



# TENANT'S OPTIONAL CANCELLATION INSURANCE

YOUR CONTRACT N° **65.529.353**  
REGULATED BY THE INSURANCE FRENCH CODE

The purpose of this contract is to provide the cover set out below to tenants taking short term lets for any property rented in countries of the European Union, Switzerland, Malta, Monaco, Andorra and Saint Barthélemy.

## **TENANT / INSURED**

Any tenant as an individual, whether a French national or foreigner, renting furnished accommodation on a short term.

The following hold the quality of insured party: the policyholder, his or her spouse (including acknowledged co-habitant or linked through a PACS (Civil Solidarity Pacts)) as well as any other person (not a relative) designated on the registration form in this contract and who benefits from said rental, their ascendants or descendants in the 1st degree or their son-in-law or daughter-in-law or brother or sister.

**SHORT TERM LET:** *A stay of less than 90 days in the accommodation, the insured not being the owner or a tenant with an annual rental agreement.*

**ACCOMMODATION:** House, apartment or flat, hotel room, caravan, mobile home, boat for inland waterway navigation.

**INSURER:** TOKIO MARINE EUROPE INSURANCE LIMITED – 66 rue de la Chaussée d'Antin- 75441 Paris Cedex 09- RCS Paris B-382096071

**BROKER:** ALBINET Insurance Brokers, under the ADAR brand name, SA with capital of 250,000 euros – RCS Paris B 582 136 289.

## **OPERATION OF THE COVER**

Cover under an Adar insurance policy is obtained on the **simultaneous** signature of the short term rental contract and payment of the premium to ADAR indicated in this contract, or in a separate application form, the rent laid down in the contract serving as the basis for any indemnity. Additional services, such as transport may come under this insurance in as much as they are linked to the rental booking and the premium also reflects these services.

If the rental contract covers several families, each is covered for its share; the rental contract is not cancelled and in such a situation, insurance cover relates to the arithmetical share of the family concerned. **It is the responsibility of the signatory to the rental contract to provide the intermediary with the names of the co-beneficiaries.**

Cover ceases as of right on the arrival of the insured in the premises or on the date the stay is interrupted, except for cover relating to "Search and Rescue costs" and "the occupant's Civil Liability" for which cover ceases on handover of the keys to the intermediary's approved representative.

## **COVER**

### **1-Cancellation of the holiday:**

The Insurer guarantees to reimburse the Insured sums paid as a deposit and the balance owing where cancellation of a holiday occurs for the following events, **up to a limit of 15 000 euros** per claim whatever the number of beneficiaries.

**a)** Serious illness, serious injury or the death of the Insured or any other person mentioned in the rental contract and who would be living in the aforementioned rented accommodation. By illness or serious injury, any unpredictable worsening of a pre-existing illness, any psychological or psychotherapeutic illness corresponding to at least 3 days of hospitalisation, or any complication due to pregnancy until the 28<sup>th</sup> week. We mean any new impairment to health or bodily injury preventing the insured from leaving his/her home or the hospital where he/she is receiving treatment on the date the rental starts, indicated for persons in employment by hospitalisation or absence from work of at least **eight consecutive days**, and a **medical certificate to that effect**, and for persons not in employment, by hospitalisation for at least eight days or by a medical certificate ordering them not to leave their room for at least eight days, and in addition, for persons taking the waters, proof that they are covered by their statutory sickness insurance scheme for non-means tested reimbursable expenses.

**b)** Loss to property caused by theft, fire, explosion or similar events, water damage or an event of nature affecting his/her main and/or secondary residence and/or his/her business premises, the seriousness of which absolutely requires his/her presence on the day of departure, or during the course of the holiday, in order to complete the formalities required.

**c)** Prevention from occupation of the rented accommodation due to redundancy or transfer of the Insured or his spouse notified by an employer, provided that such notification occurs after cover comes into effect and on condition that one or other of the foregoing situations was not known to the insured when he took out this contract; obtaining a job or paid training taking effect before or after the rental dates, while the person insured was registered as unemployed, provided that it is not a question of the extension or renewal of a contract, or temporary work provided through an employment agency.

