



## “ADAR+” MULTIRISK HOLIDAY INSURANCE

### SOME ADVICE

- ❑ Before leaving for a country in the European Economic Zone, make sure you have a European Health Insurance Card issued by your Caisse Primaire d'Assurance Maladie (or equivalent) in order to be eligible for direct coverage of your medical costs in the event of illness or accident.
- ❑ Before leaving for another country, remember to take your medication if you are under treatment. Take them in your hand luggage to avoid interruption in the event that your luggage is delayed or lost.
- ❑ If you practice a risky physical or motorised activity or are travelling to an isolated location during your trip, we advise you to ensure in advance that emergency services have been implemented by the appropriate authorities in the country concerned to meet any request for emergency services.
- ❑ It may be important to know the numbers of your keys if they are lost or stolen. Please write down the references.
- ❑ Similarly, should you lose your ID papers or means of payment, it is easier to obtain new copies of these documents if you took the time to make photocopies and write down the number of your passport, ID card and bank card, which you should keep in a separate location.
- ❑ If you fall seriously ill or are injured, contact us as quickly as possible after having first called the emergency services (ambulance, fire brigade, etc.), which we cannot replace.
- ❑ **WARNING**  
Some illnesses may constitute a limit to the conditions of application of the policy. We advise you to read these general provisions carefully.



## I. GENERAL OBSERVATIONS

This policy, as defined by articles L 511-1 I and R 511-1 paragraph 1 of the Insurance Code, is set out by the ALBINET firm.

As with all insurance policies and assistance contracts, this policy stipulates rights both for you and for us, but also obligations. The policy is regulated by the French Insurance Code. These rights and obligations are outlined in the following pages.

### 1) DEFINITION

As defined in this policy, the following terms are defined herein under:

#### **ACCIDENT**

A sudden and unforeseeable event affecting all persons which was not intended by the victim, arising from a sudden external action which prohibits all travel by the person's own means.

#### **CANCELLATION**

The cancellation of the trip you booked for reasons and under circumstances resulting in the application of our guarantee are listed under the CANCELLATION COSTS section.

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.

#### **INSURER / ASSISTANCE PROVIDER**

In this policy, the EUROP ASSISTANCE company is replaced by the terms "we" and "us".

The services stipulated in this policy are guaranteed and implemented by EUROP ASSISTANCE.

#### **FRENCH INSURANCE CODE**

All laws and regulations which govern relations between the insurers and the insured.

#### **DISTRIBUTOR**

In this policy, the following are deemed to be distributors: estate agents, travel agents, tour operators and websites specialising in short-term rentals.

#### **RESIDENCE**

The term residence indicates your main and usual place of residence, shown on your income tax declaration.

#### **APPLICABLE LAW**

Exclusively French law.

#### **ABROAD**

The term "abroad" shall refer to the whole world except for your country of origin and excluded countries.

#### **EXCESS**

Proportion of compensation which you must pay.

#### **ILLNESS**

A deterioration in health duly observed by a physician, which requires medical treatment and is of an unexpected and unpredictable nature.

#### **SERIOUS ILLNESS**

A change in medical condition duly noted by a physician who formally prohibits leaving the home and requiring medical care and the absolute termination of all professional activity.

#### **COUNTRY OF ORIGIN**

The country of origin is deemed to be the country of residence.

#### **THE HOLDER**

Are considered as Assured(Insured), below indicated(appointed) by the term "You", is every tenant, natural or legal entity, French or foreigner(foreign countries), having collectively prised in furnished flat an immovable property for a short duration,



through diffusers and adhered(subscribed) to the present contract and the identity of which appears as such on the registration forms of the aforementioned rent.

## **CLAIM**

Event of a random nature which may implement the guarantees stipulated in this policy.

## **POLICYHOLDER**

The ALBINET firm, Insurance Brokerage Company, working under the ADAR + trademark, is a limited company with capital of 250,000 Euros — Paris RCS (Trade and Company Register) no B 582 136 289, to the benefit of distributors and their clients who have taken out this policy.

## **2) WHAT IS THE GEOGRAPHIC COVERAGE OF THE POLICY?**

Assistance Cover: Cover applies worldwide.

