



PROPERTY DAMAGE INSURANCE

YOUR POLICY SUBSCRIPTION No. **65.529.353.**
REGULATED BY THE FRENCH INSURANCE CODE

The purpose of this policy is to issue the guarantees stipulated herein under to short-term lease-takers for all leased property located in European Union member nations, Switzerland, Malta, Monaco, Andorra and Saint Bart's and for a maximum rent of €15,000.

LEASE-TAKER / INSURED

Any physical person acting as a tenant, of French or other nationality, leasing furnished property over a short term.

The following are deemed insureds: the lease-taker, his or her spouse (including acknowledged partner or person subject to a PACS civil union), as well as all other persons (with no kinship ties) designated in the registration form for this policy and who benefits from the said lease.

SHORT-TERM LEASE: Lease lasting less than ninety (90) days in premises for which the insured is not the owner nor tenant with an annual lease.

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

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

BROKER: Cabinet ALBINET, insurance brokerage trading under the name ADAR-RL, a joint stock company, registered equity of EUR 250,000 – listed in the Paris Trade and Companies Register under No. B 582 136 289.

GUARANTEE APPLICATION

Eligibility for ADAR-RL guarantees is applicable in signing the short-term lease agreement and in paying the ADAR-RL premium stipulated in the said agreement for which the rent stated in the lease agreement is used as the basis for compensation.

The guarantee automatically ceases upon departure from the premises by the insured or at the date at which the trip is interrupted upon handing over the keys to a representative of the authorised intermediary.

OCCUPYING TENANT LIABILITY GUARANTEE FOR PROPERTY DAMAGE:

The insurer must cover:

a) Tenancy liability

Following fire, explosion, water damage or frost arising in the premises, the financial consequences of the liability incurred by tenants or occupants pursuant to articles 1732 to 1735 and 1302 of the French Civil Code for damage caused to fixed and movable property belonging to the owner of the leased accommodation, assessors' fees and travel and replacement cost as well as costs for ensuring new accommodation made necessary following a covered claim.

The insurer also provides cover for the financial consequences, loss of rent or privation of use by the owner. This guarantee applies to the extent of EUR 1,500,000 irrespective of the type of damage.

b) Recourse by neighbours and third parties

Following fire, explosion, water damage or frost arising in the premises, the financial consequences and liability incurred by tenants or occupants pursuant to articles 1382, 1383 and 1384 of the French Civil Code for all property damage caused to neighbours and third parties and for which the lease liability guarantee applies.

This guarantee applies to the extent of EUR 450,000 irrespective of the type of damage.

c) Property damage liability

Other accidental damage incurred to movable property listed in the inventory and located in the leased accommodation and other fixtures belonging to the owner of the leased accommodation. This guarantee applies to the extent of EUR 2,500 less the fixed-rate deductible of EUR 60.

EXCLUSIONS

The following are excluded from the guarantees stipulated herein above:

1-General exclusions

- **Damage arising directly or indirectly from:**
 - an intentional or fraudulent act committed by the Insured
 - a state of war (foreign or civil)
 - events qualified as a natural catastrophe (damage arising from volcanic eruptions, earthquakes, action by the sea, tidal waves, landslides and other events of a catastrophic nature unless said events are declared "natural catastrophes")
 - a nuclear risk (damage of a nuclear origin or caused by any radioactive source)

2- Exclusions applicable to the Occupant Liability guarantee

- All damage not incurring the liability of the tenant
- All damages concerning rentals whereby the amount exceeds the rent defined in the preamble.
- All damage to the tenant's property
- Damage arising from intentional deterioration, cigarette burns or any other smoker's articles
- Damage caused by household pets in the custody of the insured
- All damage caused by humidity, condensation, mist, smoke
- Breakdowns of appliances made available to the insured
- Damage caused to lamps, fuses, electronic tubes, cathode ray tubes, semi-conductor crystals, resistors and heated covers
- Costs for repairs, unblocking or replacing conduits, tabs and fitted appliances in plumbing and heating facilities
- Theft of objects stored in courtyards, on patios and in gardens
- Theft of objects stored in common areas made available to multiple tenants and occupants except in the event of break-ins
- Theft or loss of keys to the premises
- Damage incurred whilst enclosed premises in which insured items are stored are occupied in full by third parties other than the tenant, the tenant's representatives or persons authorised by the tenant
- Damage arising from usage or utilisation not in compliance with the lease agreement
- Consequences of contractual undertakings insofar as they exceed the consequences by which the beneficiary is legally bound.

PRESCRIPTION SUBROGATION

Any action arising from this policy is subject to two-year prescription. The prescription term begins on the date of the event prompting the said action under the conditions stipulated by articles L.114-1 and L.114-2 of the French Insurance Code. The insurer is subrogated with regard to the insured's rights for all parties liable for the claim covered by compensation.

CONSUMER INFORMATION

Electronic Data Processing and Privacy: The insured may request disclosure and rectification of all information concerning him or her, as listed in all files used by the insurer, its representatives or any professional organisation.

Client relations: Cabinet Albinet reviews the substance of all requests and complaints made by the insured. If the response provided after the said review fails to meet expectations, the insured may submit his or her complaint to TOKIO MARINE EUROPE INSURED LIMITED. In the event of persistent disagreement after its response, the insured is entitled to contact the mediator for which TOKIO MARINE EUROPE INSURED LIMITED – 66 rue de la Chaussée d'Antin- 75441 Paris Cedex 09 - will provide contact details upon request without affecting other legal means of action.

Autorité de contrôle Prudential et de résolution: the official body tasked with ensuring compliance with statutory and regulatory provisions concerning insurance is Autorité de Contrôle Prudential, 61 rue Taitbout, 75009 Paris.

Supervisory authority: Pursuant to Article L. 112-4 of the French Insurance Code, it is hereby stipulated that the supervisory authority regulating TOKIO MARINE EUROPE INSURANCE LIMITED is the Financial Services Authority, 25 The North Colonnade – Canary Wharf – London E14 5HS – ENGLAND.

HOW TO OBTAIN COMPENSATION

You must first inform your letting agency by registered letter of any event which may apply the policy's guarantees from the day on which you become aware of such and within five days of the event. You must send ADAR-RL (after confirmation by your letting agency) all the documentary proof required to process your claim: acknowledgement of liability by the occupying tenant and/or incoming and outgoing inventory of fixtures and/or a picture of the furniture/property damaged, copy of the lease agreement, estimate or invoice for the repair, etc.) to the following address: **ADAR-RL C/O Cab. ALBINET- S.A.V. 5, cité de Trévise – 75 009 PARIS - Fax: 01 48 01 84 83 e-mail: claim@cabinetalbinet.fr** Do not forget to include your full address, telephone details and e-mail address, name of your letting agency, our lease reference number and the start and end dates of your stay.