**d)** Prevention of the insured from getting to the resort by road and rail, water and air on the day they are due to take possession of the rented accommodation and in the forty eight hours following, due to roadblocks or strikes directly affecting the traffic, confirmed by the Mayor of the commune where the holiday residence is situated.

**e)** If the Insured is forced to cancel or abandon his/her holiday in the 48 hours preceding or following the contracted date the rental starts as a result of the non-availability of the accommodation due to pollution, flooding, fire, event of nature or epidemic. These risks will be considered as having occurred under the terms of this contract when the site is rendered completely inaccessible for a radius of five kilometres from the accommodation by decision of the communal or prefectural authorities during the period of rental that has been insured.

**f)** Subsequent to non-deferrable administrative or judicial subpoena.

**g)** Non-availability of the rented accommodation, when its use is prevented by a chance event such as fire, storm, water damage or other event of nature occurring within 60 days before the date the rental starts.

**h)** Visa denied by the authorities of the country, no request must have been formulated beforehand and refused by these authorities for this same country. Justification from the Embassy will be required.

**i)** Theft of identity card, passport 48h before departure.

**j)** Being prevented from going to the rental premises, on the day scheduled for taking possession of the rented premises subsequent to the theft or attempted theft of the vehicle.

**k)** If the holiday dates of the insured were modified by a decision of his or her employer.

### **2- Interruption of the holiday**

Reimbursement of rent not accrued due to the interruption of the holiday as a consequence of one of the events listed in the section on cover CANCELLATION OF THE HOLIDAY at paragraphs a), b) e) f) and g), **up to a limit of 15 000euros**. Compensation owed by the Insurer for an injured party is determined by the number of occupants and the number of days left to run.

### **3-Search and rescue costs**

For the length of the stay, the insurer will cover the costs of search and rescue, in the mountains or at sea, incurred by specialist teams who come to the aid of the insured up to a maximum of 3,050 € per event whatever the number of people included in the contract and who are staying in the rented accommodation.

### **4- Civil liability of the occupant for material damage, the Insurer covers:**

**a)** Rental liability

Subsequent to a fire, explosion, water damage, freezing taking rise in the premises, the monetary consequences of the liability of the tenants or occupants in terms of Articles 1732 to 1735 and 1302 of the Civil Code for real estate and property damage to the property of the owner of the rental housing (except

SA de courtage d'assurances au capital de 250.000 € 5 Cité de Trévise – 75009 PARIS  
582 136 289 RCS PARIS

N° de TVA intra communautaire FR 24 582 136 289 00029 Code NACE 6622 Z – Numéro d'immatriculation ORIAS (www.orias.fr) 07 000 044

rented boats), the fees for appraisers and the travel or replacement expenses as well as the rehousing costs made indispensable subsequent to a covered claim.

The insurer also covers the monetary consequences, loss of rents or right to benefit incurred by the owner. Damage caused to other boats is excluded.

This cover is for 1,500,000 euros all damages included.

b) Remedy of neighbours and third parties

Subsequent to a fire, explosion, water damage, freezing taking rise in the premises, the monetary consequences of the liability that the tenants or occupants can incur in terms of Articles 1382 to 1383 and 1384 of the Civil Code for all corporal or material damage caused to neighbours and third parties and for which the rental liability coverage hereinabove has come into play.

This cover is for 450,000 euros all damages included

c) Civil liability for material damage

Other accidental damage caused to property in the inventory and located inside the rented housing (except fittings) and to the real estate belonging to the owner of the rented housing (except rented boats). This cover is for 2,500 euros less the absolute excess of 75 euros

## EXCLUSIONS

The following are excluded from the cover described above:

### 1-General exclusions

- **Losses directly or indirectly linked to:**
  - intentional or fraudulent loss on the part of the Insured.
  - a state of war (foreign or civil war).
  - events of a catastrophic nature (losses due to volcanic eruption, earthquake, the sea, tidal wave, earth slip and other events of a catastrophic nature unless these events are declared a "Natural Disaster").
  - nuclear hazard (losses that are nuclear in origin or caused by any source of nuclear radiation).

