



## General Terms and Conditions: ProprioZen Contract Insurance Policy

### TABLE OF BENEFITS: ProprioZen Contract Insurance Policy

COVER	MAXIMUM COVER: PER ITEM, PER RENTED PROPERTY, PER YEAR, INCLUSIVE OF TAX
<input checked="" type="checkbox"/> Cancellation by Tenant	Reimbursement of rental amounts due, subject to no more than 3 claims per year, with a maximum claim amount of 6,000€.
<input checked="" type="checkbox"/> Unpaid cheques	Subject to no more than 3 claims per year, per rented property, with a maximum total annual claims amount of 6,000€.
<input checked="" type="checkbox"/> Damage to property included in the inventory and/or belonging to the owner of the rented accommodation - Theft, vandalism, damage - Excess	3,000 Euros 75 Euros

### INSURANCE POLICY GENERAL TERMS AND CONDITIONS

This Insurance Policy outlines the terms and conditions in which the Insurance Company Europe Assistance, through their Insurance Brokers the Cabinet Albinet, is prepared to provide insurance cover to the owner of a holiday accommodation rented property as per the Table of Benefits given above, under a «ProprioZen CONTRACT» Insurance Policy taken out by the Insured.

This Insurance Policy, as with all such policy documents, defines the rights and obligations of both the Insured and the Insurer, as detailed in the following pages, and is governed by the French Insurance Code.

#### 1) DEFINITIONS

##### ACCIDENT

The occurrence of an accidental bodily injury which is unforeseen, unexpected and unintended by the victim, caused by an external event or third party, which prohibits the victim from travelling by their own means.

##### CANCELLATION

The cancellation of a rental contract entered into by the Insured, which incurs CANCELLATION COSTS subject to the terms and conditions of the cover provided.

##### THE INSURER

EUROP ASSISTANCE, or their agents, also referred to in this Policy Document as We, Our, Us.

##### THE INSURED

###### Cabinet Albinet

SA Limited Company Insurance Broker with Paid In Capital of 200,000 € Paris Register of Commerce and Trade No. B 582 136 289 - NACE Code 6622 Z –

VAT: FR 24 582 136 289 00029 – ORIAS (Insurance Brokers) Reg No. ([www.orias.fr](http://www.orias.fr)) 07 000 044



Any client of the Policy Holder who owns rental holiday accommodation advertised on a specialised holiday accommodation web site. Any owner of a holiday accommodation property, or properties, available for short term rentals, less than 90 days, who takes out Insurance Cover under this Policy. Also referred to in this Policy Document as You, Your. The holiday accommodation can be: a house, an apartment or flat, a caravan, a mobile home, a boat for water travel ...

## **THE FRENCH INSURANCE CODE**

Includes The French Laws, rules and regulations which govern the relationship between Insurance Companies and their Policy Holders.

## **HARD COPY RENTAL AGREEMENT**

Must include the date the contract was signed, signatures of the tenant and the owner, the name of the person or persons mentioned in the booking/reservation, the addresses of the tenant and the owner, their e-mail addresses, the advertisement reference, the type of property, the number of people using the accommodation, the address of property, a copy of the advertisement made by advertising company, the cost of the accommodation rental inclusive of VAT, the amount of booking deposit and guarantee deposit paid when accommodation was occupied.

## **ELECTRONIC RENTAL AGREEMENT**

Must include the date the contract was signed, signatures of the tenant and the owner, the name of the person or persons mentioned in the booking/reservation, the addresses of the tenant and the owner, their e-mail addresses, the advertisement reference, the type of property, the number of people using the accommodation, the address of property, a copy of the advertisement made by advertising company, the cost of the accommodation rental inclusive of VAT, the amount of booking deposit and guarantee deposit paid when accommodation was occupied.

## **ADVERTISING COMPANY**

The following are considered as advertising companies for the purpose of this Policy Document: Real Estate Agents or Internet Sites specialising in short term holiday accommodation rentals.

## **DOM**

For the purposes of this Policy document « DOM » means the French Departments of Guadeloupe, Guyana, Martinique and Reunion Island.