**The following countries are excluded: countries engaged in civil or foreign wars; experiencing acknowledged political instability; reprisals; restriction in the freedom of circulation of goods and persons, irrespective of the cause, in particular for medical, security and meteorological reasons; countries experiencing acts of terrorism; natural catastrophes or release of nuclear radiation.**

## **3) WHAT IS THE TERM OF YOUR POLICY?**

The validity of all guarantees matches the travel dates stated on the invoice issued by the owner with a maximum duration of ninety consecutive days, except for:

- The Cancellation guarantee, which enters into effect on the day you take out the policy and expires on the day you depart on your trip
- The “non-compliance of the rented property” guarantee, which enters into effect on the day you take out the policy and expires on the day after you enter into temporary possession of the premises
- The “Direct Financial Loss resulting from dishonest or fraudulent action” guarantee, which enters into effect on the day you take out the policy and expires at the earliest on the day at which you discover the fraud before the trip begins and no later than the day at which you enter into temporary possession of the premises.

## **4) WHAT MUST YOU DO WITH YOUR TRAVEL DOCUMENTS?**

When transportation has been organised and covered according to the policy clauses, you undertake either to reserve for us the right to use your travel document(s) or to reimburse to us the amount you obtain as reimbursement from the organisation issuing your travel document(s).

### **4.1 You wish to report a claim covered by your insurance policy:**

Within 5 working days, you should (after confirmation by your letting agency) send ADAR PLUS the required documentation: medical certificate, certificate of hospitalisation, certificate of absence from work, redundancy notice, to the following address: **Address: ADAR PLUS – C/O Cab. ALBINET– S.A.V. 5, cité de Tréville – 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.

### **4.2 What are the consequences of a false declaration?**

When they affect the subject of the risk or lessen our opinion:

- Any reticence or declaration which is intentionally fraudulent by you will render the policy null and void. The premiums paid remain our property. We will be entitled to demand payment of outstanding premiums
- Any omission in inaccurate declaration by you whose bad faith cannot be established shall terminate the policy ten days after notification sent to you by registered letter and/or application of the reduction in compensation from the French Insurance Code, as stipulated in article L 113.9.

## **5) WHAT ARE THE LIMITS IN THE EVENT OF AN ACT OF GOD OR OTHER ASSIMILATED EVENT?**

We cannot replace local organisations in the event of an emergency under any circumstances.



We cannot accept liability for omissions in the implementation of services arising from acts of god or events such as **civil or foreign wars, acknowledged political instability, civil unrest, riots, acts of terrorism, reprisals, restriction in the freedom of circulation of goods and persons, irrespective of the cause, in particular for medical, security and meteorological reasons, limitations on airborne traffic, strikes, explosions, natural catastrophes, disintegration of the atomic core or for delays in the implementation of said services arising from the same causes.**

We cannot accept liability for omissions in the implementation of services in the event of delays and/or impossibility in obtaining administrative documents such as entry and exit visas, passports, etc., as required for transportation within or outside the country where you are located or your entrance in the country recommended by our doctors for hospitalisation, nor for any delays in the implementation of such arising from the same causes.

## **6) WHICH EXCLUSIONS ARE COMMON TO ALL RISKS?**

We cannot intervene when your request to apply cover follows:

- **A civil or foreign war, riots, civil unrest, acts of terrorism**
- **Your voluntary participation in riots or strikes, disputes or assaults**
- **The disintegration of the atomic core or any radiation from an energy source of a radioactive nature**
- **The use of medication, drugs, narcotics and similar products not medically prescribed or the excessive use of alcohol**
- **All deliberate acts by you which may result in the application of the policy guarantee.**

## **7) HOW IS PROPERTY DAMAGE COVERED BY THE INSURANCE GUARANTEES ASSESSED?**

If damage cannot be established under normal circumstances, it is assessed by means of a joint, non court-ordered assessment subject to our respective rights.

Each party designates an expert. If the experts fail to agree, they refer to a third and all three work together on a majority basis.

Should one of us fail to appoint an expert or the two experts fail to agree on the choice of a third, the appointment is made by the courts with jurisdiction over the location of the claim. The appointment is made upon request signed by at least one of us. The non-signing party is convened to the assessment by registered letter.

Each party meets the costs and fees of his own expert and, where applicable, half of the third expert's costs and fees.

## **8) SUBROGATION**

After incurring expenses within the framework of our assistance and/or insurance guarantees, we are subrogated in the rights and actions you may have with regard to third parties liable for the claim, as stipulated in article L.122.12 of the French Insurance Code.

