

# Trip cancellation insurance

Insurance product information document



**Company:** HELVETIA Global Solutions Ltd, a limited liability company with a capital of 77,480,000.00 Swiss francs - **Address:** Aeulestrasse 60, 9490 Vaduz, Liechtenstein, registered in the Trade Register of the Principality of Liechtenstein under number FL-0002.191.766-9, licensed as an insurance company by the Financial Market Supervisory Authority of the Principality of Liechtenstein (FMA Liechtenstein). Helvetia is authorised to carry out insurance business in France in respect of the freedom to provide services, notified to the ACPR (REFASSU ID: 224324).

**Product:** Neat Camping - FLEX +

This document summarises the main features of the product. It does not take into account your specific needs and requests. Full product information can be found in the pre-contractual and contractual documentation.

## What type of insurance is it?

Neat Camping - FLEX+ is an insurance policy designed to cover the Insured for and during their trip.



### What is insured?

✓ **“ALL RISKS (subject to named exclusions)” CANCELLATION**  
Maximum €5,000 per person and €30,000 per event. No deductible.

✓ **CANCELLATION WITHOUT PROOF**  
Up to €5,000 per claim. Deductible of 30% of the total amount of the stay.

✓ **MODIFICATION COSTS**  
Maximum cover of €2,000 per person and €10,000 per event.

**LATE ARRIVAL**  
Reimbursement of unused land-based services in proportion to the length of the rental period, up to a maximum of €4,000 per rental or pitch, within the limit of €25,000.  
Deductible: 1 day.

**INTERRUPTED STAY COSTS**  
Reimbursement of unused land-based services on a prorata temporis basis, including any rental cleaning costs, in the event of early return.  
Coverage up to a maximum of €4,000 per person and €25,000 per event. Deductible: 1 day.

**RENTAL DAMAGE**  
Reimbursement of damage up to €800 per claim. Deductible and threshold triggering cover: €60.

**REPLACEMENT VEHICLE**  
Coverage of a replacement vehicle of an equivalent category to the immobilised vehicle for a maximum of 3 consecutive days.

**PERSONAL ITEMS LEFT BEHIND IN THE RENTAL PROPERTY**  
Payment for the return of a single item, up to a maximum of €150 per claim.

**VETERINARY CARE AND ASSISTANCE FOR DOGS AND CATS**  
Coverage of up to 2 veterinary appointments per stay, up to a maximum of €250 for all Medical Care and Assistance benefits.



### What is not insured?

✗ **Anything not mentioned in the “What is covered?” list opposite.**



### Are there any exclusions to coverage?

**The main policy exclusions are:**

- ✗ **Consequences and/or events resulting from strikes, terrorist attacks or acts of terrorism.**
- ✗ **Intentional fault on the part of the insured.**
- ✗ **Illnesses or accidents involving an initial diagnosis, treatment or hospitalisation between the time the trip is booked and the time the policy is taken out.**
- ✗ **Pregnancy complications beyond the 6th month.**
- ✗ **fault of the trip organiser, airline or train company.**



## Where am I covered?

Cover applies worldwide.



## What are my obligations?

### - When you take out the policy

The Insured must pay the premium.

The Insured must answer all questions asked by the Insurer, in particular on the declaration form, to enable the Insurer to assess the risks covered.

### - In the event of a loss

The Insured must declare the loss within 5 working days of becoming aware of it.

The Insured must provide the Insurer with all supporting documents required for activating the insurance cover and assistance benefits indicated in the policy.



## When and how do I make payments?

Premiums are payable to the insurer or its representative at the time the policy is taken out.

Payments can be made by bank card, cheque, money order or bank transfer.



## When does coverage begin and end?

### Start of cover

- "All risks (subject to named exclusions)" cancellation: on the date this policy is taken out.
- Forgotten items: on the date of departure from the holiday venue
- Other cover: on the date of arrival at the holiday venue

### End of cover

- "All risks (subject to named exclusions)" cancellation: on the day the stay begins
- Forgotten items: 10 days after the insured returns home
- Other cover: on the date of departure from the holiday venue



## How can I terminate the contract?

As this is a temporary contract, it cannot be terminated.

## INFORMATION AND ADVICE PROVIDED PRIOR TO SIGNING THE POLICY "FLEX +"

Information sheet generated by the campsite on behalf of the customer for possible adhesion to a "Flex +" insurance policy.

This document is provided in accordance with Articles L112-2 et seq., L513-2 and L521-2 et seq. of the French Insurance Code. The information we collect from you is necessary for us to advise you on an insurance policy that meets your requirements and needs.

In accordance with article L. 521-6 of the French Insurance Code, you acknowledge that you have been informed that you may receive information and documents concerning the insurance policy on a durable medium other than paper.

**This information and advice sheet does not constitute a commitment on your part and is not binding on the insurer. To find out about your rights and obligations in respect of the contract, please refer to the contractual provisions sent to you prior to enrolment.**

### YOUR NEEDS

You are a campsite customer and are about to book a trip.

To protect yourself against the risk of your holiday being cancelled, you wish to take out insurance cover.

In view of your situation and the information you have provided regarding your insurance needs, we feel that the "Flex +" insurance policy presented here is the right solution for you.

### INFORMATION ON THE INSURANCE POLICY

**The Flex + contract is a group damage insurance policy:**

- **Taken out by NEAT** (hereinafter "the Broker Manager" or "Neat"), an insurance brokerage firm (simplified joint stock company) with a share capital of €58,462.00, whose registered office is at 117 Quai de Bacalan, 33300 BORDEAUX, registered with the Bordeaux Trade and Companies Register under number 913 676 581, and with ORIAS under number 22004644, Professional Liability and Financial Guarantee, in accordance with Articles L 512-6 and L 512-7 of the French Insurance Code.
- **With the Insurer Helvetia Global Solutions Ltd** (hereinafter "the Insurer" or "Helvetia"), a limited liability company incorporated under the laws of Liechtenstein, whose registered office is at Aeulestrasse 60, 9490 Vaduz, Principality of Liechtenstein, registered in the Trade Register of the Principality of Liechtenstein under number FL-0002.191.766- 9, licensed as an insurance company by the Financial Market Supervisory Authority of the Principality of Liechtenstein (FMA Liechtenstein). Helvetia is authorised to carry out insurance business in France in respect of the freedom to provide services, notified to the ACPR (REFASSU ID: 224324). Helvetia is supervised by FMA Liechtenstein, Landstrasse 109, Postfach 279, 9490 Vaduz, Principality of Liechtenstein.
- **Distributed by NEAT's partner distributor campsite.**

NEAT manages enrolments and claims on behalf of Helvetia.

