

## CAMPSITE *INSURANCE*

## Do you want to cancel your stay?

You must first notify the campsite with which you made your reservation as soon as you become aware of the event preventing your departure.

You must then report your claim within 5 days on:

<https://declare.neat.eu/campings-independants>

### Consider gathering the following information:

- Your contract number,
- The reason for your cancellation,
- Your identity document,
- Your home address,
- The telephone number where we can reach you,
- The reason for your declaration,
- The email confirming the booking of your stay or the purchase invoice for your stay,
- The cancellation invoice provided by the campsite,
- A bank account.

**An insurance file number will be given to you. It will be to be systematically recalled during all subsequent relations with our services.**

## Do you have a question about your insurance policy or subscription? Contact us:

By phone: 05 54 54 25 22 (from 9 a.m. to 5 p.m. from Monday to Friday)

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## I. PREAMBLE

The FLEX contract is a group insurance contract with individual and optional memberships (n°4.001.532.235) :

- **Subscribed by NEAT** (hereinafter referred to as "The Managing Broker" or "Neat"), an insurance brokerage company, SAS with a share capital of €106,032.48, whose registered office is located at 16 Place des Quinconces, 33000 Bordeaux, registered with the Bordeaux Trade and Companies Register under number 913 676 581 and with ORIAS under number 22004644 - Intra-community VAT number: FR69913676581 - Professional Civil Liability and Financial Guarantee in accordance with Articles L 512-6 and L 512-7 of the Insurance Code,
- **With the Insurer Helvetia Global Solutions Ltd** (hereinafter referred to as "the Insurer" or "Helvetia"), a public limited company incorporated under Liechtenstein law with its registered office at Aeulestrasse 60, 9490 Vaduz, Principality of Liechtenstein, registered in the Commercial Register of the Principality of Liechtenstein under number FL-0002.191.766-9, authorised as an insurance undertaking by the Financial Market Supervisory Authority of the Principality of Liechtenstein (FMA) Liechtenstein). Helvetia is authorised to carry out insurance activities in France under the freedom to provide services, notified to the ACPR (Refassu ID: 224324). Helvetia is subject to the supervision of FMA Liechtenstein, Landstrasse 109, Postfach 279, 9490 Vaduz, Principality of Liechtenstein,
- **Distributed through** the distribution network of the Subscriber who has signed a distribution agreement with NEAT.

NEAT and Helvetia (as an insurance company acting in France under the freedom to provide services) are subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution, 4 place de Budapest CS 92549 75436 Paris Cedex 09.

## II. TABLE OF BENEFITS

INSURANCE GUARANTEES	LIMITS AND DEDUCTIBLES
<p><u>CANCELLATION WITH JUSTIFICATION</u></p>	<p>Maximum €5000 per person and €30,000 per event</p> <p>No deductible in the event of cancellation for medical reasons.</p> <p>For cancellation, in the event of loss of identity papers or cancellation of paid leave by the employer, a 25% deductible will be applied.</p> <p>For other reasons, a deductible of 15 euros per file.</p>
<p><u>CANCELLATION WITHOUT JUSTIFICATION</u></p>	<p>Reimbursement of cancellation costs up to a limit of €5000 per claim.</p> <p>Deductible of 30% of the total amount of the stay.</p>
<p><u>CHANGE FEES</u></p>	<p>Coverage up to a maximum of €2,000 per person and €10,000 per event.</p>
<p><u>LATE ARRIVAL</u></p>	<p>Reimbursement of unused land services in proportion to the rental, with a maximum of €4,000 per rental or pitch, up to a limit of €25,000 per event.</p> <p>Franchise : 1 jour.</p>
<p><u>INTERRUPTION OF STAY FEES</u></p>	<p>Reimbursement of unused land services on a pro rata temporis basis, including any cleaning costs of the rental, in the event of premature return.</p> <p>Coverage up to a maximum of €4,000 per person and €25,000 per event.</p> <p>Franchise : 1 jour.</p>
<p><u>REPLACEMENT VEHICLE following</u> a breakdown, a material accident or a theft during the stay.</p>	<p>Coverage of a replacement vehicle of equivalent category to the immobilized vehicle for a maximum of 3 consecutive days</p>
<p><u>FORGETTING A PERSONAL ITEM IN THE RENTAL :</u> Reimbursement of the cost of sending a personal item forgotten in the rental</p>	<p>Coverage of the return of a single object, up to a maximum of €150 per file.</p>

<p><b><u>VETERINARY CARE AND DOG ASSISTANCE COSTS</u></b>  <b><u>CAT, including:</u></b></p> <ul style="list-style-type: none"> <li>✓ Advice and alert of the competent bodies in the event of a runaway/disappearance</li> <li>✓ Recovery Fees</li> <li>✓ Rabies testing costs (in case of disappearance abroad)</li> </ul>	<p><b>Coverage of a maximum of 2 veterinary consultations per stay, up to a limit of €250 for all Care Costs and Assistance guarantees.</b></p>
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### III. SCOPE AND DURATION OF YOUR COVERAGE