Our subrogation is limited to the amount of fees we have incurred to implement this policy.

## **9) INSURANCE GUARANTEES: WHAT IS THE COMPENSATION TIMEFRAME?**

For insurance guarantees, payment will occur within fifteen days from the approval between us or the executive court ruling.

## **10) WHAT ARE THE LIMITATION DEADLINES?**

As per articles L114-1 and L114-2 of the French Insurance Code, all actions concerning this policy shall be limited to within two years effective from the event which caused them.



## II. SUMMARY TABLE OF GUARANTEES

Guarantees	Maximum Guarantee amounts
<p><input checked="" type="checkbox"/> <b>CANCELLED TRIP</b></p> <ul style="list-style-type: none"> <li>- Illness, accident or death (including relapse of prior ailments and pregnancy complications)</li> <li>- Property damage at home or in professional premises</li> <li>- Redundancy of insured or insured's partner</li> <li>- Cancellation by beneficiary accompanying party</li> </ul>	<p>Payment on account + <b>balance due, limited to 10 000€</b></p>
<p><input checked="" type="checkbox"/> <b>INTERRUPTED TRIP</b></p> <ul style="list-style-type: none"> <li>- Reimbursement of land-based services not used in the event of medical evacuation or early return</li> </ul>	<p>Unused portion of cost limited to 10 000 €</p>
<p><input checked="" type="checkbox"/> <b>RESORT LIABILITY</b></p> <ul style="list-style-type: none"> <li>- Bodily injury and property damage following fire, explosion, water damage</li> <li>- Movable and real estate damage for owner of leased premises</li> </ul>	<p>Limited to 1 525 000€.</p> <p>Limited to 2 500€ with a deductible of 75€.</p>
<p><input checked="" type="checkbox"/> <b>NON-COMPLIANCE OF THE PROPERTY RENTED</b></p> <p>Refusal by tenant to occupy premises following non-compliance of such Hotel fees incurred on the site of the rental</p>	<p>Money retained by owner</p> <p>75€ per person and limited to one night</p>
<p><input checked="" type="checkbox"/> <b>COVER FOR FINANCIAL LOSS RESULTING FROM DISHONEST OR FRAUDULENT ACTION</b></p> <p>Lease fraudulently ensured Hotel fees incurred on the site of the rental</p>	<p>Refund of all sums paid by the reserving party thus defrauded which were retained by the owner</p> <p>75€ per person and limited to one night</p>

Duration of assistance guarantees limited to three consecutive months.

**(1) First class train ticket or economy class airline ticket (2) Taxi costs at departure and arrival**



### III. DESCRIPTION OF GUARANTEES

#### HOW THE COVER WORKS

Cover under an Adar insurance policy is obtained on the simultaneous signature of the short term rental contract or within a maximum period of 10 days 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.

#### CANCELLATION

##### 1) GUARANTEES

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 10 000€ per claim whatever the number of beneficiaries

##### IN WHICH CASES DO WE INTERVENE?

**We intervene on the grounds and under the circumstances stipulated herein under and exclusive of all others:**

**Serious illness, serious accident or death:** (including aggravation of prior illnesses and after-effects of prior accidents) of the following parties:

- The policyholder, his/her de jure or de facto spouse (including common law partner or bound by a civil relationship) or any other person designated on the registration slip with this policy and who is taking part in the aforesaid rental.
- His/her ascendants or descendants and/or those of his/her spouse or those of the person designated on the registration slip with this contract and who is taking part in the aforesaid rental.
- His brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law;
- His/her professional replacement, subject to his/her name being indicated when registering for the stay;
- The person who, during the stay, is in charge of:
  - caring for the policyholder's nonage children (minors), subject to his/her name being indicated when reserving the stay;
  - caring for a disabled person, subject to this person living in the same household as the policyholder, that he/she is the legal guardian, and that his/her name is indicated when reserving the stay.

##### Complications arising from pregnancy before the seventh month

| Resulting in the absolute cessation of all professional activity

##### Vaccination contra-indication

##### Redundancy owing to economic factors

- Incurred by you
  - Incurred by your partner
- | With the decision unknown when you booked your trip or took out this policy.

##### Summons before a court solely in one of the following cases:

- Jury member
  - Adoption procedure
  - Appointment as legal expert
- | The summons date must match the period of your trip.