The Contract is presented by the campsite and its duly authorised staff who have signed a distribution sub-delegation contract with NEAT.

The Contract is subject to applicable French regulations.

NEAT and Helvetia (as insurance companies operating in France in respect of the freedom to provide services) are subject to supervision by the Autorité de Contrôle Prudentiel et de Résolution (Prudential Supervision and Resolution Authority), 4 Place de Budapest CS 92549 75436 Paris Cedex 09.

Under this contract, NEAT is remunerated on a commission basis, i.e. a fee included in the insurance premium, calculated on the basis of qualitative criteria, so as not to prejudice customers' interests.

## TABLE OF BENEFITS

INSURANCE COVER	CEILINGS AND DEDUCTIBLES
<p><b><u>"ALL RISKS (subject to named exclusions)" CANCELLATION</u></b></p>	<p>Maximum €5,000 per person and €30,000 per event.</p> <p>No deductible.</p>
<p><b><u>CANCELLATION WITHOUT PROOF</u></b></p>	<p>Reimbursement of cancellation costs up to €5,000 per claim. Deductible of 30% of the total amount of the stay.</p>
<p><b><u>MODIFICATION COSTS</u></b></p>	<p>Maximum cover of €2,000 per person and €10,000 per event.</p>
<p><b><u>LATE ARRIVAL</u></b></p>	<p>Reimbursement of unused land-based services in proportion to the length of the rental period, up to a maximum of €4,000 per rental or pitch, capped at €25,000.</p> <p>Deductible: 1 day.</p>
<p><b><u>RENTAL DAMAGE</u></b></p>	<p>Reimbursement of damage up to €800 per claim. Deductible and threshold triggering cover: €60.</p>
<p><b><u>INTERRUPTED STAY COSTS</u></b></p>	<p>Reimbursement of unused land-based services on a prorata temporis basis, including any rental cleaning costs, in the event of early return.</p> <p>Coverage up to a maximum of €4,000 per person and €25,000 per event.</p> <p>Deductible: 1 day.</p>
<p><b>REPLACEMENT VEHICLE</b> following a breakdown, physical accident or theft during your stay.</p>	<p>Coverage of a replacement vehicle of an equivalent category to the immobilised vehicle for a maximum of 3 consecutive days</p>
<p><b><u>PERSONAL ITEMS FORGOTTEN IN THE RENTAL PROPERTY:</u></b> Reimbursement of shipping costs for personal items forgotten in the rental property</p>	<p>Payment for the return of a single item, up to a maximum of €150 per claim.</p>
<p><b><u>VETERINARY CARE AND ASSISTANCE FOR DOGS AND CATS, including:</u></b></p> <ul style="list-style-type: none"> <li>✓ Advice and reports to the appropriate agencies if a pet runs away or disappears</li> <li>✓ Recovery costs</li> <li>✓ Rabies testing costs (in the event of disappearance abroad)</li> </ul>	<p>Coverage of up to 2 veterinary appointments per stay, up to a maximum of €250 for all Medical Care and Assistance benefits.</p>

### INFORMATION ON HANDLING CLAIMS CONCERNING YOUR INSURANCE POLICY

In the event of disagreement or dissatisfaction with the implementation of your insurance policy, we suggest that you inform NEAT by calling **05 54 54 25 22** (Service available from 10 am to 12 noon and 2 to 4 pm) or by writing to **reclamation@neat.eu**.

If you are not satisfied with the response you receive, you can send a letter (quoting the reference number of the claim concerned and enclosing copies of any supporting documents) to:

**partnerbusiness-nl@helvetia.ch**

Helvetia will acknowledge receipt of your letter within 10 working days. It will be processed within 2 months at the latest.

If the disagreement continues, you can contact La Médiation de l'Assurance (insurance mediation service) by post at:

**La Médiation de l'Assurance**  
**TSA 50110**  
**75441 Paris Cedex 09**  
**<http://www.mediation-assurance.org>**

The opinion of the Insurance Mediator is not binding on the parties, who are free to accept or reject the proposed solution and refer the matter to the court with jurisdiction.

The provisions of this paragraph are without prejudice to other legal action.

#### **MULTI-INSURANCE WAIVER**

Appendix to article A. 112-1 of the French Insurance Code:

You have the right to cancel this contract within thirty (calendar) days of its signature, without charge or penalty. However, if you benefit from one or more insurance premiums offered to you, so that you do not have to pay a premium for one or more months at the start of the contract, this period only runs from the payment of all or part of the first premium.

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

- 1° You have taken out this policy for non-professional purposes;
- 2° This policy comes in addition to the purchase of a good or service sold by a service provider;
- 3° The policy you wish to cancel has not been fully executed;
- 4° You have not declared any losses covered by this policy.

In this case, you can exercise your right to cancel the contract by sending a letter or any other durable medium to the policy insurer. The insurer is obliged to refund the premium paid within thirty days of your cancellation.

In addition, to avoid the duplication of insurance cover, we recommend checking that you are not already insured by a policy covering one of the risks featured in the policy you have taken out.

#### Sample cancellation letter:

"I, the undersigned, (Surname, First name and Address), hereby cancel my adhesion to FLEX + cover. Executed on (Date and Place), Signature ".

If you exercise your right to cancel, the Insurer is obliged to reimburse any premium paid within 30 days of the date on which you exercise your right to cancel.

However, the full premium remains payable to the Insurer if you exercise your right to cancel if a claim is made activating the cover provided by the policy during the 30-day period of consideration.

**Please note: The right to cancel does not apply to travel or luggage insurance policies or similar short-term insurance policies of less than one month's duration.**

# CAMPSITE INSURANCE

<b>INSURANCE POLICY INFORMATION NOTICE</b>
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**HOW TO CONTACT NEAT**

Via the website :

<https://declare.neat.eu/campings-independants>By e-mail : [sinistre@neat.eu](mailto:sinistre@neat.eu)

**Please be sure to have the following information at hand:**

- Your policy number,
- Your first and last name,
- Your home address,
- The telephone number where we can reach you,
- The reason for your claim.