### 2- Exclusions that apply to "Cancellation" and "Interruption of holiday" cover

- **The consequences of:**
  - Of a pregnancy beyond the 28 th week, or of childbirth.
  - voluntary suicide and while sound in mind.
  - a course of treatment, of any psychological or psychotherapeutic treatment not involving at least 3 days of hospitalisation or of beauty treatment.
  - Of accidents and illness known about before the contract of insurance was taken out, except.
  - the foreseeable worsening of a condition existing at the time of taking out the policy.
  - any dispute or disagreement over the description or inventory.
  - redundancy or transfer, procedures for which were in process at the time of taking out the policy.
  - an accident for which the insured has been the subject of a positive test for the use of alcohol or drugs in relation to the legal limit in force, constituting an offence.
  - an accident as the driver of a moving vehicle while participating in a motorised sporting event and prior testing.
  - lack or impossibility of vaccination.
  - Cancellations due to the approved intermediate.
  - Repayment of the insurance premium.

### 3-Exclusions applying to cover for "Search and rescue costs"

- Costs occasioned by recourse to intervention by the public emergency services as a result of negligence on the part of the insured.
- Costs occasioned by towing of a sailing or motor boat.
- Costs occasioned by the practice of pot-holing.

### 4- Exclusions applying to cover for the Occupant's Civil Liability

- Any losses not involving the tenant's civil liability.
- Any losses to the Tenants property.
- Intentional damage or damage resulting from cigarette burns or from any other type of smoking.
- Damage caused by domestic animals that are the responsibility of the insured.
- All damage due to damp, condensation, mud or smoke.
- Breakdown of equipment available for use by the insured.
- Damage caused to lamps, fuses, lighting tubes, cathode tubes, semiconductors, heating elements and electric blankets.
- The cost of repair, unblocking or replacement of pipe work, taps and fittings attached to water and heating installations.
- Theft of articles left in the courtyards, terraces or gardens.
- Theft of articles left in common areas available for use by several tenants or occupants, except where breaking and entering has occurred.
- Theft or loss of keys to the accommodation.
- Losses occurring while the premises containing the insured articles are wholly occupied by third parties other than the tenant, his employees or people there with his permission.
- Losses as a result of use not in compliance with the rental contract.
- The consequences of contractual undertakings to the extent that they exceed those required of the beneficiary by law.
- Damage incurred by fixtures considered as fittings.

## EXPIRY OF THE LIMITATION PERIOD SUBROGATION

Any claims arising from this agreement are subject to a limitation period of two years to be counted from the event giving rise to the claim. The Insurer is subrogated in the rights of the Insured with regard to any person liable for the loss which has become the subject of compensation.

## CONSUMER INFORMATION

**Data protection:** The Insured may request communication and correction of information held concerning him/her in any file used by the Insurer, his representatives and any professional body.

**Customer relations:** Albinet Insurance Brokers are able to give in-depth consideration to any demands and claims made by the Insured. If following this process, the Insured does not feel that the answers given are satisfactory, he/she may make a complaint to TOKIO MARINE EUROPE INSURANCE LIMITED. If disagreement continues after a reply, he/she has the right to appeal to a Mediator whose details will be provided by TOKIO MARINE EUROPE INSURANCE LIMITED – 66 rue de la Chaussée d'Antin – 75441 Paris Cedex 09 on request, without prejudice to other avenues of legal action.

**Autorité de Contrôle Prudentiel:** the body responsible for monitoring compliance with the legislative and regulatory provisions governing insurance is l'Autorité de Contrôle Prudentiel, 61 rue Taitbout – 75009 Paris.

## HOW TO MAKE A CLAIM ?

You should first advise your letting agency by registered letter of the cancellation of your holiday within 5 days of being aware of it. You should (after confirmation by your letting agency) send ADAR the required documentation: medical certificate, certificate of hospitalisation, certificate of absence from work, redundancy notice, to the following address: **Address: ADAR – C/O Cab. ALBINET– S.A.V. 5, cité de Trévise – 75 009 PARIS - Fax: +33 (1) 48 01 84 83 -Mail : [claim@cabinetalbinet.fr](mailto:claim@cabinetalbinet.fr)** When sending us these details, don't forget to give us: your full address, your telephone number, the name of your letting agency, your letting reference number, the start and ending dates of your stay.

**If necessary, in the event of a claim relating to cover for the cancellation or interruption of a holiday, you undertake to allow the Insurer's doctor access to your medical file, without which no cover can be granted.**