

# Assurance « Assurance ADAR –Rental Risks »»



Assureur : Le contrat est souscrit par l'intermédiaire de Groupe Special Lines pour le compte de Groupama Rhône-Alpes Auvergne 50 rue de Saint-Cyr - 69251 Lyon cedex 09 - N° de SIRET 779 838 366 000 28,

Entreprise régie par le Code des Assurances et soumise à l'Autorité de Contrôle Prudentiel et de Résolution, 4 Place de Budapest - CS 92459 - 75436 Paris Cedex 09.



**Produit** : Annulation de location saisonnière et Responsabilité Civile de l'occupant


This background provides you a summary of the main guarantees and exclusions of the product and does not take into account your specific needs and requests.


You will find the complete information of this product in the pre-contractual and contractual documentation. In particular, the amount of the indemnities corresponds to the sums agreed between the insurer and the Policyholder of the contract and detailed in the table of guarantees.

What type of insurance is it?

The purpose of the "ADAR Rental Risks" insurance is to guarantee the tenant's civil liability towards the owner of a rented property in the frame of a seasonal rental and the reimbursement to the insured of the expenses retained by the owner in case of cancellation or interruption of stay.

 <b>What is Insured ?</b>	 <b>What is not insured ?</b>
<p>Cancellation (events a→k) /interruption (a,b,e,f,g) of stay resulting from :</p> <ul style="list-style-type: none"> <li>a) Serious illness,(*) serious injury or death of the Insured or any other individual mentioned in the rental contract and who can enjoy of the said rental. (* ) In a partial exception to the exclusions, a serious illness will be considered to be the fact of the Insured person being tested positive for Covid 19 within 7 days prior to the contractual rental start date. The guarantee will be limited to the arithmetic share of only related persons living under the same roof. The Insured person must provide a positive PCR test for the coverage to apply.</li> <li>b) Material damage resulting from theft, fire, explosion and similar events, water damage, or a natural event affecting his main and/or secondary residence and/or business premises</li> <li>c) Impediment of taking possession of the rented premises as a result of economic lay-off or transfer of the Insured</li> <li>d) Impediment to access to the rental site due to roadblocks or strikes</li> <li>e) If the Insured is forced to cancel or renounce his stay within 48 hours before or after the contractual date of starting of the rental due to a ban on sites due to pollution, flooding, fire or natural event .</li> <li>f) As a result of an administrative or judicial summons that cannot be postponed.</li> <li>g) Unavailability of the rented premises preventing their use as a result of a fortuitous event, such as fire, storm...</li> <li>h) Visa denial by the country's authorities</li> <li>i) Theft of identity card, passport 48 hours before departure.</li> <li>j) Impediment to access of the rental premises on the day scheduled for taking possession of the rented premises as a result of the theft or attempted theft of the vehicle.</li> <li>k) If the insured's holiday dates have been changed by decision of his employer.</li> </ul> <p><b>Rental liability following</b> a fire, explosion, water damage, frost occurring in the premises, the pecuniary consequences of the liability of tenants or occupants under articles 1732 to 1735 and 1302 of the Civil Code for damage caused to movable and immovable property belonging to the owner.</p> <p><b>Recourse by neighbours</b> and third parties following a fire, explosion, water damage or frost damage occurring in the premises, the financial consequences of the liability that tenants or occupants may incur under Articles 1240, 1241 and 1242 of the Civil Code for any physical and material damage caused to neighbours and third parties</p> <p><b>Liability for material damage</b> caused to movable goods that is the subject of the inventory and which is located inside the r</p>	<p>Boat and vehicle rentals Rentals of more than 91 days. The General Civil Liability of the tenant The repatriation of insured persons, unless mentioned in the Special Conditions. Any claim originating prior to the date of subscription of this contract.</p>

 <b>Where am I covered ?</b> Cancellation: Interruption: for the renters of the whole world,for rentals in the European Union
<ul style="list-style-type: none"> <li>✓ Cancellation: Interruption: for the renters of the whole world,for rentals in the European Union</li> <li>✓ Civil Liability Rental: for rentals located in France</li> </ul>