## **DOMICILE**

For the purposes of this Policy Document your Domicile is your residence or home, as mentioned in your Income Tax Return Form.

## **PERSONAL INJURY**

Identifiable physical or mental injury caused by a sudden, unexpected and specific event, including any financial losses incurred.

## **MATERIAL DAMAGE**

Any deterioration, change, loss, destruction or damage to property or goods, or physical damage to an animal.

## **CONSEQUENTIAL DAMAGES**

Any financial loss incurred that does not ensue directly and immediately from the act of a party, but only from some of the results of such act. Detriment that arises from the interposition of special, unpredictable circumstances.

## **GOVERNING LAW**

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This Policy Document is governed exclusively by French Law.

## **FOREIGN COUNTRY**

For the purposes of this Document a Foreign Country means any country in the world except for your country of residence, and except for any country which is excluded from cover under this Insurance Policy.

## **FRANCE**

For the purposes of this Document, France means Metropolitan France and the Principality of Monaco.

## **EXCESS**

This is the amount you must pay towards any claim.

## **HOLIDAY ACCOMMODATION**

The rented Holiday Accommodation must be located in Metropolitan France or in the DOM.

## **SERIOUS ILLNESS**

For the purposes of this Document, serious illness means a serious health condition which requires daily or continuing treatment as certified by a health care provider, where the patient must stop work and remain at home.

## **CLOSE RELATIVE**

For the purposes of this Document means wife, husband, partner living under the same roof, child (legitimate, child born out of wedlock, adopted), brother, sister, father, mother, mother-in-law, father, grandparent, grandchild.

## **COUNTRY OF ORIGIN**

For the purposes of this Document your Country of Origin is considered as the country where you elect domicile.

## **EVENT**

An incident or occurrence that causes a claim to be made under this Insurance Policy.

## **THE POLICY HOLDER**

Cabinet ALBINET, Insurance Brokers, using the name ADAR +, an SA limited company with Paid In Capital of 200,000 Euros – Paris Register of Commerce and Trade No. B 582 136 289, on behalf of Advertising Companies and their customers, hereafter the Insured, having taken out Insurance Cover under the present Insurance Policy and as indicated under Special Conditions therein.

## **2) CONTRACT DURATION**

The Insurance Cover under this Insurance Policy is valid for a maximum period of 365 consecutive days from the day after the relative Insurance Premium was paid.

## **3) MAKING A CLAIM**

### **1. If you need to make a claim for an event covered under the Insurance Policy.**

Within 5 working days of the event occurring, you, or your agent, should either complete the Claims Form on the web site of the Policy Holder or the web site of the Advertising Company, or, complete, sign and return the enclosed Claims Form as follows:

By e-mail : [claim@cabinetalbinet.fr](mailto:claim@cabinetalbinet.fr)

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Hard copy by post to Cabinet Albinet, 5 Cité de Trévisse, 75009 PARIS  
or by Fax to 00 33 (0)1 48 01 84 83

The Cabinet ALBINET will contact you (in French, English or Spanish) to obtain the necessary documents to process the claim.

For further information the cabinet ALBINET can be contacted on Telephone Number 00 33 1 48 01 84 68 from Monday to Friday, from 08h45 to 12h30 and 13h15 to 17h30 (French and English spoken).

## **2. Making a false claim.**

False and Dishonest Declarations and Claims liable to change the subject of the risk or change the judgement of the insurer:

- Any false or dishonest declaration or claim made on your part may result in the contract being considered null and void. In this event, all Premiums paid will not be returned and all Premiums due, but not yet paid, will become immediately due and payable as per Article L.113.8 of the French Insurance Code.
- Any omission, incomplete declaration or incomplete claim made on your part, which is not considered to be dishonest, may result in the contract being cancelled 10 working days after we have sent you a registered letter confirming the same, or, the amount of the guarantee may be reduced as per Article L.113.9 of the French Insurance Code.