##### Convocation to re-take an examination

| Following failure not known when booking the trip (higher education only), with the said examination taking place at the same dates as your trip.



**Destruction of professional and/or private premises**

| At over 50% following a fire, explosion or water damage.

**Theft in professional or private premises**

| The extent of the theft must require your presence and take place in the 48 hours preceding your departure.

**Issue of employment by the French ANPE job centre or of an ANPE training course**

| Beginning before or during your trip.

**Transfer or change in paid leave dates by the employer**

| (you remain liable for a 20% excess) issued before registering for the trip, excluding the following social and professional classes listed herein after: heads of companies, liberal professionals, self-employed workers and contract workers in the entertainment industry.

**Visa refusal by country authorities**

| No request must be made in advance and refused by the said authorities for the country in question. Documentary proof issued by the embassy shall be required.

**Theft of identity card or passport**

| On the day of departure if said documents are vital for your trip.

**Attacks**

| Guarantee acquired if an attack occurs in 48 hours preceding the trip within a radius of 100 km from the resort location.

**PREVENTION FROM GOING TO THE PREMISES CONFIRMED BY THE COMPETENT AUTHORITIES**

| Prevention of the insured from getting to the resort by road and rail 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.

**THE COMPETENT AUTHORITIES BAN ACCESS TO THE RENTAL SITE**

| 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. 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.

**THE OWNER'S DEFAULT FOLLOWING CANCELLATION ON HIS/HER PART**

| If all the following events occur:

- the owner cancels the rental because the property has been made unusable following an exceptional event, such as fire, storm, water damage or other natural event;
- the owner refuses to refund the tenant his/her deposit and all the sums which he/she has paid, due to financial default;

| The Insurer covers the Insured for the sums paid and reserves the right to pursue action against the defaulting owner.



## 2) EXCLUSIONS

In addition to the exclusions stipulated in the GENERAL OBSERVATIONS appendix, we cannot intervene under the circumstances stipulated herein under:

- Cancellation caused by a person hospitalised when booking your trip or taking out this policy
- Voluntary suicide and while sound in mind
- Complications from pregnancy when the person is more than seven months' pregnant upon departure
- Illness requiring mental treatment or psychotherapy including nervous breakdowns which did not require hospitalisation for at least five days at the time at which your trip was cancelled
- Forgetting vaccinations
- Accidents resulting from participation in the following sports: bobsleigh, rock-climbing, skeleton, mountain climbing, competition tobogganing, all airborne sports, as well as accidents arising from participation or training in matches or competitions
- Failure to provide documents which are vital for the trip irrespective of the cause, such as passports, visas, travel documents or vaccination log except in the event of theft of the passport or ID card on the day of departure
- Illnesses or accidents which have already been noted, relapses, aggravation or hospitalisation between the date of purchase of your trip and the date at which you take out this policy.

## 3) HOW MUCH COVER DO WE GUARANTEE?

We will cover the cancellation fees incurred on the day of the event which may be covered, in accordance with the General Conditions of rental, with the maximum and excess indicated in the Table of Sums Insured.

## 4) HOW SOON SHOULD YOU REPORT THE CLAIM?

You should immediately inform the distributor, the owner, as well as the Albinet firm, within five working days following the covered event.

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**If the above requirements are not fulfilled and you cancel your trip at a later date, we are entitled to reimburse cancellation costs only with effect from the first occurrence of the illness or accident prompting the cancellation.**

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## 5) YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

• Your declaration must include:

- In the event of illness or accident, a medical certificate stipulating the cause, type, seriousness and foreseeable consequences of the illness or accident, as well as a copy of the sick notice and photocopies of prescriptions with medication stamps and any analyses or examinations made
- In the event of being made redundant owing to economic factors, a copy of the redundancy notice and of the job contract
- In the event of complications in pregnancy, a copy of the pre-natal examination report and of the sick notice
- In the event of death, a copy of the death certificate and civil status form
- In other cases, all documentary proof.

The medical certificate must be included without fail in a sealed envelope sent to our physician advisor.

Accordingly, you must relieve your doctor from his medical confidentiality undertaking with regard to the Company doctor. The same applies to the doctor treating all other persons whose illness or accident has prompted the policy guarantees. Failure to do so may result in forfeiture of your entitlement to compensation.

