



OPTIONAL RENTAL CANCELLATION INSURANCE

YOUR ADHESION TO POLICY N° 65.529.353
GOVERNED BY THE FRENCH INSURANCE CODE

This policy has the purpose of granting the cover defined below to short-term tenants for any property rented in France.

TENANT / INSURED PARTY

Any tenant, private individual, French or foreign, leasing furnished accommodation for a short duration.

The tenant, his spouse (including live-in partner or legal civil partner) and any other person (with no blood relationship) designated on the subscription form for this policy and who benefits from the said tenancy, their ascendants or descendants to the 2nd degree; their son-in-law or daughter-in-law; brother or sister; uncle or aunt; nephews or nieces.

SHORT DURATION RENTAL: Stay of under 90 days in premises where the insured party is not the owner or the annual tenant.

PREMISES: Residential house, apartment, hotel room, caravan, mobile home, river boat.

INSURER: TOKIO MARINE EUROPE INSURANCE LIMITED - 6-8, boulevard Haussmann 75009 PARIS - RCS Paris B-382 096 071.

BROKER: Cabinet ALBINET, Insurance Broker, under the commercial brand ADAR, *société anonyme* [limited company] with a share capital of 250,000 euros - RCS Paris B-582 136 289.

OPERATION OF THE COVER:

The benefit of the ADAR cover is acquired by payment of the premium for which the rent set out in the rental agreement serves as basis for the indemnification, and/or by separate membership form. Related services, such as transport, may be covered where they are coupled with the rental reservation and the premium also relates to these services.

The INTERRUPTION AND CANCELLATION OF STAY cover applies provided the insurance is taken out before the start date of the rental, and within a maximum period of 10 days after signing of the rental agreement or payment of the deposit or down payment.

If the insurance was taken out after the maximum period of 10 days after signing of the rental agreement or payment of the deposit or down payment, the INTERRUPTION AND CANCELLATION OF STAY cover shall only apply after application of a waiting period of 7 days during which no cover may take effect (save Occupant's Liability, which shall take effect at midday on the day after payment of the premium).

If the rental agreement mentions several families, each is covered for its share; the rental agreement is not cancelled and in this case the insurance indemnification relates to the arithmetic share of the family concerned. **It will be down to the signatory of the rental agreement to provide the broker with the names of the co-tenants.**

The cover shall cease automatically upon arrival of the insured party in the premises or on the date of interruption of stay, except for the "Search and Rescue Costs" and "Occupant's Civil Liability" cover, for which the cover shall cease upon return of the keys to an approved representative of the broker.

1. IN THE EVENT OF CANCELLATION OF STAY:

The Insurer shall cover the Insured Party for the reimbursement of the sums paid in deposit or down payment and the balance remaining due in the event of cancellation of the stay for the following events, **within the limit of 50,000 euros** per loss event, irrespective of the number of beneficiaries.

a) Serious illness, serious injury or death of the Insured Party or any other person mentioned in the rental agreement and who benefits from the said rental. Serious injury or illness denotes any impairment of health or any bodily injury, any unforeseeable worsening of a pre-existing condition, any psychiatric or psychotherapeutic disorder accompanied by hospitalisation of at least 3 days, or any complications due to pregnancy up to the 28th week, banning the insured party from leaving home or the hospital institution where he is being treated on the start date of the rental period, evidenced, for employees, by hospitalisation or medical leave of absence of at least **eight consecutive days** and by a **medical certificate specifying the aforementioned ban**, and for unemployed persons by hospitalisation of at least eight days or by a medical certificate banning him from leaving his bed for at least eight days, and additionally, for those receiving hydrotherapy treatment, evidence of coverage of the reimbursable costs by their statutory health insurance scheme on a non-means tested basis.

b) Material damage following theft, fire, explosion and similar events, water damage, or a natural disaster affecting his principal and/or secondary residence and/or his business premises, and the seriousness of which imperatively requires his presence on the date of departure, or during the stay, in order to be able to fulfil the necessary formalities.

c) Prevention from taking possession of the rental premises following economic redundancy or transfer of the Insured Party or his spouse notified by the employer, providing the notification from the employer is given after effect of the cover and providing none of the above situations is known to the insured party at the time of taking out this policy; obtaining of a job or paid internship taking effect before or after the rental dates, where the person insured was registered unemployed, providing it is not a case of extension or renewal of contract or mission provided by a temporary work agency.