## **4) FORCE MAJEUR OR OTHER SIMILAR EVENTS**

**We cannot replace local services in the case of an emergency.**

**We cannot be held responsible for delay in or lack of services due to force majeure, or events such as war or civil war; acknowledged political instability; civil unrest; riots; acts of terrorism; rebellion; restrictions in the free movement of goods and people whether the motive is for health reasons, security or weather; restrictions or embargo on air traffic; strikes; explosions; natural disasters; disintegration of an atomic core.**

**We cannot be held responsible for the delay in or lack of services due to delays in or impossibility of obtaining administrative documents such as entrance or exit visas, passports, etc., which are necessary for you to travel inside or outside your country of domicile, or to enter the country designated by our doctors to be hospitalised.**

## **5) GENERAL EXCLUSIONS**

**We will not cover you for any liability arising from:**

- war or civil war, riots, civil unrest, natural disasters, acts of terrorism
- your wilful participation in riots, strikes, brawls or assault and battery
- the disintegration of an atomic core or in respect of any kind of radiation from a radioactive energy source
- the use of medicines, drugs, narcotics and any other similar non-prescription products, and the abuse of alcohol
- any intentional act on your part which gives rise to a claim under the insurance policy
- any incident occurring during a motorised vehicle event, race or competition (or practice), subject to current rules, regulations and local authority approval, when you are an official participant
- any claim arising from an event occurring in an excluded country or outside of the validity date of the policy, and particularly if outside of the accommodation period dates.

## **6) MATERIAL DAMAGE**

**If the amount of damage cannot be determined by mutual agreement, then we will arrange an inspection by an independent expert, all rights reserved.**

Each party designates an expert. If the two experts cannot agree, a third expert is appointed. The three experts work together and make decisions based on a majority vote.

If one party fails to nominate an expert, or if the two experts cannot agree on the choice of the third expert, the courts nearest to the site where the event took place giving rise to the claim, will be responsible for their appointment. Such

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appointment process is triggered by simple letter signed by both parties, or by one party with the other being notified by the court by registered letter.

Each party pays the costs and expenses of their own expert and, where necessary, half of the costs and expenses of the third expert.

## **7) SUBROGATION**

After having engaged costs subject to the guarantees and insurance cover provided, our rights are subrogated to yours in any Claims or legal proceedings you may instigate against third parties responsible for the events covered by the said Claims, as per Article L.122.12 of the French Insurance Code. Our subrogation is limited to the amount of the costs engaged in the execution of the present contract.

## **8) INSURANCE COVER: CLAIM PAYMENT PERIODS**

**All bona fide claims made under the insurance policy will be paid within fifteen days subject to our agreement of same or the final decision of the courts.**

## **9) PERIOD OF LIMITATION**

As per Articles L114-1 and L114-2 of the French Insurance Code, any action or proceedings instigated relative to this insurance policy must be initiated within two years from the date of the event giving rise to the said action or proceedings.

## **10) CONTROLLING/REGULATORY AUTHORITY**

The authority responsible for making regulatory controls is the Autorité de Contrôle Prudentiel (ACP), 61 rue Taitbout, 75436 PARIS Cedex 09.

## **11) ARBITRATION**

All disputes arising between the Insurer and the Insured subject to this Insurance Policy shall be referred to the arbitration of the appropriate professional body for professional insurance organisations. Such arbitration is free to all parties and is undertaken to achieve mutual agreement to any disputes which may arise. The Insured should send their complaint to: MEDIATION ASSURANCE, BP907, 75424 PARIS Cedex 09.

## **12) FRENCH DATA PROTECTION ACT**

All information obtained by Europ Assistance France, 1 promenade de la Bonnette, 92633 Gennevilliers cedex, from their clients when they take out an insurance policy, use services or benefit from undertakings and guarantees, are considered as essential for the provision of such services. If you do not provide such information when requested, Europ Assistance will not be able to provide satisfactory services.

This information is reserved for Europ Assistance France's services responsible for the execution of your contract. To execute or improve such services, however, Europ Assistance France may be required to provide this information to their partners or other service providers, or to use it for quality control and statistical analyses purposes.