**You must also send us all information and documents requested from you in support of your cancellation and in particular:**

- Statements from the Social Security system or all other similar organisations concerning the reimbursement of treatment costs and payment of daily compensation
- The original of the lease invoice if a professional was involved in the transaction
- The number of your insurance policy
- The lease contract issued by the owner

Cabinet ALBINET, public limited company with a capital of 250 000 €  
– RCS PARIS - B 582 136 289 - Code NACE 6622Z –  
TVA : FR 24 582 136 289 00029  
Numéro d'immatriculation ORIAS ([www.orias.fr](http://www.orias.fr)) : 07 000 044





- In the event of an accident, you must stipulate the cause and circumstances and provide us with the names and addresses of the liable parties and, if possible, of witnesses.

Furthermore, you must allow access for the company's medical inspector. If you object without valid grounds, you may lose your guarantee rights.

- Addresses of liable parties and, if possible, of witnesses.

The cancellation guarantee may not be combined with cover for financial loss resulting from dishonest or fraudulent action.



### 1) GUARANTEES

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We guarantee, in the prorata temporis in the limits appearing in the picture(board) of the amounts of guarantees, the payment of a compensation(allowance), when your stay is interrupted for one of the following motives:

- if a close relative (your spouse, an influence, a descendant of yourself or your spouse) is Hospitalized or die, or if one of your brothers or sisters dies and, if therefore, you have to interrupt your stay,
- if a disaster (burglary, fire, water damage) arises in your Place of residence and what it requires necessarily your presence, and what of this fact you had to interrupt your stay.

### 2) MAXIMUM GUARANTEE AMOUNTS

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Compensation is proportional to the number of travel days not used up and the number of persons who have left the trip location.

Compensation is reimbursed to the extent of the limits stated in the table of guarantee amounts per insured person, but which shall not exceed the ceiling per event.

Compensation is calculated with effect from the day after the date of the event (medical evacuation, early return) which caused it.

### 3) YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

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After your medical evacuation or early return organised by us, you must file your request for reimbursement of services not used as a result of the interruption.



**1) GUARANTEE**

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**1.1 Tenant's Legal Liability:**

Following fire, explosion, water damage, or frost occurring in the premises, we cover the financial consequences of tenants' or occupants' legal liability, in accordance with articles 1732 to 1735 and 1302 of the Civil Code, for damage caused to furniture and property belonging to the owner of the rented accommodation, experts' fees and travel or replacement expenses, as well as the costs of rehousing made necessary following a covered event.

The Insurer also covers the financial consequences, loss of rent and loss of use suffered by the owner. This cover is limited to a maximum of €1,525,000.

**1.2 Neighbours' and Third Parties' Legal Recourse:**

Following fire, explosion, water damage, or frost occurring in the premises, we cover the financial consequences of tenants' or occupants' legal liability that they may incur, in accordance with articles 1382, 1383 and 1384 of the Civil Code, for any damage caused to neighbours and third parties and for which the abovementioned tenant's legal liability cover has come into play.

**1.3 Sundry Damage:**

We cover the financial consequences for civil liability which the tenant or occupants may engage, in accordance with articles 1382, 1383 and 1384 of the Civil Code, for damage caused to furniture and property. This cover is limited to a maximum of €2,500 subject to deduction of the straight deductible of €75.

**2) EXCLUSIONS**

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In addition to the exclusions stated in the **GENERAL OBSERVATIONS** appendix, we cannot intervene under the circumstances stipulated herein after:

- 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.

**3) OBLIGATIONS IN THE EVENT OF A CLAIM**

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**3.1 TRANSACTION – ACKNOWLEDGEMENT OF LIABILITY**

No acknowledgement of liability and no transaction you may have accepted without our approval can be applied to us. However, acceptance of the events' occurrence is not deemed acknowledgement of liability, nor the sole fact of having provided a victim with urgent aid when such is the assistance action which all persons are entitled to undertake.

**3.2 PROCEEDINGS**

In the event of proceedings instigated against you, we will ensure your defence and direct the case with regard to the facts and damage to which the guarantees stipulated in this policy are applicable. However, you may join our approach insofar as you can evidence specific benefits not covered by this policy. The act of ensuring your defence as a protective measure may not be interpreted as acknowledgement of guarantee and does not imply in any manner that we would accept to cover damage not guaranteed by this policy.



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We do, however, retain the right in this case to instigate proceedings against you to obtain reimbursement of all amounts we have paid or set aside for you.