**You will be given an insurance claim number. You should always refer to it when dealing with our Insurance Department.**

**TABLE OF BENEFITS**

INSURANCE COVER	CEILING AND DEDUCTIBLES
<p><u>"ALL RISKS (subject to named exclusions)"</u> <u>CANCELLATION</u></p>	<p>Maximum €5,000 per person and €30,000 per event.</p> <p>No deductible.</p>
<p><u>CANCELLATION WITHOUT PROOF</u></p>	<p>Reimbursement of cancellation costs up to €5,000 per claim. Deductible of 30% of the total amount of the stay.</p>
<p><u>MODIFICATION COSTS</u></p>	<p>Maximum cover of €2,000 per person and €10,000 per event.</p>
<p><u>LATE ARRIVAL</u></p>	<p>Reimbursement of unused land-based services on a pro rata temporis basis, up to a maximum of €4,000 per rental or pitch, limited to €25,000.</p> <p>Deductible: 1 day.</p>
<p><u>RENTAL DAMAGE</u></p>	<p>Reimbursement of damage up to €800 per claim.</p> <p>Deductible and threshold triggering cover: €60.</p>
<p><u>INTERRUPTED STAY COSTS</u></p>	<p>Reimbursement of land-based services on a prorata temporis basis, including any rental cleaning costs, in the event of early return.</p>
<p><u>REPLACEMENT VEHICLE</u> following a breakdown, physical accident or theft during your stay.</p>	<p>Coverage up to a maximum of €4,000 per person and €25,000 per event.</p> <p>Deductible: 1 day.</p>
<p><u>REPLACEMENT VEHICLE</u> following a breakdown, physical accident or theft during your stay.</p>	<p>Coverage of a replacement vehicle of an equivalent category to the immobilised vehicle for a maximum of 3 consecutive days</p>
<p><u>PERSONAL ITEMS FORGOTTEN IN THE RENTAL PROPERTY:</u> Reimbursement of shipping costs for personal items forgotten in the rental property</p>	<p>Payment for the return of a single item, up to a maximum of €150 per claim.</p>
<p><u>VETERINARY CARE AND ASSISTANCE FOR DOGS AND CATS, including:</u> ✓ Advice and reports to the appropriate agencies if a pet</p>	<p>Coverage of up to 2 veterinary appointments per stay, up to a maximum of €250 for all Medical Care and Assistance benefits.</p>



runs away or disappears	
<ul style="list-style-type: none"> <li>✓ Recovery costs</li> <li>✓ Rabies testing costs (in the event of disappearance abroad)</li> </ul>	

**DATE COVER BECOMES EFFECTIVE:**

- ✓ "All risks (subject to named exclusions)" cancellation: on the date this policy is taken out
- ✓ Forgotten items: on the date of departure from the holiday venue
- ✓ Other cover: on the date of arrival at the holiday venue

**EXPIRY OF COVER:**

- ✓ "All risks (subject to named exclusions)" cancellation: on the date the stay begins
- ✓ Forgotten items: 10 days after the insured returns home
- ✓ Other cover: on the date of departure from the holiday venue

**TIME LIMIT FOR TAKING OUT A POLICY:** This policy must be taken out at the same time as the holiday booking or before the cancellation fee schedule begins.

The cover validity period corresponds to the duration of the services sold by the trip organiser. **In no case may the cover period exceed 3 months from the date of departure to the holiday venue.**

**PREAMBLE**

**The FLEX+ contract is a group insurance policy with optional individual enrolments:**

- **Taken out by NEAT** (hereinafter "the Broker Manager" or "Neat"), an insurance brokerage firm (simplified joint stock company) with a share capital of €58,462.00, whose registered office is at 117 Quai de Bacalan, 33300 BORDEAUX, registered with the Bordeaux Trade and Companies Register under number 913 676 581, and with ORIAS under number 22004644, Professional Liability and Financial Guarantee in accordance with Articles L 512-6 and L 512-7 of the French Insurance Code,
- **With the Insurer Helvetia Global Solutions Ltd** (hereinafter "the Insurer" or "Helvetia"), a limited liability company incorporated under the laws of Liechtenstein, whose registered office is at Aeulestrasse 60, 9490 Vaduz, Principality of Liechtenstein, registered in the Trade Register of the Principality of Liechtenstein under number FL-0002.191.766-9, licensed as an insurance company by the Financial Market Supervisory Authority of the Principality of Liechtenstein (FMA Liechtenstein). Helvetia is authorised to carry out insurance business in France in respect of the freedom to provide services, notified to the ACPR (REFASSU ID: 224324). Helvetia is supervised by FMA Liechtenstein, Landstrasse 109, Postfach 279, 9490 Vaduz, Principality of Liechtenstein,
- **Distributed by the distribution network of the Policyholder, which has signed a distribution agreement with NEAT.**

NEAT and Helvetia (as insurance companies operating in France in respect of the freedom to provide services) are subject to supervision by the Autorité de Contrôle Prudentiel et de Résolution (Prudential Supervision and Resolution Authority), 4 Place de Budapest CS 92549 75436 Paris Cedex 09.

## DESCRIPTION OF COVER

**“ALL RISKS (SUBJECT TO NAMED EXCLUSIONS)” CANCELLATION AND MODIFICATION FEES****WHAT DO WE COVER?****“ALL RISKS (SUBJECT TO NAMED EXCLUSIONS)” CANCELLATION**

We reimburse deposits or any sums retained by the trip organiser, **within the limits and minus any deductible, indicated in the Table of Benefits**, when you are forced to cancel your trip before departure (outbound).

**MODIFICATION COSTS**

If the dates of your stay are changed for any of the reasons listed above, we will reimburse you for the costs incurred in rescheduling the dates of the trip covered, as stipulated in the terms and conditions of sale.

In all cases, the amount of this indemnity may not exceed the amount of the cancellation fees due on the date of the event giving rise to the modification.

**Cancellation cover and modification cover are non-cumulative****WHAT WE EXCLUDE:**

As well as the exclusions listed under "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVER?", we cannot intervene if cancellation results from:

- illness or accident involving an initial diagnosis, a relapse, aggravation or hospitalisation between the date the trip was purchased and the date the insurance policy was taken out;
- any circumstance that only affects the enjoyment of your trip;
- the fact that the French Ministry of Foreign Affairs had advised against visiting your travel destination;
- any event for which the trip organiser may be held liable pursuant to Act no. 92-645 of 13 July 1992;
- any event occurring between the booking date of your trip and the date this policy was taken out;
- pregnancy complications beyond the 6th month.
- An event, illness or accident involving an initial observation, relapse or hospitalisation between the trip purchase date and the date the insurance policy is taken out,
- Any circumstance only affecting enjoyment,
- Pregnancy and, in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and its consequences, as well as complications due to pregnancy beyond the 28th week,
- Neglecting vaccination,
- Default of any kind, including financial default, on the part of the carrier, making it impossible to fulfill its contractual obligations,
- Lack of or an excessive amount of snow,
- Any medical event of a psychic, psychological or psychiatric nature which has not entailed hospitalisation for more than 3 consecutive days subsequent to taking out this Policy,
- Pollution, the local health situation, natural disasters covered by the procedure indicated in Act no. 82.600 of 13 July 1982, as well as their consequences, and meteorological or climatic events,
- The consequences of criminal proceedings against you,
- Any other event occurring between the date the insurance policy was taken out and the departure date of your trip
- Any event occurring between the date the holiday was booked and the date the insurance policy was taken out.
- No risk,
- An intentional and/or legally reprehensible act, the consequences of the influence of alcohol or the

consumption of drugs or any narcotic substance mentioned in the Public Health Code and medicines and treatments not prescribed by a doctor,