 <b>Are there any restrictions on cover ?</b>
<p><b>Exclusions applicable to the « Cancellation » and « Interruption of stay » cover:</b></p> <ul style="list-style-type: none"> <li>• Pregnancy beyond the 28th week or childbirth,</li> <li>• The Consequences of Participation in a cure, an aesthetic treatment, a psychic or psychotherapeutic treatment not accompanied by hospitalization of at least 3 days,</li> <li>• Accidents and illnesses whose origin is known before the contract is taken out, unless there is an unforeseeable change in health.</li> <li>• The foreseeable alteration of pre-existing health at the time of subscription,</li> <li>• Disputes or disputes based on a description or inventory of fixtures,</li> <li>• Economic lay-off or professional transfer whose procedure is initiated at the time of subscription.</li> <li>• The accident for which the insured has been positively tested for alcohol or drug use in proportion to the legal rate in force constituting</li> </ul>

an offence.

- The accident, as a pilot of a flying vehicle, during participation in a motor sport event and their preparatory tests,
- The lack of vaccination or the impossibility of vaccination.
- Cancellations due to the approved intermediary
- Reimbursement of the insurance contribution.
- Changes in holiday dates if one of the occupants is a company manager, a professional, a craftsman or an intermittent entertainer
- Epidemics and/or pandemics and/or illnesses of viral and/or bacterial origin recognized by the French authorities at stage 2 or 3 and/or recognized in phase 4 by the WHO or that are declared by the WHO to constitute a public health emergency of international concern leading to the implementation, in any State concerned by the Insured person's activities, of national or local compulsory and restrictive measures related to the movement of persons and/or the organization of shows or events with a live audience and/or actions concerning property and persons taken as part of the above health measures.
- Atypical pneumopathy and/or the influenza virus A-H1N1 and/or avian influenza and/or severe acute respiratory syndrome.
- The epidemic referred to as Covid 19, an illness related to the SARS-COV-2 virus as well as any illness caused by coronaviruses and their possible mutation(s).

#### Exclusions applicable to the Occupant's Civil Liability coverage

- Any damage to property located outside France
- Any losses not involving the tenant's civil liability.
- Any damage, theft or disappearance of the Rental company's goods,
- The theft or disappearance of the owner's furniture,
- House cleaning expenses,
- 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.



## What are my obligations ?

**At subscription of the contract :** Pay the contribution indicated in the contract and as soon as your rental contract is signed or deposits have been paid, you have 10 days to subscribe to ADAR insurance. After this period, subscription is still possible, but you will only benefit from all the guarantees after a 7-day waiting period has been applied, during which no guarantee can take effect. (except for the Occupant's Civil Liability coverage, which takes effect the day after noon of the premium payment)

### How to claim ?

Make the claim report to the insurer within fifteen days of the date on which the policyholder became aware of it. Provide all supporting documents necessary for the payment of the compensation provided for in the contract.

### Take all necessary measures to limit the damage.



## When and how do I pay?

The special premium is payable in advance according to the terms of contract

The payment can be processed by banking means of payment.



## When does the cover start and end?

Subject to payment, the INTERRUPTION AND RESIDENCE Cancellation guarantees apply from **Date de Début de la garantie** to **Date de Fin de la garantie** provided that the insurance was purchased before the start date of the rental period, and within a maximum of 10 days following the signature of the contract of rental or payment of the deposit or deposit.

If the insurance was purchased after the maximum period of 10 days following the signature of the rental contract or the payment of the down payment or deposit; the INTERRUPTION AND RESIDENCE Cancellation benefits will only be acquired after the application of a 7-day waiting period during which no coverage can take effect, (except for the occupant's civil liability coverage which takes effect the day after noon of the premium payment).



## How do I cancel the contract?

**You have the right to waive this contract for a period of thirty (calendar) days** from its conclusion, without any costs or penalties.

However, if you benefit from one or more insurance premiums offered to you, so that you do not have to pay a premium over one or more months at the beginning of the contract, this period runs only from the payment of all or part of the first premium.

The exercise of the right of waiver is subject to the following four conditions:

- 1° You have subscribed to this contract for non-professional purposes;
- 2° This contract comes in addition to the purchase of a good or service sold by a supplier;
- 3° The contract you wish to waive is not fully executed;
- 4° You have not declared any loss guaranteed by this contract.

**How to exercise this right in this situation ?** You can exercise your right to waive this contract by letter or any other durable medium addressed to the insurer of the contract. The insurer is required to reimburse you the premium paid within 30 days of your waiver.

**In addition, to avoid double-dipping, you are invited to check that you are not already**