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### **3.3 RECOURSE**

With regard to means of recourse:

- Before civil, commercial or administrative courts, we are free to exercise such within the framework of this policy
- Before criminal courts, recourse may be exercised only with your approval
- If the dispute no longer concerns civil interests, your refusal to give your approval to exercise the means of resource in question shall entitle us to claim compensation from you equal to the injury which would result for us.

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You cannot oppose the exercise of our recourse against a liable third party if such is covered by another insurance policy.

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### **3.4 FORFEITURE INAPPLICABILITY**

Even if you fail to honour your undertakings after a claim, we are required to compensate the persons with regard to whom you are liable.

We do, however, retain the right in this case to instigate proceedings against you to obtain reimbursement of all amounts we have paid or set aside for your case.

### **3.5 COURT COSTS**

We meet all court costs, receipts and other settlement costs. However, if you are found liable for an amount exceeding that of the guarantee, each of us will incur the said costs in the proportion of the respective share of the court ruling.



### 1) GUARANTEES

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EUROP ASSISTANCE covers the Policyholder for the refund of any sum spent by him/her for the rental contract, after deducting the amount for taking out the cover in this policy, limited to the rental's General Conditions of Sale, following refusal to occupy the rented accommodation as a result of substantial non-compliance with the description made on the Distributor's website.

The term '**tangible non-compliance**' must be understood as:

- Defects of such an extent and duration that occupancy under normal usage conditions is impossible
- Goods or services of facilities attached to the lease and listed in the announcement constitute a genuine added value to such and which were decisive in the Beneficiary's choice:
  - the lack of such, as noted when entering the premises on the first day of the lease
  - the inability to operate, as noted when entering the premises on the first day of the lease.

### 2) COVER FOR HOTEL FEES

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- When a claim occurs that is the result of a non-conformity, as it is defined in the guarantees (Article 1) and which results as such in coverage by Europ Assistance, we shall reimburse you for the hotel fees incurred for the day the rental was initially scheduled.
- This coverage is limited to the reimbursement for one night, upon presentation of the original documents up to the amount indicated in the cover table.

### 3) EXCLUSIONS

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In addition to the general exclusions attached, the following are excluded from 'non-compliance' guarantees as defined in this appendix: refusal to take possession of leased premises arising from or on the grounds of:

- A minor defect in relation to the description in the announcement and in particular, without being exhaustive, differences to the extent of:
  - An orientation of the building of less than 30°
  - An overall habitable surface area of less than 10%
  - An overall garden surface area of less than 20%
  - A distance in relation to services associated with the lease of less than 40%
  - A temporary defect (i.e., lasting less than 20% of the overall scheduled duration) in the leased premises or attached services
- A fraud perpetrated by the leaseholder, i.e., all bookings granted by such which use a fictitious name or description and by means of fraudulent manoeuvres with the general aim of making the victim believe in the existence of an inexistent leased property or property belonging to someone else
- Indirect losses, loss of opportunity, loss of custom, contractual penalties
- Leases agreed by persons related to each other to any degree.



## 4) OBLIGATIONS IN THE EVENT OF A CLAIM

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### 4.1. PROCEDURE FOR REPORTING A CLAIM

To benefit from this cover, the Insured or his/her assignees must immediately inform the Albinet firm and the distributor verbally, and in writing within 72 hours of his/her arrival and of his/her refusal to take possession of the premises rented, with the reasons explaining his/her action.

Under forfeiture of the right to claim, except under exceptional circumstances or force majeure, the Insured or his/her assignees must inform the Albinet firm about his/her refusal to take possession of his/her rented accommodation within 72 hours, with the specific reasons explaining his/her action, by registered post with return slip.

Subsequently, the Policyholder or his/her assignees must send the Albinet Insurance Brokerage Firm, directly, or through the distributor:

- the original of the initial invoice paid, raised when registering the rental reservation, highlighting the registration date;
- a copy of the advert posted on the distributor's website and any potential photographs of the property rented;
- the inventory and report of the state of repair of the premises, photographs, statements and any other document which enables the Insurer to conclude that there is substantial non-compliance.
- E-mail or postal contact details of the owner.

### 4.2. RECIPIENT OF COMPENSATION

Refund of the rental amount will be made solely to the Policyholder or his/her assignees, to the EXCLUSION of any other individual or corporate entity.