- The fact that the Ministry of Foreign Affairs of the insured's country has advised against visiting the trip destination,
- An act of negligence on your part,
- Any event for which the trip organiser may be responsible or liable in application of the current Tourism Code,
- Non-presentation, for any reason, of documents essential to the stay, such as a passport, driving licence, identity card, visa, travel tickets or vaccination record, except in the event of theft, within 48 hours prior to departure.

**“All risks (except named exclusions)” cancellation cover does not cover the impossibility of leaving due to the closure of borders, the material organisation, or accommodation or safety/security conditions at the destination.**

### **WHAT AMOUNT DO WE COVER?**

We cover the amount of cancellation costs incurred on the date of the insured event, in accordance with the trip organiser's General Terms and Conditions of Sale, with a maximum amount and a deductible as indicated in the Table of Benefits.

The insurance premium is never refundable.

### **HOW LONG DO YOU HAVE TO REPORT A CLAIM?**

1. Medical reasons: you must file your claim as soon as it is established that your state of health is serious enough to contraindicate your trip, and have this certified by a competent medical authority. If you cancel after the date of this contraindication, our reimbursement will be limited to the cancellation fees applicable at the date of contraindication (calculated according to the trip organiser's schedule).
2. With any other reason for cancellation: you must declare your loss as soon as you become aware of an insured event. If you cancel your stay after this date, our reimbursement will be limited to the cancellation fees applicable at the date of the event (calculated according to the trip organiser's schedule).
3. If the loss has not been declared directly to us by the travel agency or trip organiser, you must notify us within 5 working days of the insured event.

### **WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A LOSS?**

Your declaration must be accompanied by:

- ◆ In the event of illness or accident, a medical certificate specifying the origin, nature, severity and foreseeable consequences of the illness or accident,
- ◆ In the event of death, a death certificate and civil status form,
- ◆ In other cases, any supporting documents.

**You must provide us with the documents and medical information we need to investigate your claim, using the pre-printed envelope with the name of the medical advisor that we will send you on receipt of the notification of loss, together with the medical questionnaire to be completed by your doctor.**

**If you do not have these documents or information, you must obtain them from your doctor and send them to us using the pre-printed envelope indicated above.**

**You must also send us, in a pre-printed envelope with the name of the medical advisor, any**

**information or documents requested to justify the reason for your cancellation, including:**

- ◆ All photocopies of prescriptions for medicines, tests or examinations, as well as any documents proving that they have been dispensed or carried out, and in particular sickness claims forms containing copies of the corresponding labels for medicines prescribed,
- ◆ Statements from the French social security system or any other similar organisation, concerning the reimbursement of treatment costs and the payment of daily allowances,
- ◆ The original receipted invoice for the debit that you are required to pay the trip organiser, or which the latter retains,
- ◆ Your insurance policy number,
- ◆ The registration form issued by the travel agency or organiser,
- ◆ In the event of an accident, you must specify the causes and circumstances, and provide us with the names and addresses of those responsible, as well as any witnesses.
- ◆ In the event of denied boarding: documentary proof issued by the transport company that denied you boarding or by the health authorities; without this proof, no indemnification will be possible.
- ◆ And any other necessary documents.

It is also expressly stipulated that you agree in advance to the principle of an examination by our medical advisor. Therefore, if you object to this without a legitimate reason, you will lose your right to cover.

**CANCELLATION WITHOUT PROOF****WHAT DO WE COVER?**

"Cancellation without proof" cover offers you the possibility of obtaining reimbursement for your trip without having to provide proof of the cause of the cancellation.

**Under no circumstances may the indemnity paid under this benefit exceed the price of the Stay declared when this Policy was taken out, within the limits set out in the Table of Benefits and after deduction of a deductible, the amount of which is specified in the Table of Benefits.**

We will refund the cancellation fee charged in accordance with the cancellation schedule conditions listed in the campsite's general terms and conditions.

**Administrative expenses, gratuities, visa fees and the premium paid for this contract are non-refundable.**

**HOW LONG DO YOU HAVE TO DECLARE A LOSS?****Two stages**

1/ You must notify **your campsite IMMEDIATELY** at the first sign of illness or as soon as you become aware of the insured event.

2/ You must also declare the loss to **NEAT - 117 Quai de Bacalan, 33300 BORDEAUX** ([sinistre@neat.eu](mailto:sinistre@neat.eu)) within five working days of the insured event.

You will be systematically asked for:

- The original receipted invoice for the stay,
- The original invoice from the campsite for the costs you have to pay following cancellation,
- Your bank details,
- And proof of relationship to the Insured (if required).

**Under "no proof" cancellation cover, trips are excluded whose execution is made impossible as a result of:**

- **Default of any kind, including financial default, by the campsite.**
- **Cancellation by the campsite of all or part of the services to be provided during the stay**

## LATE ARRIVAL

### **WHAT DO WE COVER?**

We guarantee reimbursement on a pro rata temporis basis for the unused period following late possession of the rental accommodation or hotel room after more than 24 hours, as a result of one of the events listed in the cancellation cover.

Cover non-combinable with cancellation cover

### **WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A LOSS?**

You must:

- Send the Insurer all the documents required to complete the dossier and thus prove the validity and amount of the claim.

In all cases, you will be systematically asked to provide the originals of the organiser's detailed invoices showing land-based and transport services.

The claim cannot be settled unless the medical information required for the investigation is communicated to our medical advisor.