d) Prevention from accessing the rental premises by road and rail on the day planned for taking possession of the rental premises and within the following forty eight hours, owing to blockades or strikes directly preventing travel, as attested by the Mayor of the town of the place of holiday residence.

e) If the Insured Party is forced to cancel or renounce his stay within the 48 hours preceding or following the contractual start date of the rental, owing to ban from the sites as a result of pollution, flood, fire, natural disaster or epidemic. These risk shall be considered as realised under this policy when the site has been totally banned within a radius of five kilometres from the rental premises by decision of a town or prefectural authority during the period of rental insured.

f) Following administrative or court summons that cannot be postponed.

g) Unavailability of the premises rented, preventing their use, following an exceptional event, such as fire, storm, water damage or other natural event occurring within the 60 days before the start date of the rental.

h) Refusal of visa by the authorities of the country; no claim must have been made previously and refused by these authorities for this same country. Evidence from the Embassy will be required.

i) Theft of identity card or passport 48 hours before departure.

j) Prevention from getting to the rental premises on the day stipulated for taking possession of the rental premises owing to theft or attempted theft of vehicle.

k) If the leave dates of the insured party are modified through decision of his employer.

2. IN THE EVENT OF INTERRUPTION OF STAY:

Reimbursement of the rent for the remaining days owing to interruption of stay resulting from one of the events listed in the CANCELLATION OF STAY cover in paragraphs a), b) e) f) and g), **within the limit of 50,000 euros**. The indemnification due by the Insurer is determined for an injured person in proportion to the number of occupants and the number of days of rental remaining.

3. SEARCH AND RESCUE COSTS:

Throughout the duration of the stay, the insurer will cover the search and rescue costs, in the mountain or the sea, of specialised teams in order to rescue the insured party, to the limit of 3,050 euros per event, irrespective of the number of people registered on the policy and benefiting from the rental.

4. CIVIL LIABILITY OF THE OCCUPANT TENANT FOR MATERIAL DAMAGES:

The insurer shall cover:

a) Rental liability

Following fire, explosion, water damage or freezing occurring in the premises, the pecuniary consequences of the liability of the tenants or occupants pursuant to Articles 1732 to 1735 and 1302 of the French Civil Code for damage caused to the property and furnishings of the accommodation rented (except rented boat), experts' fees and travel or return costs, and the costs of rehousing rendered essential as a result of a loss event covered.

The insurer will also cover the pecuniary consequences, loss of rent or deprivation of use suffered by the owner. **Damages caused to other boats are excluded.**

This cover is provided to the limit of **1,500,000 euros** for all damages.

b) Third party and neighbour remedy

Following fire, explosion, water damage or freezing occurring in the premises, the pecuniary consequences of the liability of the tenants or occupants pursuant to Articles 1382, 1383 and 1384 of the French Civil Code for all bodily injury and material damage caused to neighbours and third parties and for which the rental liability cover above has been invoked.

This cover is provided to the limit of **450,000 euros** for all damages.

c) Material damage civil liability

Other accidental damage caused to moveable items subject of the inventory and found within the rental accommodation (**except deck equipment**) and real estate belonging to the owner of the rental accommodation (**except rented boat**). This cover is available to the limit of **10,000 euros** subject to deduction of an absolute excess of 150 euros.

EXCLUSIONS

The following are excluded from the cover stated above:

1. General exclusions:

• Damages relating directly or indirectly:

- to the intentional or fraudulent acts of the Insured Party,
- to the state of war (foreign or civil war),
- to events of a catastrophic nature (damage caused by volcano eruption, earthquake, action of the sea, tidal wave, landslide and other events classified as disaster except where these events are declared "Natural Disasters")
- to the nuclear risk (damages of nuclear origin or caused by any source of ionising radiation).

