescribed drugs or the analyses and examinations, where applicable,
- in the event of death, a death certificate and proof of relationship,
- in the event of redundancy, a photocopy of the letter of dismissal, a copy of the employment contract and a copy of the payslip showing the full and final settlement,
- in the other cases, any relevant evidence.

The medical certificate must be enclosed in a sealed envelope addressed to the medical officer whom we shall make known to you.

For this purpose, you must release your doctor from the obligation of medical confidentiality towards this medical officer. Under pain of forfeiture, the Insured requesting the implementation of the guarantee must provide all the documents required by the policy without, except in cases of force majeure, being able to use any cause to prevent him or her from doing so. If you oppose the provision of such documents without cause, you may lose your warranty rights.

By express agreement, you acknowledge our right to make the implementation of the guarantee INCOMPLETE SENTENCE

You must also send us any information or document that we will require to justify the reason for your cancellation, including:

- statements by Social Security or any other similar organization, relating to the reimbursement of medical treatment and payment of per diems,
- the original cancellation invoice sent by the Holiday rental organization or the private lessor
- the number of your insurance contract,
- the registration form issued by the Holiday rental organization or the private lessor,
- in the event of an Accident, you must specify the causes and circumstances and provide the names and addresses of the persons responsible and witnesses, if possible.

3 POLICY FRAMEWORK

This contract is governed by French law

A. START DATE AND TERM

The "HOLIDAY CANCELLATION" coverage begins on the date of your subscription to the policy and expires on the day you leave for your holiday.

B. HOW IS PHYSICAL DAMAGE COVERED UNDER THE INSURANCE POLICY ASSESSED?

If damages cannot be agreed between us, they shall be assessed by an amicable and binding appraisal, subject to our respective rights.

Each of us shall select our own loss-adjuster. If these loss-adjusters do not agree, they shall appoint a 3rd and all three shall make a joint decision based on a majority vote.

If one of us does not appoint a loss-adjuster or if the 2 loss-adjusters cannot agree on the choice of a 3rd, the appointment is made by the Presiding Judge of the Tribunal de Grande Instance (Regional Court) in the place where the Claim incident occurred. The appointment is made by simple request signed by at least one of us, with the party which has not signed being invited to the appraisal by recorded delivery letter.

Each shall pay the fees and expenses of its loss-adjuster and, where relevant, half of those of the 3rd.

C. HOW LONG WILL IT TAKE FOR YOU TO BE COMPENSATED?

Payment will be made within 5 days from agreement between us or the binding legal ruling.

D. WHAT GENERAL EXCLUSIONS ARE APPLICABLE TO THE POLICY?

The following are excluded:

- civil or foreign war, riots, popular unrest,
- voluntary participation of an Insured in riots or strikes, fights or assaults,
- the consequences of the disintegration of the atomic nucleus or any radiation produced by an energy source with the characteristics of radioactivity,
- an earthquake, volcanic eruption, tidal wave, flood or natural disaster except under the provisions resulting from Law n° 82-600 of 13 July 1982 relating to compensation for victims of natural disasters (for insurance coverage),
- the consequences of the use of drugs, narcotics and similar products which are not medically prescribed, and the misuse of alcohol,
- any intentional act on your part which could result in the policy guarantee being applied.

E. SUBSTITUTION

Having incurred costs in relation to our insurance cover, we shall act as a substitute in the rights and actions you may take against third parties responsible for the Claim, as set out in article L 121-12 of the French Insurance Code.

Our substitution is limited to the amount of expenses we have incurred in fulfilment of this policy.

F. WHAT ARE THE LIMITATION PERIODS?

Article L 114-1 of the French Insurance Code:

All actions resulting from an insurance policy are limited to 2 years from the triggering event. However, this period only runs:

- 1 - In the case of concealment, omission, false statement or misrepresentation on the insured risk, from the date on which the Insurer becomes aware of this,
- 2 - In the event of a claim, from the date on which the parties become aware of it, if they can prove they were previously unaware of it. When the cause of the action by the Insured against the insurer is third-party recourse, the time limit for the limitation only begins on the date this third party initiates legal action against the insurer or has been compensated by the insurer.

Article L 114-2 of the French Insurance Code:

The limitation shall be interrupted by ordinary causes of interruption to the limitation period and the selection of loss-adjusters following a claim. The limitation period may also be interrupted by the sending of a recorded delivery letter with proof of receipt by the Insurer to the Insured in relation to action regarding payment of the premium and by the Insured to the Insurer in relation to settlement of compensation.

Article L 114-3 of the French Insurance Code:

Notwithstanding Article 2254 of the Civil Code, the parties to the insurance policy may not, even by mutual agreement, either amend the limitation period, or add reasons for suspending or interrupting it. The ordinary causes for interrupting the limitation period are defined in articles 2240 to 2246 of the French Civil Code: recognition by the debtor of the right of the person against whom the time limitation was imposed (article 2240 of the French Civil Code), application to the court (articles 2241 to 2243 of the French Civil Code), order for compulsory execution (articles 2244 to 2246 of the French Civil Code).

