



Cancellation Protection

The guarantee

Members of HomeLink France having signed an Exchange Agreement Form with another HomeLink member qualify for the repayment of all or part of the actual, irrecoverable costs incurred for a home exchange wherein the exchange partner family is obliged, within a maximum of 30 days prior to the starting date, to cancel their trip due to "force majeure," the definition of which is developed below under the heading: Events considered "force majeure"

In this case, the following fees can be compensated up to 2,000€ per claim:

- Transportation tickets (only the amount not reimbursed by the carrier or other "cancellation" insurance will be subject to compensation under this contract)
- In the event that a Member is already in the area of his exchange at the time of its cancellation, the costs incurred for alternative housing are subject to compensation.

Attention: This warranty provides compensation exclusively to members of HomeLink France (HLF). In the case of an exchange between two HomeLink France families, the one who suffered the cancellation is the only family entitled to compensation.

Conditions for reimbursement

- 1 . The participant must be an active HLF member with a valid membership at the time the Exchange Agreement Form is signed, and throughout the period of the programmed exchange.
- 2 . The exchange partner must be an active member in the HomeLink International network, with a valid membership at the time the Exchange Agreement Form is signed, and throughout the period of the programmed exchange.
- 3 . Both parties must have completed, signed, and transmitted a copy of the Exchange Agreement Form (EAF) to their HomeLink organizer at least one month prior to the planned exchange.
- 4 . The HLF member must have notified HomeLink France regarding any cancellation within 48 hours of being informed of the fact by their exchange partner.
- 5 . The HLF member must accept any alternative home or hospitality exchange proposed by HomeLink International within reasonable proximity to the original destination.
- 6 . The travelers whose tickets are to be reimbursed must be part of the HomeLink France family unit, with their names listed as participants of the exchange on the EAF.

The cost of protection

This protection is an integral part of the services offered by HomeLink France, at no extra charge to the annual fee in effect.

Events considered "force majeure"

Victims of "force majeure" are only those persons designated as "HomeLink International Members" having contractual commitment for an exchange with a HomeLink France Member, their legal or de facto spouse, their ascendants or descendants to the first degree, their brothers or sisters:

1 . Death

2 . **Accidents**: that is to say, any bodily injury, unintentional on the part of the concerned party, from a sudden action of external cause, resulting in the obligation to stay at home, with the inability to participate in his or her usual activities.

3 . **Illness**: that is to say, any deterioration in health due to an organic cause, certified by a competent medical authority, requiring medical care and the cessation of all activity.

Victims of "force majeure" are only those persons designated as "HomeLink International Members" or their family members whose names have been listed as exchange participants on the EAF and signed by a member of HomeLink France (excluded are their legal or de facto spouse, their ascendants or descendants to the first degree, their brothers or sisters *not participating in the exchange*):

1 . Burglary, fire or natural events that occur within 72 hours prior to the departure date of any previously booked travel arrangements, touching their residence, primary or secondary, their business premises when they exercise a profession or run a business, and of which the severity requires their onsite presence for the implementation of precautionary or administrative measures required by the authorities or insurer of the damaged property.

2 . The date of paid leave is changed by an employer (this warranty is granted to employees only; excluded are artisans, merchants, the self-employed, managers or the legal representatives of business). These paid leaves must correspond to an acquired right and must have been an agreement established prior to the date of the finalized EAF.

Circumstances Not Covered by the Cancellation Protection Guarantee

Any other reason for cancellation cannot be considered "force majeure" and is thus excluded from the program of protection.

In the case of an "unqualified" cancellation, the HomeLink organizers nevertheless intervene in a concerted effort of international cooperation in favor of the aggrieved family to find a replacement home or hospitality exchange within the network. An extremely rare event, such a cancellation of an exchange guaranteed by contract will result in the immediate exclusion of the family at fault from the HomeLink International network.

Factors Not Considered within the Realm of "Force Majeure"

A / The following **reasons** remain outside the scope of this guarantee:

1. Accidents or diseases which the first medical diagnosis was made prior to the effective date of the contract;
2. Suicide or attempted suicide;
3. Alcoholism, events resulting from drunkenness, accidents which occur to a victim when his/her alcohol level is over the limit set by law at the time of an accident, also, the use of drugs, narcotics, other toxic products or non-prescription medications (unless the absence of cause and effect can be proved);
4. Psychological or psychiatric disorders;
5. Fatigue or physical exhaustion, not the result of illness;
6. Pregnancy, childbirth, abortion and infirmities specific to the female sex and their subsequent consequences;
7. The death or physical disability of designated persons if they are over 75 or under the age of 16.

B / The **consequences** related to the following are outside the scope of this guarantee:

1. Malicious acts of chemical or biological origin, attacks or acts of terrorism or sabotage (whether by action or threat), the application of security measures taken by the authorities to prevent such events
2. Outbreaks of avian flu (or that of any avian flu virus derivative) or atypical pneumonia (S.A.R.S.: Severe Acute Respiratory Syndrome), as well as the withdrawal of administrative authorization or sanitary measures taken by public authorities, due to these epidemics and risks associated with them;
3. Financial difficulties;
4. Mechanical and/or electrical problems, as well as damage to the equipment of any kind as a result of their operation;

5. Progressive deterioration, wear and tear, lack of maintenance, atmospheric humidity or temperature variations, rain;
6. Intentional acts perpetrated by the member and/or the two member families in collusion;
7. Impounding, seizure, confiscation, requisition or destruction by order of civil or military authorities, or the consequence of customs regulations;
8. Foreign or civil war;
9. Damages, losses, expenses or costs of any nature whatsoever, directly or indirectly caused by nuclear reaction, nuclear radiation or nuclear contamination, regardless of any other cause that may contribute to or cause the damages and regardless of the order of occurrence of the events;
10. The consequences and presence of a computer virus and/or infection.