

Junot

Information notice on unpaid rent

1. GUARANTEES

I. LITIGATION COSTS

The insurer guarantees all litigation costs related to the application of titles II, III, IV, V such as bailiff's fees, lawyer's fees, furniture storage or locksmith's fees.

II. UNPAID RENT COVER

The insurer guarantees the owner-lessor and its agent against all risks of unpaid rent. The cover applies, without limitation of duration, from the first month in which total or partial failure to pay on the due date is observed.

III. COVER FOR OCCUPANCY COMPENSATION

The insurer guarantees the owner-lessor and its agent against all risks of non-payment of occupancy compensation set by a judgement.

IV. COVER FOR RECOVERABLE CHARGES AND TAXES

The insurer guarantees the owner-lessor and its agent against all risks of non-payment of the charges and taxes provided for in the lease and borne by the lessee.

V. RENTAL REPAIR COVER

The insurer guarantees the owner-lessor and its agent against all risks of non-payment of rental repairs for which the lessee is liable, up to a limit of €10,000 per claim.

The insurer also undertakes to cover the financial loss suffered by the insured-owner resulting from the damage defined above, when the condition of the premises makes it impossible to re-lease the premises before are carried out.

This cover shall apply for the period required for the work covered, but may not exceed twice the monthly receipts.

For the proper application of this cover, it is specified that:

- Only damage attributable to the lessee, due to the obligations arising from the law applicable to the lease in force on the day of the observation, shall be borne, furniture and maintenance being always excluded from the insurance;
- Only damage resulting from the comparison between the joint outgoing inventory of a lessee and the entry inventory drawn up at the time of the entry of this same lessee, may be covered by the insurer.

VI. MOVING EXPENSES COVER

The lessee is a third party to the contract between the insurer and the owner.

Provided that the guarantee is acquired by the owner, and that it does not lapse on the occasion of a claim, it is stipulated for the benefit of the lessee who is in a state of unpaid rent, the payment of removal costs within the limit of 2 months of rent (Article 1121 of the French Civil Code and L 112.1 of the French Insurance Code).

This cover applies without recourse against the lessee and if the move out is effective within 4 months following the first unpaid term.

VII. LEGAL PROTECTION

The cover is extended by €6,000 per claim to cover litigation costs incurred for any dispute arising from the application of the lease excluding rent collection costs, charges, taxes and occupation compensation.

VIII. MAXIMUM COMMITMENT OF THE INSURER

The maximum commitment of the insurer for all covers I, II, III, IV and VI is €90,000 per claim.
The cover provided for in paragraphs I, II, III and IV shall apply for an unlimited period.

2. EXCLUSIONS

ONLY EXCLUDED:

- Receipts for a monthly amount greater than €3,100 incl. VAT excluding index increase;
- Lessees in arrears on the effective date of owner-lessor subscription;
- Lots not declared to the insurance company;
- Events known prior to subscription taking effect;
- The intentional act of the owner-lessor or his/her agent;
- Collective suspension of rent payments imposed by a legal or administrative authority;
- A strike organised by a recognised lessee organisation or by a public or private service;
- Obstruction by the owner-lessor or his/her agent of recourse to the insurer or the application of the termination clause provided for in the lease;
- Damage covered by the home insurance policy of the lessee, owner-lessor or co-ownership association to which the insured lot belongs;
- Rental repairs resulting from obsolescence, workmanship defects, construction defects, fortuitous events or force majeure;
- The rental repair cover in the absence of an inventory when the lessees leave;
- Fixed movable property, whether sealed or not, under the rental repair cover;
- Unsanitary or dangerous buildings;
- Buildings requisitioned or occupied by occupants without right or title;
- Seasonal rentals;
- Non-payment or non-return of funds received by the agent or its employees;
- Non-compliance with the obligations referred to in chapter C-Operation;
- Civil or foreign war, natural disasters, nuclear explosions.

The information notice only implies a presumption of cover payable by the insurer