## INTERRUPTED STAY COSTS

### **WHAT DO WE COVER?**

If you have to interrupt the trip covered by this policy, we undertake to reimburse any unused "open-air hotel services" (excluding administration fees, insurance premiums and all taxes) as well as any rental cleaning costs, whose reimbursement, replacement or compensation you cannot demand from the service provider, if you are obliged to leave and return the rented pitch to the hotelier as a result of:

- A serious illness, a serious accident or the death of yourself, your legal or de facto spouse, any of your ascendants or descendants up to the second degree, fathers-in-law, mothers-in-law, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, your legal guardian or a person usually living under your roof or the person accompanying you during your stay named and insured under this policy.
- A serious illness, a serious accident or the death of your professional replacement named at the time the policy was taken out, of the person entrusted during your stay with the care of your underage children, or of a disabled person living under the same roof as yourself, of whom you are the legal guardian.
- Serious damage caused by fire, explosion, or water or damage caused by the forces of nature to your business or private premises, imperatively requiring your presence to take the necessary protective measures.
- Theft from your business or private premises, provided that the extent of the theft requires your presence.

### **WHAT WE EXCLUDE**

In addition to the exclusions indicated in the section "What are the general exclusions applicable to all our cover?", interruptions resulting from:

- A beauty treatment, spa treatment, a voluntary interruption of pregnancy, in vitro fertilisation and its consequences;
- A psychological, mental or depressive illness without hospitalisation for less than 3 days;
- Epidemics or pandemics.

### **WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A LOSS?**

You must send NEAT all the documents required to complete the dossier and prove the validity and amount of the claim.

In all cases, you will be systematically asked to provide the originals of the tour operator's detailed invoices showing land-based and transport services.

The claim cannot be settled unless the medical information required for the investigation is communicated to our medical advisor.

## **RENTAL DAMAGE**

### **WHAT DO WE COVER?**

We cover the financial consequences of material damage caused to the movable property provided inside the rented accommodation and belonging to the owner of the accommodation in question, according to the threshold and within the limits set out in the Table of Benefits.

### **WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A LOSS?**

1. You must notify your campsite IMMEDIATELY as soon as you become aware of the insured event.
2. You must declare your loss to NEAT on 05 54 54 25 22 or in writing to 117 Quai de Bacalan, 33300 BORDEAUX ([serviceclient@neat.eu](mailto:serviceclient@neat.eu)), within five working days of learning of the loss, except in cases of unforeseen circumstances or force majeure. After this period, if we suffer loss as a result of a delayed declaration, you lose all rights to compensation.

### **WHAT WE EXCLUDE**

In addition to the general exclusions indicated in the common provisions in the "GENERAL EXCLUSIONS" section below, we cannot intervene to cover the financial consequences of the tenant's legal liability towards the owner because of:

- material damage caused to the rented dwelling as a result of Fire, Explosion or water damage originating in the accommodation occupied by the Insured.
- material Damage caused to neighbours and third parties as a result of Fire, Explosion or water damage originating in the accommodation rented by the Insured and which the owner is obliged to indemnify.

## **REPLACEMENT VEHICLE**

"Replacement vehicle" cover applies if your vehicle is immobilised due to a breakdown, material accident or theft during your insured trip.

If the vehicle is immobilised for more than 24 hours or the repair time is

more than 8 hours or the stolen vehicle is not found within 48 hours, we will pay for a replacement vehicle of an equivalent category to the immobilised vehicle for a maximum of 3 consecutive days, and in all cases only for the duration of the immobilisation.

Vehicle provision conditions:

- the category of the replacement vehicle is equivalent to that of the immobilised vehicle;
- the replacement vehicle must be returned to the agency that provided it;
- you must meet the requirements of car rental companies;

**WHAT WE EXCLUDE**

In addition to the exclusions listed under "What are the general exclusions applicable to all our cover?", we cannot intervene or compensate if immobilisation is caused by:

- ◆ running out of fuel or use of the wrong fuel;
- ◆ a puncture;
- ◆ lost, forgotten, stolen or broken keys, apart from keys broken in the vehicle's steering lock;
- ◆ repeated breakdowns of the same kind caused by failure to repair the vehicle after an initial intervention by our services in the month preceding the event;
- ◆ air-conditioning problems and breakdowns;
- ◆ bodywork damage that does not cause the vehicle's immobilisation, unless otherwise stipulated in the policy;
- ◆ the consequences of the vehicle being immobilised for maintenance;
- ◆ the failure of alarm systems not installed
- ◆ in series.

Our cover excludes reimbursements for:

- ◆ fuel costs;
- ◆ items and personal effects left in or on the vehicle;
- ◆ customs duties and storage costs, except for those agreed in advance by the assistance department;
- ◆ goods and animals transported;
- ◆ vehicle repair and towing costs, spare parts;
- ◆ all expenses other than the cost of a replacement vehicle, up to the limits indicated in the table of benefits.

Our cover excludes the immobilisation of the following vehicles from Replacement Vehicle cover:

- ◆ motorcycles under 125 cm<sup>3</sup>;
- ◆ mopeds and scooters;
- ◆ luggage trailers with an authorised
- ◆ loaded weight of over 750 kg;
- ◆ non-standard trailers and any trailers other than those intended for transporting luggage, as well as boat trailers and vehicle transport trailers;

**PERSONAL ITEMS LEFT BEHIND IN THE RENTAL PROPERTY**

**WHAT DO WE COVER?**

We will reimburse you, upon presentation of the original invoice for the shipment of the Forgotten Item, up to the limit shown in the Table of Benefits, for the cost of shipping the Item from the rental location to your Home.

The cover applies to a single Forgotten Item per rental, it being specified that this Item must comply with the following weight and dimensions:

- Maximum weight: less than 10 kilograms
- Maximum dimensions: the sum of the length, width and height of the package must not exceed 150 centimetres.

Under no circumstances may the Insurer be held liable:

- for delays attributable to the transport organisations used to deliver the Forgotten Item.
- breakage, loss, damage or theft of the Forgotten Item during transit;
- consequences resulting from the nature of the Forgotten Item;
- refusal to authorise shipment of the Forgotten Item by national or international customs authorities.

### **WHAT WE EXCLUDE**

In addition to the exclusions listed under "What are the general exclusions applicable to all our cover?", we exclude:

- Any item covered by national, European and international regulations on hazardous products, as defined in particular by the International Civil Aviation Organisation (ICAO);
- All items containing explosives, ammunition, gases, solid and liquid inflammable materials, oxidising, toxic and/or infectious substances, corrosive or radioactive products, lithium batteries;
- All items which, due to their nature, packaging or wrapping, may present a danger to staff, third parties, the environment, the safety of transport equipment, or may damage other transported items, machines, vehicles or property belonging to third parties;
- Items that are counterfeit and/or contrary to current laws and regulations;
- Narcotics or any other illegal substances;
- Firearms;
- Items requiring temperature-controlled transport;
- Publications or audiovisual materials prohibited by any applicable laws or regulations;
- Live and dead animals;
- Any content whose transport by mail could violate human dignity, the integrity of or respect for the human body, including ashes and funerary relics;
- Banknotes, negotiable instruments, payment cards, metal coins with legal tender status for circulation in France and precious metals;
- Precious stones, natural pearls, identity papers and other valuables;
- Items whose transportation constitutes a commercial transaction and items intended for sale;
- Motor vehicles, automobile accessories, gardening equipment, objects containing liquids, furniture;
- Household or computer appliances and accessories, hi-fi equipment, musical instruments.