### 4.3. CALCULATION OF THE REFUND

With documents serving as proof, the sums (deposits and/or balance) paid or due by the Policyholder to the Distributor or the person renting out, and retained by these parties, shall be refunded, limited to the price originally set in the advert for the duration of the stay in question, and this being limited to a ceiling indicated in the Table of Sums Insured.

Any request to cover the consequences of refusing to take possession of the rented property which does not comply with the stipulations set forth in this chapter will lead to forfeiture of any right of refund.

### 4.4 SUBROGATION

EUROP ASSISTANCE is subrogated to the rights and actions of parties compensated as part of "NON-COMPLIANCE" cover, limited to the amount of the sums paid out, against any third party liable for the event which caused this cover to take effect.



## **1) GUARANTEES**

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Within the limits shown in the table of excesses and sums insured, we cover you for the refund of sums which you have paid for renting a property through a website.

Our cover only comes into effect when you can neither take possession of the rented accommodation, nor be refunded for the sums paid and which have been debited from your account, despite steps you have taken in this regard, subject to the following:

- You have a lease agreement signed by the owner or apparent representative of such
- You file a complaint concerning the dishonest or fraudulent action with the appropriate authorities; failing this, you have immediately carried out all the administrative and/or legal formalities which are required by them.
- You provide the proof that the sum has been debited (bank statements and certified copy of the cheque cashed in and provided by the bank or copy of the representation, etc.)
- The amounts you have paid were not paid in cash
- The banking institution issuing the means of payment has not reimbursed you or is in the process of reimbursing you.

## **2) COVER FOR HOTEL FEES**

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When a claim occurs that is the result of a non-conformity, as it is defined in the guarantees (Article 1) and which results as such in coverage by Europ Assistance, we shall reimburse you for the hotel fees incurred for the day the rental was initially scheduled.

This coverage is limited to the reimbursement for one night, upon presentation of the original documents up to the amount indicated in the cover table.

## **3) EXCLUSIONS**

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**In addition to the exclusions shared by all guarantees, the following are also excluded:**

- **All bookings, advance payments, deposits or payments made after you have been informed by the distributor of a suspected fraud**
- **Bookings concerning announcements for leases the content of which established clearly that the beneficiary of said deposit or advance paid had not right or authorisation to publish the announcement**
- **All circumstances which affect only the pleasure of your leased property**
- **Deposits or advance payments not reimbursed by the owner as a result of an omission by you to honour the rules established with the owner and stipulated in the lease agreement**
- **All requests for reimbursement concerning transportation costs including fuel and incurred by you to travel to the leased premises**
- **Cancellation of your trip as a result of an action by the owner before your departure who reimburses the amounts paid as per your lease contract within 30 days of notification of cancellation**
- **All bookings made prior to registering as a member of the distributor.**

## **4) OBLIGATIONS IN THE EVENT OF A CLAIM**

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You must file a criminal complaint with the competent authorities; in the absence of filing a complaint, immediately carry out the administrative and/or legal formalities which are required by them.

You affirm that you have not received partial or total refund from the advertiser or any other organisation, and you undertake to return to us any potential refund made subsequent to reporting the claim.



## 5) PROCEDURE

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### 5.1. IMMEDIATE INFORMATION

To benefit from this cover, the Insured or his/her assignees must immediately inform the Albinet firm, as well as the publisher verbally, and in writing (fax on + 33 1 48 01 84 83) or e-mail ([claim@cabinetalbinet.fr](mailto:claim@cabinetalbinet.fr)) within 72 hours of finding out about the fraud or on any suspicion of fraud.

Supplementary to the provisions set out in this notice of Important Information and subject to forfeiture of the right to claim, the Insured must take all required measures to prevent any further repercussions of the offence and limit the size of the claim.

### 5.2. REPORTING A CLAIM TO THE ALBINET FIRM

The Insured must send his notification of claim by post as stipulated in article 5.2 (page 6 of this notice of Important Information).

### 5.3. DOCUMENTS TO PROVIDE

- The receipt for filing your complaint or any other similar action is to be provided as soon as possible, and no later than eight days after it has been lodged;
- A copy of the lease agreement signed by the owner or his/her apparent representative;
- Any documents proving your payments made for reservation and their being credited to the owner;
- You undertake to send us upon request any additional document which we deem helpful in processing the file;
- E-mail or postal contact details of the owner.

