d'assurances voyages

MAPFRE ASISTENCIA Compania Internacional de Seguros y Reaseguros, société anonyme de droit espagnol, au capital de 96 175 520 €, dont le siège social est sis Sor Angela de la Cruz, 6 – 28020 Madrid, Espagne, soumise dans le cadre de son activité, au contrôle des autorités espagnoles Dirección General de Seguros y Fondos de Pensiones, Paseo de la Castellana, 44. 28046 Madrid, agissant pour les besoins du présent contrat par l'intermédiaire de sa succursale française dont le siège social est sis ZAC de la Donnière n° 8 – 69970 MARENNES, France, **immatriculée** au Registre

du Commerce et des Société de Lyon sous le numéro 413 423 682.



Information note or summary of guarantees under the contract no. 7905137.001

# NAUTIPLUS.

Subscribed by

Cli: 4312

## **PAVILLON SAONE**

Chardonnay 71700 TOURNUS

☎ 03 85 40 55 50
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 Email: contact@house-boat.net

## INTERMEDIARY



Orias no. 07 000 012. 1, rue du Languedoc CS 45001 91222 BRETIGNY sur Orge Cedex

1 60 84 75 45
 01 60 84 52 46
 Email: contact@pmconseil.fr
 Site: www.pmconseil.fr

provides coverage for:

#### **Definitions:**

**Insured:** the promissory buyer of the rental, his spouse or common-law spouse, their ascendants or descendants, sons-in-law, daughters-in-law, brothers, sisters or persons mentioned or designated.

#### Insurer:

MAPFRE ASSISTANCE
 I'EUROPÉENNE

- Non-contractual document -

RC Evry A 312 509 425 – Siret 312 5409 425 00079 – Naf 6622Z – Financial and insurance guarantee for Professional Civil Liability in conformity with articles L.530.1 and L.530.2 of the Insurance Code. Orias no. 07 000 012.

Subscriber: natural person or company representing the rental establishment.

## Article 1: CANCELLATION GUARANTEE.

The Subscriber declares that he is acting on his own behalf as well as on behalf of the renters.

Reimbursement of the amounts paid as a non-refundable deposit or partial payment and/or balance, subject to deduction of the insurance premium, including associated services billed, for the rental, which the Insured will have to pay in case of cancellation subsequent to one of the following events:

Serious illness, serious injury or death of the Insured,

Serious illness or injury refers to any change in health status or any bodily harm preventing the Insured from leaving home or the healthcare establishment where the Insured is being treated as of the date of departure, and justified by a certificate of absence from work or by a medical certificate specifying the aforementioned ailment or preventing the practice of the principal activity for which the stay was intended.

Relapses from illness or accidents that were acknowledged previously are covered provided that the illness or accident had not manifested itself in the MONTH preceding the date of reservation.

As concerns Illness/Accident claims which involve the Cancellation guarantee, the Insured will have to permit access to his medical file by the Medical Controller of the company; otherwise, no indemnity shall be payable.

1 Fire, explosion, theft, water damage or natural events causing significant damage to the home of the Insured occurring before his departure or during the stay and imperatively requiring his presence at the site of the incident or in his secondary residence or business belonging to the Insured.

2 Prevention from taking possession of the rented property due to job loss, transfer of the Insured, divorce or separation recorded at the registry of the court; provided that the date of the causal event is before the date of the reservation.

### EXCLUSION: Dismissal for gross misconduct.

3 Prevention from reaching the resort by road, rail or plane on the first day of the stay and in the 48 hours that follow: due to roadblocks, strikes, floods or natural events, preventing circulation, acknowledged by the competent authority, traffic accident of the Insured, theft or attempted theft of the vehicle of the Insured in the month preceding the start date of the stay.

4 Due to modification of the vacation dates by the employer of the Insured, provided that the notification has occurred in the month preceding the start date of the rental.

5 Following receipt of a notice-to-appear for a medical examination, a medical assessment or from an administrative authority.

#### Article 2: INTERRUPTION OR DEFERRAL OF RENTAL.

The reimbursement of the price of the rental for which the indemnity will be calculated on a prorated basis for the period not used due to the interruption or deferral, resulting from one of the events mentioned in the Cancellation Guarantee - & 1, 2, 3, 4, 5.

Article 3: NAUTIPLUS.

