

STATEMENT OF INSURANCE COVER Contract N° 92682

**I – THE CONTRACT**

The contract (governed by the Insurance Code) is made up of the application form, the membership form of the camping site and the specific Terms and Conditions 92682 as well as the General Terms and Conditions 12/2006 for any specific arrangements which are not contrary to these.

The insurance agent is bound only by the unabridged text of the contract, which can be obtained by request from the MACIFILIA Company whose registered office address is: Tour Maine Montparnasse, 33 avenue de Maine, 75015 Paris.

**II – COVERAGE STARTING DATE AND THE TERM OF THE COVER.**

Insurance cover takes effect at midday of the day following receipt of full payment of the insurance premium and covers the period starting from the date of the booking and going to the end of the stay and **must be subscribed concomitantly to the booking.**

**III – DESCRIPTION OF WARRANTY**

**A – Cancellation/Interruption/Delay of stay – art. A of specific Terms & Conditions 92862**

**This cover only comes into play if the cancellation, interruption or delay of the stay concerns the period stipulated on the booking agreement and results exclusively from one of the events listed here below:**

**a. Illness, accident or death**

- of the person who booked the stay or any other person expressly mentioned in the booking agreement
- of the spouse of the above person (or any common law wife or husband living under the same roof).
- of their antecedents or descendents in direct line with the above person
- of their brothers or sisters
- of their son-in-laws or daughter in laws
- of their nephews or nieces (in the case of death only).
- of the person replacing them at their place of work (in the case of freelance workers only and on condition that the supply worker was agreed prior to subscription to the insurance cover).

**b. Serious damage caused to the premises** of the person who booked the stay whether it be a professional or private residence or a main or secondary residence and this being caused as a result of fire, explosion, water damage or theft and taking place no more than 48 hours prior to the start of the stay or during the stay and necessitating the immediate restoration of the premises to their former state and the presence of the person who booked the stay at the premises during the period of the stay as initially stipulated.

**c. Serious damage affecting the vehicle** of the person who booked the stay, following an accident and taking place not more than 48 hours prior to the departure and preventing the insured person from using the vehicle.

- d. **Changes to the dates of the stay** when imposed on the person who booked the stay by an employer and taking place subsequent to the booking of the stay and therefore affecting the period of the stay.
- e. **The redundancy of** the person booking the stay or of his or her spouse on condition that the notification of the pre dismissal interview took place subsequent to the booking of the stay.
- f. **The transfer of** the person booking the stay or of his or her spouse on the initiative of the employer, leading to a change of residence, on the express condition that the notification of said changes be received subsequent to the booking of the stay.
- g. **Lack of or an excess of snow** thus obliging the person who booked the stay **to interrupt his stay. This cover can only be obtained during the period going from 20<sup>th</sup> December to 15<sup>th</sup> March and remains subject to the following cumulative conditions:**  
The minimum altitude at the foot of the ski runs must be at least 1,600 metres, the resort must be equipped with snow-blowers in working condition and two thirds of the ski runs or ski runs must have been closed. The closure of the ski runs should be confirmed by the production of a document stating the snow conditions, should be issued by a recognised body and should concern the period of the stay.
- h. **Roadblocks or strikes** duly justified, preventing the person who booked the stay from getting to the location of the stay by any means, be they by road, rail, plane, or boat and occasioning a delay of a minimum of 48 hours.
- i. **Natural catastrophes:** A state of natural catastrophe according to the law of 12/07/1982 which brings about a ban issued by the relevant authorities on any stays on the site during all or a part of the stipulated period of rental.
- j. **Loss or theft of identification papers of the person who booked the stay when that person comes from a foreign country:** The loss or theft of identity papers must have taken place within the 15 days prior to the date of the start of the stay. This warranty is only applicable to those persons who book a stay who are from a foreign country.

**Each adverse event must have taken place subsequent to the subscription to the insurance policy, in order to give rise to the insurance cover.**

## **DEFINITIONS**

**The insured party:** the person who made the booking as well as any person mentioned on the initial booking agreement.

**Illness:** a change in health which has been duly recorded by relevant medical authorities, which prevents the person who is ill either from leaving his place of residence, or the place where he/she is hospitalised and where he or she is receiving treatment at the date of the start of the period of the booking and thereby necessitating the absolute and justifiable termination of all professional or other activity and in consequence obliging him or her to interrupt the stay.

**Accident:** any unexpected event occasioning to the insured party any bodily damage not resulting from his or her own intention and preventing him or her from proceeding with the booked stay or obliging him or her to interrupt the stay.