### **WHAT AMOUNT DO WE COVER?**

We cover the cost of sending the Forgotten Item up to the maximum indicated in the Table of Benefits.

### **WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A LOSS?**

Once you have contacted your host, found the Forgotten Item and had it sent to us, you must send us Your claim, within 10 working days of this dispatch, except in cases of unforeseen circumstances or force majeure, accompanied by:

- your policy number
- a copy of the rental contract,
- and the original invoice for shipping costs issued by the shipping company used to deliver the Forgotten Item.



We will reimburse you up to €250 per event, with a limit of 2 appointments per stay. In addition, we will provide you with a list of veterinary clinics based on local availability.

### ASSISTANCE WITH MISSING AND RUNAWAY PETS

Your pet has run away from home or gone missing (got lost or abducted).

If you contact our service by telephone (see above), we can provide you with:

- Advice and steps to take to help you find your insured pet quickly,
- A list of veterinarians (independent or clinics).

We will contact local organisations that may be able to help you find your pet (gendarmerie, S.P.A. animal shelters, town hall, etc.) and we will cover any recovery costs.

If the disappearance occurred abroad, and your pet was missing for more than 48 hours, we will reimburse you for a rabies test.

In all cases, the Insurer's maximum contribution is €250 for all Medical Expenses and Assistance cover.

## PROVISIONS COMMON TO ALL BENEFITS - DEFINITIONS AND SCOPE OF APPLICATION

### DEFINITIONS

#### **We, the Insurer**

HELVETIA, a limited liability company with a capital of 77,480,000.00 Swiss Francs - Address: Helvetia Global Solutions Ltd, Aeulestrasse 60, 9490 Vaduz, Liechtenstein. Company governed by the Insurance Code - Foreign company registered with the Trade and Companies Register - Registered office: 40 rue Dufourstrasse Saint Gallens, Saint Gallen, Switzerland. Part of the Helvetia Holding SA Group, SIREN no. 775753072.

#### **Serious bodily injury**

A rapid deterioration in health resulting from the sudden action of an external, unintentional cause on the part of the victim, as determined by a competent medical authority, leading to the issue of a prescription for medication for the patient and involving the cessation of all professional or other activity.

#### **Attacks**

Any act of violence, constituting a criminal or illegal attack against persons and/or property in the country in which you are staying, aimed at seriously disturbing public order through intimidation and terror and which is covered by the media. This "attack" must be reported by the French Ministry of Foreign Affairs or the Ministry of the Interior.

If several attacks take place on the same day, in the same country, and if the authorities consider them to be a single coordinated action, this event will be considered as a single

event.

**Insured persons**

Individuals or groups duly insured under this policy and hereinafter referred to as "you". For Assistance and Insurance cover, these persons must be domiciled in France, the French overseas departments and territories (DOM-ROM COM) and sui generis communities, or in Europe.

**Injury**

A rapid deterioration in health resulting from the sudden action of an external, unintentional cause on the part of the victim, as determined by a competent medical authority.

**Natural disaster**

Abnormal intensity of a natural agent not due to human intervention. A phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural disaster, caused by the abnormal intensity of a natural agent, and recognised as such by the public authorities.

**Domicile**

For insurance cover, domicile is considered to be the main and usual place of residence in France, French overseas départements and territories (DOM-ROM COM) and sui generis communities or in Europe. In the event of a dispute, the tax domicile is the domicile.

**DROM (Overseas Départements and Regions), COM (Overseas Territories) and sui generis communities**

Guadeloupe; Martinique, French Guiana, Reunion, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint-Martin, Saint Barthelemy, New Caledonia.

**Basic necessities**

Clothing and toiletries to help you cope temporarily if your personal belongings are unavailable.

**Epidemic**

Abnormally high incidence of a disease during a given period in a given region.

**European Economic Area (E.E.A.)**

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom.

**Foreign**

All countries outside your home country.

**Europe**

Europe includes the following countries: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, mainland France, Germany, Gibraltar, Hungary, Greece, Ireland, Italy and its Islands, Liechtenstein, Latvia, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, San Marino, Spain, Sweden, Switzerland and United Kingdom.

**Events covered by insurance**

- ✓ Cancellation
- ✓ Late arrival
- ✓ Interruption of stay
- ✓ Forgotten Item
- ✓ Replacement vehicle

**Performance of services**

The assistance services covered by this agreement can only be activated with the Insurer's prior agreement. Consequently, the Insurer cannot reimburse any expenses incurred by the Beneficiaries without consultation.

**Deductible**

The portion of the claim to be paid by the Insured under the contract in the event of compensation following a loss. The deductible can be expressed as an amount, as a percentage, in days, hours or kilometres.

**Long-haul:**

"Long-haul" means travel to countries not listed in the "Medium-haul" definition.

**Illness**

Sudden and unforeseeable deterioration in health certified by a competent medical authority.

**Serious illness**

Sudden and unforeseeable deterioration in health certified by a competent medical authority, leading to the issue of a prescription for treatment for the patient and involving the cessation of all professional or other activity.

**Maximum per event**

Where cover is provided for several insureds who are victims of the same event and are insured under the same special conditions, the insurer's cover is in any event limited to the maximum amount provided for under this cover, regardless of the number of victims. As a result, indemnities are reduced and paid in proportion to the number of victims.

**Family members**

Your legal or de facto spouse or any person linked to you by a civil partnership, your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers, sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must be domiciled in the same country as you, unless otherwise stipulated in the contract.

**Medium-haul:**

"Medium-haul" means travel to Europe and the Maghreb countries.

**We organise**

We take the necessary steps to give you access to the service.

**We pay**

We finance the service.

**Nullity**

Any fraud, falsification, misrepresentation or false testimony that could activate the cover provided for in the agreement will render our commitments null and void and entail the forfeiture of the rights provided for in this agreement.

**Precious items**

Pearls, jewelry, watches, fur garments, as well as all sound and/or image reproduction equipment and accessories, hunting rifles, fishing equipment, laptop computers.