You have the right to see, modify, correct, or suppress any information concerning yourself and may do so by writing to: Europ Assistance France – Quality Control - 1 promenade de la Bonnette, 92633 Gennevilliers cedex.

If it is necessary to provide information concerning you to a service provider domiciled outside of the EU, Europ Assistance France hereby undertakes to provide contractual protection with the end user to guarantee the security of the said data.

Please note that all telephone conversations between Europ Assistance and Insured Parties may be recorded and used for training or quality control purposes. Such recordings are kept for a duration of two months from their recording date.

## **GUARANTEES/COVER**

### **Cabinet Albinet**

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## INTERRUPTION OF RENTAL PERIOD

We provide cover exclusively for the following events:

### **CANCELLATION DUE TO SERIOUS ILLNESS, ACCIDENT OR DEATH (including the aggravation of a pre-existing condition or the consequences of a previous accident)**

- Of the tenant, their wife, husband, partner living under the same roof, subject to them being mentioned in the same holiday accommodation rental contract
- Of the parents or children of the tenant and/or their wife, husband, partner living under the same roof, subject to them being mentioned in the same holiday accommodation rental contract
- Of the tenant's brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law
- Of the tenant's professional replacement, subject to them being mentioned in the holiday accommodation rental contract
- Of anyone during the rental period who is responsible for looking after:
  - either the Tenant's under-age children, subject to them being mentioned in the holiday accommodation rental contract
  - or a handicapped person living with the Tenant for whom the Tenant is their legal guardian, subject to them being mentioned in the holiday accommodation rental contract.

### **JUSTIFIED CANCELLATION**

The policy covers:

- cancellation due to unforeseen events as of the date the insurance policy was taken out, where such events were justified and not under the control of the Insured party.

### **EXCLUSIONS**

Other than those exclusions mentioned in the Annex to the General Terms and Conditions, the following are excluded from the Cover described above:

- cancellation due to known hospitalisation at the time of the booking, or when the Insurance Policy was taken out
- the consequences of a pregnancy beyond the 28th week on the departure date
- a course of psychological or psychotherapeutic hospital treatment, including for depression, of not more than 4 consecutive days when the holiday was cancelled
- forgetting a vaccination
- an accident while practising one of the following sports: bobsleigh, varappe rock climbing, skeleton racing, alpinism, competitive luge racing, all air and flying sports, competing or training in any sports involving matches and/or competitions
- the non presentation, for whatever reason, of necessary travel documents, such as passport, visa, travel documents, vaccination certificate
- an illness or accident initially diagnosed, treated, in relapse, aggravated or requiring hospitalisation between the date when the holiday/journey was booked and the date the insurance policy was taken out

### **PAYING CLAIMS**

The guarantee covers the costs incurred on the day of the event causing the cancellation, subject to the amount legally due under the Insurance Policy, as per the Advertising Company's General Terms and Conditions, with **the maximum as per the Table of Benefits.**

### **CLAIM NOTIFICATION DELAY**

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You should notify us of any claim relative to an event covered by the Insurance Policy within five working days from the event date. All claims should be made using the Claims Form provided with your Insurance Certificate.

**If a claim for Cancellation is made and/or the said claim is made late, the policy will only cover those eligible cancellation costs incurred by the event causing the cancellation, on the date of the said event.**

## **TENANT'S OBLIGATIONS WHEN MAKING A CLAIM**

Your Claim Declaration should be accompanied by:

- Illness or Accident: a Medical Certificate detailing the origin, nature and extent and any foreseeable consequences, as well as a copy of the Fitness for Work/Fit Note duly signed by a Doctor, and copies of any relevant Prescriptions with either the Stickers of the Medicines prescribed, or details of the analyses and examinations prescribed
- Redundancy: a photocopy of the redundancy letter, a photocopy of the work contract, a copy of the final payment salary slip
- Complications due to pregnancy: a photocopy of the prenatal examination report and a photocopy of the Fitness for Work/Fit Note signed by a Doctor
- Death in the family: a copy of the death certificate and proof of family connection (such as a copy of birth certificate or civil status),
- For all other cases, all supporting documents.