Exclusions – art. A of the specific Terms and Conditions 92682 and art. 4 and 11 of the General Terms and Conditions 12/2006

**UNDER NO CIRCUMSTANCES ARE CLAIMS RESULTING FROM THE FACTS OR EVENTS LISTED BELOW COVERED:**

- ANY FACTS OR EVENTS KNOWN PRIOR TO THE BOOKING OF THE STAY WITH THE PROVISO THAT THE UNEXPECTED WORSENING OR ESCALATION OF A PRE-EXISTING ILLNESS DOES NOT CONSTITUTE AN KNOWN SITUATION OR EVENT,
- GIVING BIRTH OR COMPLICATIONS IN A PREGNANCY WHICH TAKE PLACE AFTER THE 6<sup>TH</sup> MONTH OF PREGNANCY,
- A DISORDER OF A PSYCHOLOGICAL NATURE NOT ACCOMPANIED BY HOSPITALISATION AT THE DATE OF THE START OF THE STAY
- A SURGICAL OR MEDICAL INTERVENTION PLANNED BEFORE THE BOOKING OF THE STAY OR OF A NON URGENT NATURE WHICH COULD BE CARRIED OUT AFTER THE STAY,
- BEING IN A STATE OF INTOXICATION, ANY USE OF DRUGS OR THE ALTERATION OF THE HEALTH OF THE INSURED PARTY OR PARTIES RESULTING FROM THE ABSORPTION OF UNPRESCRIBED MEDICINES,
- THE SIDE-EFFECTS OF VACCINATIONS OR OF AIR TRAVEL RESULTING FROM PRE-EXISTANT PROBLEMS
- ANY EVENT TAKING PLACE ON ACCOUNT OF THE INSURED PARTY OTHER THAN THOSE STIPULATED IN THE CONTRACT
- CIVIL OR FOREIGN WARS, RIOTS, TERRORIST ATTACKS OR MASS DEMONSTRATIONS,
- EPIDEMICS, INCIDENTS OF A NUCLEAR OR CHEMICAL NATURE OR NATURAL CATASTROPHES,
- NOT RESPECTING THE SERVICES AS STIPULATED IN THE ORIGINAL BOOKING AGREEMENT, FOR WHATEVER REASON.

**B. – Expenses relating to search and save operations**

Macifilia will bear the cost of expenses related to any search and save operations concerning the insured party or parties. Any such search and save will be implemented by an organisation authorised to do so and will be implemented if and to the extent requested where the claim takes place during the course of the period of the stay.

**Any such intervention is limited to a radius of 200 kilometres around the place where the site of the stay is situated and is within the limits imposed by the specific Terms and Conditions of the contract and or the membership form.**

## **IV – NATURE AND AMOUNT OF INSURANCE COVER**

### **Insurance cover A: Cancellation/Interruption/Delay – art A of the specific Terms and Conditions 92682**

#### **1. In the event of the cancellation of the stay**

##### **a) For the hire of the pitch locations for tents or towable caravans**

MACIFILIA will reimburse to the person who booked the stay:

Any monies paid to the camping site, be they either a deposit or an instalment and these being effectively banked by the latter in accordance with the conditions of the original booking agreement (25% of the total cost of the stay).

##### **b) For the hire of furnished accommodation (mobile homes, log cabins, chalets).**

MACIFILIA will reimburse the person who booked the stay:

- In the event of a cancellation taking place more than 30 days before the date of the start of the stay: 25% of the total cost of the stay.

- In the event of a cancellation taking place less than 30 days before the date of the start of the stay: 100% of the total cost of the stay.

**This reimbursement corresponds to the sums already paid to the camping site and effectively banked by the latter in accordance to the conditions of the original booking agreement.**

#### **2. In the event of an the stay being interrupted or delayed:**

MACIFILIA will reimburse to the person who reserved the stay, on a pro rata basis any sums relating to services that are invoiced but unused (on the condition that these sums be already banked by the camping site).

**The reimbursement of insurance premiums, any set up or documentation fees and any services or benefits not included in the calculation of the insurance premium can under no circumstances be reimbursed.**

**A ceiling of 2,500 Euro per claim including VAT is applied in the event of the stay being cancelled, interrupted or delayed.**

### **Insurance cover B: expenses of search and save operations – art. 8 of the Terms and Conditions 12/2006**

MACIFILIA will bear the cost of the expenses of any search and save operation up to a limit of 3,100 Euro per claim.

## **V – MAKING A CLAIM**

### **In the event of an incident giving rise to a claim**

Inform the camping site owners immediately and give notice of the claim, in writing, to: La Société MACIFILIA, Centre de gestion, 13, Chemin des Prés, 38245 Meylan enclosing the duly completed claims form and within 5 working days of the date on which the insured party became aware of the incident for which he is claiming.