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In the 30 days preceding the taking of possession of the unit, the renter cancels his reservation for a covered event that is reimbursed by the insurance company, the Insurer agrees to pay an additional indemnity of 25 % of the amount of the cancelled rental, provided that the new reservation takes place within a maximum period of ONE year, with the Subscriber.

## Article 4: EXPENSE FOR SEARCH AND RESCUE.

MAPFRE ASSISTANCE

The Insurer covers the expenses for search and rescue charged by an organization authorized to come to the rescue of the Insured, to the limit of  $3,000 \in$ , subject to a deductible of 77  $\in$ .

## SPECIFIC CANCELLATION EXCLUSIONS:

It is agreed that the guarantee shall not be payable under the following circumstances:

Illness or accident of which the Insured was aware at the time of making the reservation, having resulted in medical attention during the month preceding the date of the rental reservation.

Condition of pregnancy with the exception of complications due to this condition, miscarriage, childbirth and aftermath in the month preceding the effective date of the reservation.

For spa therapy, necessity for aesthetic treatment (unless subsequent to an accident or illness), mental or psychological therapy, including nervous breakdown.

Illness or accident due to alcoholism, inebriation, use of medications, drugs or narcotics that have not been medically prescribed.

Accident caused by sports activities: aerial sports, bobsleigh, skeleton, rockclimbing, ice hockey, automobile sports, deep-sea diving.

#### Article 5: INDIVIDUAL – MARINE.

This coverage is only granted for the rental period defined in the contract.

For this guarantee, the Insured is any person onboard the unit or its attachment, to the extent that the number of persons onboard does not surpass the limit specified by the manufacturer.

#### THOSE EXCLUDED:

- crew members remunerated regularly or occasionally
- persons older than age 70.

#### EXTENT OF THE GUARANTEE:

The guarantee applies when an insured person is the victim of an accident resulting in bodily harm, i.e., unintentional physical harm resulting from sudden and external action and, after this accident, the person dies, remains affected by total or partial impairment according to the scale for Permanent Impairment attached, or must incur medical expenses.

## COVERED EVENTS:

**Death:** if the accident results in the death of the Insured within a maximum of ONE year after it occurs, the guarantee results in the payment of a benefit, the amount of which is indicated in the special conditions, to the surviving spouse or else to the beneficiary of the Insured.

If the victim is under age 15, the indemnity is limited to funeral expenses, to the limit of 20 % of the guaranteed capital.

If the death of the Insured is due to an incontestable lack of care, attributable to intentional negligence on the part of a beneficiary, he will forfeit the right to an indemnity.

**Permanent Disability:** if, following an accident, it is medically established that the Insured remains partially or totally disabled, the guarantee results in the payment of a fraction of the guaranteed capital, in proportion to his disability, according to the "Infirmité Permanente" (permanent disability) scale attached.

Applicable rules for determining the rate of disability

For cases not specified on the scale, the rate shall be set by comparison of their seriousness with the cases listed on the scale.

The rates of disability are determined outside of any professional or scholastic consideration.

If it is medically determined that the Insured is left-handed, the rate of disability specified for the upper right member shall apply for the upper left member.

Injury or loss of members or organs that were already disabled before the accident is only indemnified by the difference between the condition before and after the accident.

If several injuries or disabilities affect a member or organ, the rate of disability may not be greater than that of the loss of this member or organ.

If several members or organs are affected by the same accident, the cumulative rates of disability may not surpass 100 %.

## **EXCLUSIONS INCLUDE:**

- incidents caused by suicide or attempted suicide, mental alienation, inebriation or alcohol-related delirium of the Insured,

- caused by illness or its aftermath, rheumatism, hernias, lumbago, back injury or any muscular rupture, of traumatic origin or not, unless it is the consequence of a covered event.

- caused by practicing underwater diving or waterskiing,

- resulting from participation of the Insured in betting, contests, matches, races or competitions as a competitor.

## NATURE AND AMOUNT OF THE GUARANTEES:

In case of an accident covered under the present contract, the Insurer agrees to indemnify the Insured or his beneficiaries to the limits of the amounts stated hereafter:

The guarantees are expressed per person.

- Death 7,000 €
- Total and Permanent Disability 15,000 €
- Medical expenses
  1,500 €

## Article 6 – COMMUNICATION OF THE CONTRACT.

In that the Insurer is only committed by the complete version of the contract, this contract may be consulted by contacting the Subscriber, who will make it available as necessary.

#### - Non-contractual document -

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