**Pandemic**

An epidemic that develops over a very wide territory, crossing borders and qualified as a pandemic by the World Health Organisation (WHO) and/or by the competent local public authorities of the country where the loss occurred.

**Quarantine**

Isolation of the person, in the event of suspected or confirmed illness, decided by a competent local authority, in order to avoid the risk of the illness spreading in the context of an epidemic or pandemic.

**Insured stay**

Stay for which you are insured and have paid the corresponding premium, with a maximum duration of 90 consecutive days.

**Loss**

A random event that triggers coverage under this policy.

**Territoriality**

Worldwide.

**WHAT IS THE GEOGRAPHICAL COVERAGE OF THE POLICY?**

Cover and/or services taken out under this policy apply worldwide.

**WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVER?**

*We cannot intervene if your claims for cover or services are the consequence of damage resulting from:*

- ◆ Services that have not been requested during the stay or have not been organised by us or with our agreement do not give the right, a posteriori, to a refund or compensation,
- ◆ Catering and hotel expenses, except those specified in the terms of coverage,
- ◆ Damage intentionally caused by the Insured or resulting from their participation in a crime, misdemeanor or brawl, except in cases of legitimate defence,
- ◆ Convictions and their consequences,
- ◆ The use of narcotics or drugs not prescribed by a physician,
- ◆ Being under the influence of alcohol,
- ◆ Customs fees,
- ◆ Participation as a competitor in a competitive sport or rally leading to national or international ranking that is organised by a sports federation for which a licence is issued, as well as training for such competitions,
- ◆ The professional practice of any sport,
- ◆ Participation in endurance or speed competitions or events, and in their preparatory trials, aboard any land, water or air vehicle,

- ◆ Consequences of non-compliance with recognised safety rules associated with the practice of any leisure sporting activity,
- ◆ Expenses incurred after return from the stay or the expiry of the cover,
- ◆ Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motor vehicle used), air sports, mountain climbing, bobsleighbing, the hunting of dangerous animals, ice hockey, skeleton, combat sports, pot-holing, snow sports involving international, national or regional ranking,
- ◆ Deliberate non-compliance with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- ◆ Official prohibitions, seizures or constraint by the police,
- ◆ The use by the Insured of air navigation devices,
- ◆ The use of engines of war, explosives and firearms,
- ◆ Damage resulting from the Insured's wilful misconduct or gross negligence, in accordance with Article L.113-1 of the French Insurance Code,
- ◆ Suicide and attempted suicide,
- ◆ Epidemics and pandemics unless otherwise stipulated in the coverage, pollution and natural disasters,
- ◆ Civil or foreign war, riots, strikes, civil commotion, acts of terrorism, hostage-taking,
- ◆ The disintegration of the atomic nucleus or any irradiation from a radioactive energy source.
- ◆ No risk

The INSURER cannot be held liable for any failure or delay in the performance of its obligations resulting from force majeure, or events such as civil or foreign war, riots or civil commotion, lock-outs, strikes, attacks, acts of terrorism, hijacking, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of the atomic nucleus, the explosion of devices and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or case of force majeure, as well as their consequences.

## CLAIMS HANDLING

1. In the event of disagreement or dissatisfaction with the implementation of your insurance contract, we suggest that you inform NEAT by calling 05 54 54 25 22 (Service available from 10 am to 12 noon and from 2 to 4 pm) or by writing to [reclamation@neat.eu](mailto:reclamation@neat.eu).
2. If you are not satisfied with the response you receive, you can send a letter (quoting the reference number of the claim concerned and enclosing copies of any supporting documents) to: [partnerbusiness-rl@helvetia.ch](mailto:partnerbusiness-rl@helvetia.ch)

Helvetia will acknowledge receipt of your letter within 10 working days. It will be processed within 2 months at the latest.

3. If the disagreement continues, you can contact La Médiation de l'Assurance (insurance mediation service) by post at:

**La Médiation de l'Assurance**  
**TSA 50110**  
**75441 Paris Cedex 09**  
<http://www.mediation-assurance.org>

The opinion of the Insurance Mediator is not binding on the parties, who are free to accept or reject the proposed solution and refer the matter to the court with jurisdiction.

The provisions of this paragraph are without prejudice to other legal action.

**RIGHT TO CANCEL****Appendix to article A. 112-1 of the French Insurance Code:**

You have the right to cancel this contract within thirty (calendar) days of its signature, without charge or penalty. However, if you benefit from one or more insurance premiums offered to you, so that you do not have to pay a premium for one or more months at the start of the contract, this period only runs from the payment of all or part of the first premium.

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

- 1° You have taken out this policy for non-professional purposes;
- 2° This policy comes in addition to the purchase of a good or service sold by a service provider;
- 3° The policy you wish to cancel has not been fully executed;
- 4° You have not declared any losses covered by this policy.

In this case, you can exercise your right to cancel the contract by sending a letter or any other durable medium to the policy insurer. The insurer is obliged to refund the premium paid within thirty days of your cancellation.

In addition, to avoid the duplication of insurance cover, we recommend checking that you are not already insured by a policy covering one of the risks featured in the policy you have taken out.

**Sample cancellation letter:**

"I, the undersigned, (Surname, First name and Address), hereby cancel my adhesion to COMFORT CANCELLATION cover. Executed on (Date and Place), Signature ".

If you exercise your right to cancel, the Insurer is obliged to reimburse any premium paid within 30 days of the date on which you exercise your right to cancel.

However, the full premium remains payable to the Insurer if you exercise your right to cancel if a claim is made activating the cover provided by the policy during the 30-day period of consideration.

**Please note: The right to cancel does not apply to travel or baggage insurance or similar short-term insurance policies with a term of less than one month.**

**DATA COLLECTION**

The Insured acknowledges being informed that the Insurer processes their personal data in accordance with current data protection regulations and that:

- The answers to the questions asked are compulsory, and in the event of false declarations or omissions, the consequences may be the nullity of adhesion to the contract (Article L 113-8 of the French Insurance Code) or the reduction of benefits (Article L 113-9 of the French Insurance Code),
- The processing of personal data is necessary for enrolment and the execution of the policy and its coverage, for the management of commercial and contractual relations, or for the enforcement of current legal, regulatory or administrative provisions.

- The data collected and processed is kept for the time required to fulfill the contract or for any legal obligations. These data are then archived according to the periods stipulated in the provisions concerning the time limit.
- The recipients of data concerning the Insured are, within the limits of their responsibilities, the Insurer's departments in charge of concluding, managing and executing the insurance Policy and coverage, and its delegates, agents, partners, sub-contractors and reinsurers in respect of performing their duties.