**All Medical Certificates or Fit Notes must be provided in a sealed envelope and addressed to our Medical Examiner (we will provide details).**

**Furthermore, the tenant should notify their GP that they authorise him/her to discuss their case with our Medical Examiner.**

**If the Insured Party making the claim does not provide all of the documents specified in the Policy Contract, or does not have a valid reason for not doing so, except for force majeure, the claim may be considered as invalid. Furthermore, if you oppose the provision of such documents without valid reason, the guarantees and cover relating to the claim may be considered as null and void.**

**It is expressly understood that any claim made under this Policy is subordinated to the application of this Condition.**

**You must also provide us with any further information or documents we may request, provided by the tenant in support of their reasons for Cancellation, in particular:**

- Social Security statements, or from any similar organization, relative to the reimbursement of Health or Hospitalisation costs
- the original of the Cancellation Invoice provided by the Travel Company or organiser
- your contract number
- the Booking Confirmation provided by the Travel Company or organiser
- in the case of an Accident, you should provide details of the cause and circumstances, as well as the names and addresses of the people involved, or those responsible, and if possible any witnesses.

## **UNPAID CHEQUES**

The amount of all unpaid cheques issued relative to a holiday accommodation rental contract will be reimbursed to the Insured. The cheque must be protested within five days of the Insured being made aware that it has been dishonoured. The Insured's bank must provide a certificate of non-payment.

Subject to no more than 3 claims per year, per rented property, with a maximum total annual claims amount as stipulated in the Table of Benefits.

## **MATERIAL AND/OR CONSEQUENTIAL DAMAGES**

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## **THEFT, ATTEMPTED THEFT AND VANDALISM**

The disappearance and/or degradation of property INSIDE PRIVATE, ENCLOSED AND COVERED RENTED PREMISES, subject to the Landlord establishing detailed circumstances, where the Tenant and/or Occupants are liable. If such damage is intentionally caused by the Tenant and/or Occupants, the Landlord can only benefit from the cover if a valid complaint has been lodged, and is still outstanding, against the supposed perpetrators.

## **GENERAL DAMAGE**

Any accidental material damage caused by the Tenant and/or Occupants to buildings or other property belonging to the rented accommodation during the rental period.

## **COVER**

We provide cover against the disappearance, destruction or degradation of property, fixtures and fittings inside private, enclosed and covered rented premises further to theft, attempted theft or vandalism perpetrated by the Tenant and/or the Occupants.

## **AMOUNT OF CLAIM**

Claims will be paid based on the replacement value of equivalent objects of similar nature, less depreciation.

## **EXCLUSIONS**

Other than those exclusions mentioned in the Annex to the General Terms and Conditions, the following are excluded from the Cover described above:

- Any theft, attempted theft or act of vandalism perpetrated by any person considered as the Insured or with their complicity,
- Any property located in the communal parts or outside of the rented property.
- Any valuable objects including money and assets such as jewellery, paintings, drawings, engravings, manuscripts, statues and other such artefacts.
- Damage caused by humidity, condensation, smoke.
- Breakdown of appliances made available to the Tenant
- Damage caused to lamps, fuses, neon tubes, cathode tubes, semiconductor crystals, heating elements or electric blankets.
- Costs related to clearing, cleaning and repairing drains, water pipes, taps and any other elements of water supply and heating and central heating
- Theft of objects placed in yards, terraces and gardens.
- Theft of objects placed in the communal parts, at the disposition of several tenants or occupants.
- Theft or loss of the key(s) to the rented holiday accommodation.
- Any damage incurred to insured property while the rented holiday accommodation is occupied by third parties other than the Tenant, their agent or anyone authorised by them.
- Damage sustained by usage not in compliance with the rental agreement.
- The consequences of contractual obligations which exceed the legal obligations of the contracting party/beneficiary.
- The repayment of Insurance Premiums.
- The cancellation of a holiday accommodation rental agreement due to the fault of the Insured.

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