G. COMPLAINTS

EUROP ASSISTANCE'S address for service is its head office.

In the event of complaints or disputes, you can contact the EUROP ASSISTANCE Customer Feedback Department (Service Remontées Clients), 1 Promenade de la Bonnette - 92633 Gennevilliers cedex, France.

If the processing time is likely to exceed 10 working days, an acknowledgement letter will be sent to you within this time. A written response to the complaint will be sent within a maximum of 2 months from the date the initial complaint was received.

H. REGULATORY AUTHORITY

The authority responsible for regulation is the Autorité de Contrôle Prudentiel et de Résolution – A.C.P.R. – 61, rue Taitbout – 75436 Paris cedex 09.

I. FRENCH DATA PROTECTION ACT

All the information collected by EUROP ASSISTANCE FRANCE, 1, Promenade de la Bonnette, 92633 Gennevilliers cedex, at the time of signing up to one of its benefits and/or the provision of services are required to fulfil our commitments to you. If the requested information is not received, EUROP ASSISTANCE FRANCE will be unable to provide you with the service you want to sign up for.

This information is reserved solely for internal use by the EUROP ASSISTANCE FRANCE departments responsible for your policy and may only be communicated for the purposes of providing the service to EUROP ASSISTANCE FRANCE partners or service providers. EUROP ASSISTANCE FRANCE also reserves the right to use your personal data for quality control and statistical purposes.

EUROP ASSISTANCE FRANCE may need to communicate some of your data to partners responsible for providing this insurance cover and these assistance services. You have the right to access, modify, amend and delete information about you by writing to: EUROP ASSISTANCE FRANCE, Customer Feedback Department (Service Remontées Clients), 1, promenade de la Bonnette, 92633 Gennevilliers cedex.

If, in order to provide the requested service, information about you is communicated outside the European Union, EUROP ASSISTANCE FRANCE will ensure that the recipients are contractually obliged to keep this communication secure.

If you wish to be informed of any other service offerings and any other commercial information about EUROP ASSISTANCE GROUP, please check the box provided for this purpose on the collection form.

Furthermore, Insured parties are informed that telephone conversations they may have with EUROP ASSISTANCE FRANCE may be recorded for quality and staff training purposes. These recordings are conserved for a period of 2 months. Insured parties may object to this by informing the person they are speaking to.

START DATE AND TERM OF COVER

COVERAGE	START DATE	EXPIRY OF COVERAGE
CANCELLATION FEES	The days of the subscription of this policy	The day of departure for the holiday

TABLE OF COVERAGE AND EXCESSES

INSURANCE COVER	Max. amount including VAT
• CANCELLATION OF HOLIDAY	According to terms and conditions of sale up to a rent of € 10,000
- Illness, accident or death	No excess
- Professional transfer, modification or refusal by an employer of dates of leave	Excess of 20%
- Theft of identity card, passport	Excess of 20%
- Other cancellation terms	No excess

Statement of claims

Open holiday rental – cancellation à la carte

Contract N°: 52 124 522

When should I file a claim?
Within 5 working days from the time you became aware of the claim.

Details of the insured

Surname: _____

First name: _____

N° | | | | Street: _____

Postcode | | | | | Town/City: _____

Details of holiday

day month year

Date of departure: | | | | | | | | | |

Date of return: | | | | | | | | | |

Date of incident: | | | | | | | | | |

Destination: _____

Organiser: _____

Reason for claim	Circumstances	
<input type="checkbox"/> Cancellation	<input type="checkbox"/> Disease	<input type="checkbox"/> Accident
	<input type="checkbox"/> Death	<input type="checkbox"/> Other

Statement to be sent to EUROP ASSISTANCE
Service Indemnisations
1, promenade de la Bonnette – 92633 Gennevilliers cedex

Observations: _____

Done in: _____

On: | | | | | | | | | |

The information collected is required to process your application in accordance with the French Data Protection Act of 6 January 1978.

You have the right to access, modify, rectify and delete information concerning you by writing to EUROP ASSISTANCE – Service Remontées Clients – 1, promenade de la Bonnette – 92633 Gennevilliers cedex.

"I am happy to receive other offers of services and sales information from the EUROP ASSISTANCE GROUP."

Signature of Insured:

Europ Assistance

A French public limited company (Société Anonyme) with capital of €35,402,785
Company regulated under the French Insurance Code
Registered on the Nanterre companies register (RCS) under number 451 366 405
Head office: 1 Promenade de la Bonnette - 92230 Gennevilliers, France
Tel : 01 41 85 85 85 – Fax : 01 41 85 85 61