They may also be forwarded, where appropriate, to professional bodies and to any persons involved in the policy, such as lawyers, experts, representatives of the law and judicial officers, trustees, guardians and investigators.

Information concerning the Insured may also be sent to the Policyholder, to any persons empowered as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and control authorities and any public bodies authorised to receive such information, and to inspection services such as statutory auditors, auditors and internal control departments).

- In its capacity as a financial institution, the Insurer is subject to the legal obligations arising principally from the French Monetary and Financial Code with regard to the fight against money laundering and the financing of terrorism. As such, it implements contract monitoring procedures that may lead to a report on suspicious transactions or asset freezing measures.

Data and documents concerning the Insured are kept for a period of five (5) years from the end of the contract or the termination of the relationship.

- Their personal data may also be used in the context of combatting insurance fraud, which may lead to their inclusion on a list of people presenting a risk of fraud.

This inclusion on the list may result in a longer examination of their dossier, or even the reduction or refusal of a proposed right, benefit, contract or service.

In this context, personal data concerning them (or concerning persons party to or interested in the policy) may be processed by any authorised persons working within the Insurer Group's entities as part of the fight against fraud. This data may also be sent to authorised staff of organisations directly involved in a fraud (other insurance organisations or intermediaries; legal authorities, mediators, arbitrators, representatives of the law, judicial officers, third-party organisations authorised by a legal provision and, where applicable, victims of fraud or their representatives).

In the event of a fraud alert, data are kept for a maximum of six (6) months to qualify the alert, then deleted unless the alert proves relevant. In the event of a relevant alert, data are kept for up to five (5) years from the closure of the fraud dossier, or until the end of legal proceedings and the limitation periods applicable.

With people registered on a list of suspected fraudsters, their data is deleted after 5 years from the date they were added to the list.

- In its capacity as Insurer, it is entitled to process data concerning offences, convictions and security measures, either when the policy is taken out, or during its performance, or as part of litigation management.
- Personal data may also be processed by the Insurer for research and development purposes in order to improve the quality or relevance of its future insurance and/or assistance products and service offers.
- Personal data concerning the Insured may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.
- By providing proof of identity, the Insured has the right to access, rectify, delete and object to the data processed. They also have the right to request that the use of their data be restricted if it is no longer required, or that the data they have supplied be recovered in a structured format if these data are required for the contract or if they have consented to their use.

They have the right to set directives concerning what happens to their personal data after their death. These directives, whether general or specific, concern the storage, deletion and communication of their data after their death.

These rights may be exercised by contacting NEAT's Data Protection Officer by e-mail at the following address [dpo@neat.eu](mailto:dpo@neat.eu) or by post to NEAT - DPO - 117 Quai de Bacalan, 33300 BORDEAUX.

If after making a request to the Data Protection Officer they receive no response, they may refer the matter to the CNIL (French data protection authority)

#### **SUBROGATION**

The Insurer is subrogated, up to the limit of the indemnities paid and the services provided by it, to the rights and actions of the Insured, against any person responsible for the events giving rise to its intervention. When the benefits provided under the agreement are covered in whole or in part by another company or institution, the Insurer is subrogated to the Insured's rights and actions against this company or institution.

#### **LIMITATION PERIOD**

In application of article L 114-1 of the French Insurance Code, any action deriving from this policy is time-barred after two years from the event giving rise to it. This period is extended to ten years for death benefits, with beneficiaries' claims being time-barred no later than thirty years from the date of the event.

However, this period does not run:

- ◆ In the event of concealment, omission or a false or inaccurate statement concerning the risk, from the date the Insurer becomes aware of it;
- ◆ In the event of a loss, only from the date on which the interested parties became aware of it, if they can prove that they were unaware of it until then.



If the Insured's action against the Insurer is based on the recourse of a third party, this limitation period runs only from the day on which the third party took legal action against the Insured or was compensated by the latter.

Pursuant to article L 114-2 of the French Insurance Code, this limitation period may be interrupted by one of the following ordinary causes of interruption:

- the debtor's acknowledgement of the time-barred party's right (article 2240 of the Civil Code);
- legal action, even in emergency proceedings, until the termination of the proceedings. The same applies if the claim is brought before a court without jurisdiction, or if the procedure under which the case was referred is annulled due to a procedural error (articles 2241 and 2242 of the Civil Code). The interruption is null and void if the applicant withdraws their claim or allows the proceedings to lapse, or if their claim is definitively rejected (Article 2243 of the Civil Code);
- a precautionary measure taken in application of the Code of Civil Enforcement Procedures or a compulsory execution measure (article 2244 of the Civil Code).

Please note that:

A summons issued to one of the joint and several debtors through legal proceedings or a compulsory execution measure, or the debtor's acknowledgement of the time-barred party's right, interrupts the limitation period against all the others, even against their heirs. However, a summons issued to one of the heirs of a joint and several debtor, or the acknowledgement of that heir, does not interrupt the limitation period with regard to the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. This summons or acknowledgement interrupts the limitation period with regard to the other co-debtors only for the share for which this heir is liable.

To interrupt the limitation period for the whole, with regard to the other co-debtors, it requires a summons to all the heirs of the deceased debtor, or the acknowledgement of all these heirs (article 2245 of the Civil Code).

The summons to the principal debtor or the latter's acknowledgement interrupts the limitation period against the guarantor (article 2246 of the French Civil Code).

The limitation period may also be interrupted by:

- The appointment of an expert following a loss;
- The dispatch of a registered letter with acknowledgement of receipt (sent by the Insurer to the Insured as regards action for payment of the premium, and by the Insured to the Insurer as regards settlement of the claim).

### SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Insured concerning the determination and settlement of benefits must be submitted by the most diligent party, failing an amicable resolution, to the court with jurisdiction of the Insured's domicile, pursuant to the provisions of article R 114-1 of the French Insurance Code.

### FALSE STATEMENTS

When they change the subject of the risk or diminish our opinion of it:

- Any concealment or intentional misrepresentation on your part will invalidate the contract. Premiums paid remain our property and we are entitled to demand payment of premiums due, pursuant to article L113.8 of the French Insurance Code.
- Any omission or misrepresentation on your part, where bad faith is not established, will entail the termination of the contract 10 days after notification is sent to you by registered letter and/or the application of reduced indemnities stipulated in article L 113.9 of the French Insurance Code.

#### **SUPERVISORY AUTHORITY**

Helvetia's supervisory authority is the ACPR (Prudential Supervision and Resolution Authority) - 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex 9.