2. Exclusions applicable to the "Cancellation" and "Interruption of Stay" cover:

- **The consequences:**
 - of pregnancy beyond the 28th week or delivery,
 - of a spa or cosmetic treatment,
 - of psychiatric or psychotherapeutic treatment not accompanied by hospitalisation of at least 3 days, accidents and illness whose origin was known before taking out the policy, except in the case of unforeseeable deterioration of health.
 - of the foreseeable deterioration of health pre-existing at the time of subscription,
 - of dispute or contestation over description or inventory,
 - of economic redundancy or transfer where the procedure had begun at the time of subscription,
 - of change of dates of leave,
 - of an accident for which the insured party was subject to a positive test for the use of alcohol or drugs at a level at the legal rate in force constituting an offence.
 - of an accident in the capacity of pilot of an aircraft or during the participation in a motorsport competition and their practice runs.
 - of absence of vaccination or impossibility of vaccination.
- Cancellations owing to the approved broker.
- Reimbursement of the insurance premium.

3. Exclusions applicable to the "Search and Rescue Costs" cover

- The costs subject of legal action following intervention of the public emergency services owing to the inexcusable fault of the insured party.
- The costs incurred for towing of a sail or motor boat.
- The costs incurred owing to practising caving.

4. Exclusions applicable to the Occupant's Civil Liability cover

- All damages not engaging the civil liability of the tenant,
- All damage to the Tenant's property,
- Damages resulting from deliberate damage, burns from cigarettes or any other smoker's item,
- Damages caused by pets in the care of the insured party,
- All damage caused by damp, condensation, steam, smoke,
- Breakdown of equipment made available to the insured party,
- Damage caused to lamps, fuses, electronic tubes, cathode tubes, semi-conductor crystals, semi-conductors, heating resistors and electric blankets,
- The costs of repair, unblocking or replacement of pipes, taps and equipment integrated into the water and heating facilities,
- Theft of items left in the courtyards, terraces and gardens,
- Theft of items placed in shared areas available to several tenants or occupants, except in the case of breaking and entering,
- Theft or loss of the keys to the premises,
- Damages suffered while the premises containing the items insured are occupied solely by third parties other than the tenants, his agents or people he has authorised,
- Damages following use that does not comply with the rental agreement,
- The consequences of contractual undertakings, insofar as they exceed those to which the beneficiary is legally bound,
- Damages suffered by the furniture considered as deck equipment.

TIME LIMITATION - SUBROGATION

Any action deriving from this policy is time limited by two years. This timeframe begins on the date of the event giving rise to this action, under the conditions determined in Articles L.114-1 and L.114-2 of the French Insurance Code. The Insurer is subrogated in the rights of the Insured Party in respect of any person responsible for the loss event subject to indemnification.

CONSUMER INFORMATION

Data Protection: the Insured Party may request communication and rectification of any information concerning him that features on any file for the use of the Insurer, its representatives and any professional body.

Customer Relations: Albinet is able to examine all claims and complaints of the Insured Party. If, at the end of this examination, the responses given do not satisfy him, the Insured Party may send his complaint to TOKIO MARINE EUROPE INSURED LIMITED. If a disagreement persists after its response, he has the option of appealing to the Mediator, the contact details of which will be provided on simple request by TOKIO MARINE EUROPE INSURED LIMITED — 6-8, boulevard Haussmann 75009 PARIS, without prejudice to other avenues of legal redress.

Prudential supervisory and resolution body: the authority responsible for overseeing respect for the legislative and regulatory provisions relative to insurance is the Autorité de Contrôle Prudentiel, 61 rue Taitbout, 75009 Paris.

Supervisory body: In compliance with the French Insurance Code (Article L 112-4) it is specified that TOKIO MARINE EUROPE INSURANCE Limited is controlled jointly in the United Kingdom by the Prudential Regulation Authority, 20 Moorgate London, EC2R 6DA — England, and the Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS - England.

HOW TO CLAIM

You must first notify your rental agency by registered letter of your cancellation of stay within a period of five days from the day on which you learn of it. After confirmation by your rental agency, you must send ADAR all evidence necessary to process your claim: medical certificate, certificate of hospitalisation, certificate of medical leave of absence, letter of redundancy, to the following address: **ADAR C/O Cab. ALBINET – S.A.V. 5, cité de Tréville – 75009 PARIS - Fax: 01 48 01 84 83 - email: claim@albinet.fr** Don't forget to mention in your claim your full address, your telephone numbers, the name of your rental agency, your rental reference number, and the start and end dates of your stay.

If necessary you undertake, in the event of loss affecting the cancellation of stay or interruption of stay cover, to permit the Insurer's doctor to access your medical file, failing which you will not be covered.