If you knowingly use as documentary evidence inaccurate documents or use fraudulent means or make inaccurate or hesitant declarations, you shall forfeit any right to compensation.

## 6) REFUND METHOD

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Refund of the rental amount shall be made solely to the Policyholder or his/her assignees, to the EXCLUSION of any other individual or corporate entity.

## 7) MAXIMUM GUARANTEE AMOUNTS

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Compensation is reimbursed to the extent of the limits stipulated in the guarantee amount table.

## 8) SUBROGATION

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As stipulated in chapter 9 of section II GENERAL OBSERVATIONS in this notice of information:

After incurring expenses within the framework of our assistance and/or insurance guarantees, we are subrogated to rights and actions which you may instigate against third parties liable for the claim, as stipulated in article L.122.12 of the Insurance Code.

Our subrogation is limited to the amount of the expenses we incurred to implement this policy.





## IV. SUMMARY OF DOCUMENTS TO PROVIDE

- **How to Obtain Compensation for an Insurance Claim**

Your declaration must be sent to the ALBINET firm, at the following address: Cabinet Albinet, 5 Cité de Tréville, 75009 Paris  
OR by email [claim@cabinetalbinet.fr](mailto:claim@cabinetalbinet.fr)

In all cases, when making a declaration, provide a copy of the rental contract, duly signed and dated. If the person who is making the cancellation does not have the same surname or is not party to the rental contract, enclose an extract from the family record book or any other document proving family connection.

### **Documents to Provide in the Event of Cancellation of the Stay:**

#### **1. In the Event of Illness**

- Medical certificate and/or certificate of hospitalisation corresponding with the rental dates. If necessary: diagnosis, medical prescription, treatment, etc. (Originals.)
- Original medical leave form and extension, if necessary. (Copy.)

#### **2. In the Event of Death:**

- Original death certificate.

#### **3. In the event of redundancy, change of employer's holiday dates, transfer, obtaining a job or a paid training course provided by the ANPE (job office), refusal of visa.**

- Confirmation from the employer which attests to the economic nature of the layoff. (Original.)
- Letter from the employer attesting to the change in holiday dates. (Original.)
- Letter from the employer attesting to the transfer. (Original.)
- Letter confirming registration at the ASSEDIC (for French tenants).

#### **4. In the event of legal or administrative summons:**

- Document confirming the summons.

#### **5. In the Event of Pregnancy:**

- Certificate confirming the date the pregnancy started;
- Medical certificate or certificate of hospitalisation.

### **Documents to Provide in the Event of Termination of Stay:**

The same documents as for cancellation of stay, specifying the date of departure from the rented accommodation.

### **Documents to provide in the event of Material Damage: (policy with an excess of €75).**

- Detailed tenant declaration, failing this, a copy of the inventory and report of state of repair on arriving and leaving.
- Quotation and/or bill for purchase of the damaged item. (Original.)

### **Documents to provide in the event of water damage, fire, explosion (policy with an excess of €75).**

- Water damage: accident report, quotation (if one exists)
- Fire, explosion: declaration made on a separate sheet of paper regarding the damage sustained, circumstances, date, whether the fire brigade intervened or not and whether there were casualties, awaiting the report by the fire brigade.



### **Documents to Provide Regarding Cover for Non-Compliance of the Property Rented.**

- the original of the initial invoice paid, raised when registering the rental reservation, highlighting the said date;
- copy of the advert which came out on the publisher's website and any potential photographs of the rented property;
- the inventory and report of state of repair, photographs, statements and any other document enabling the Insurer to conclude substantial non-compliance;
- E-mail or postal contact details of the owner.

### **Steps to take and documents to be provided for cover regarding fraudulent transaction**

- The distributor must be immediately informed verbally and in writing (fax, etc.), and a complaint must be lodged with the competent authorities, a copy of which is to be sent to the Insurer as soon as possible, and no later than eight days from filing the complaint.
- In the absence of filing a complaint, immediately carry out the administrative and/or legal formalities which are required by the competent authorities and inform the Insurer as soon as possible and no later than eight days from fulfilling the formalities;
- Any documents proving your payments made for reservation and their being credited to the third party;
- Any additional documents helpful in processing the file which may be requested of you;
- E-mail or postal contact details of the owner.

**For all foreign clients: full bank account details from the financial establishment (IBAN or BIC).**