**EFFECTIVE DATE OF GUARANTEES:**

- ✓ CANCELLATION WITH PROOF AND FOR CANCELLATION WITHOUT SUPPORTING DOCUMENTS: on the day of subscription to this contract
- ✓ Forgotten objects: the day of departure from the place of stay
- ✓ Other guarantees: on the day of arrival at the place of stay

**EXPIRATION OF WARRANTIES:**

- ✓ CANCELLATION WITH JUSTIFICATION AND FOR CANCELLATION WITHOUT JUSTIFICATION: on the day of the start of the stay
- ✓ Forgotten items: 10 days after the insured's return home
- ✓ Other guarantees: the day of departure from the place of stay

**SUBSCRIPTION DEADLINE:**

This contract must be taken out within a maximum of 72 hours following the purchase of the stay or at the latest before the start of the cancellation schedule. It will not be possible to declare a cancellation without justification if the contract was taken out when the stay began within 30 days of the booking date.

The period of validity of the guarantees corresponds to the duration of the services sold by the tour operator. **Under no circumstances may the duration of the guarantee exceed 3 months from the day of departure to the place of stay.**

## IV. DEFINITIONS

### We, the Insurer

HELVETIA, a public limited 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. Company belonging to the Helvetia Holding Group SA registered SIREN 775753072.

### Serious bodily injury

Sudden deterioration of health resulting from the sudden action of an unintentional external cause on the part of the victim ascertained by a competent medical authority resulting in the issuance of a prescription for the use of medication for the benefit of the patient and involving the cessation of all professional or other activity.

### Hazard

An unintentional, unforeseeable, irresistible and external event.

### Attack

Any act of violence, constituting a criminal or illegal attack against persons and/or property in the country in which you are staying, with the aim of seriously disturbing public order through intimidation and terror and subject to media coverage. This "attack" will have to be recorded 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 it to be one and the same coordinated action, this event will be considered to be one and the same event.

### Insured

Natural person or groups duly insured under this contract and referred to herein as "you". For Assistance and Insurance guarantees, these people must have their domicile in France, in the DOM-ROM COM and sui generis local authorities or in Europe.

### Injury

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

### Natural disaster

Abnormal intensity of a natural agent that does not come from human intervention. A phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm, caused by the abnormal intensity of a natural agent, and recognized as such by the public authorities.

### Home

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

### DROM

(Departments and Regions from beyond the Sea), COM (Overseas Collectivities) and sui generis collectivities: Guadeloupe; Martinique, French Guiana, Reunion, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint-Martin, Saint Barthélemy, New Caledonia.

### EXCLUSION

Anything that is never expressly covered by the Insurance Contract.

### Epidemic

An abnormally high incidence of a disease during a given period of time and in a given region.

### Foreign

All countries outside of your country of residence.

### Europe

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

## Guaranteed Insurance Events

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

## Performance of services

The benefits guaranteed by this agreement may only be triggered with the prior agreement of the Insurer. Consequently, no expenditure made by the Beneficiaries may be reimbursed by the Insurer.

## Franchise

The part of the claim left to the Insured as provided for in the contract in the event of compensation following a claim. The deductible can be expressed as an amount, as a percentage, in a day, in an hour, or in a kilometre.

## Illness

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

## Critical illness

Sudden and unforeseeable deterioration in health noted by a competent medical authority resulting in the issuance of a treatment prescription for the benefit of the patient and involving the cessation of all professional or other activity.

## Maximum per event

In the event that the guarantee is exercised in favour of several insured persons who are victims of the same event and insured under the same specific conditions, the insurer's guarantee is in any event limited to the maximum amount provided for under this guarantee, regardless of the number of victims. Thereafter, compensation is reduced and paid in proportion to the number of victims.

## Family members

Your spouse or common-law partner or any person who is linked to you by a PACS, 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 a contract.

## Nullity

Any fraud, falsification or false declarations and false testimonies likely to implement the guarantees provided for in the agreement, will result in the nullity of our commitments and the forfeiture of the rights provided for in the said agreement.

## Precious objects

Beads, jewellery, watches, furs worn, as well as any sound and/or image reproduction device and their accessories, shotguns, fishing equipment, laptop computers.

## Pandemic

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

## Quarantine

Isolation of the person, in the event of suspicion of disease or proven disease, decided by a competent local authority, in order to avoid a risk of spreading said disease in the context of an epidemic or pandemic.

## Guaranteed stay

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

## Disaster

Random event likely to trigger the guarantee of this contract.

## Territoriality

Worldwide.

## V. DESCRIPTION OF WARRANTIES

### "ANYTHING BUT" CANCELLATION AND CHANGE FEES

#### CANCELLATION WITH JUSTIFICATION

We will refund any deposits or any sums retained by the tour operator, **within the limits and after deduction of any excess, indicated in the table of guarantees**, when you are obliged to cancel your entire trip before departure (on the outward journey). The reason for your cancellation must be sudden, unforeseeable and beyond your control.

#### CHANGE FEES

In the event of a change to the dates of your stay, we will reimburse you for the costs incurred by the postponement of the dates of the guaranteed stay contractually provided for in the terms and conditions of sale.

In all cases, the amount of this compensation may not exceed the amount of the cancellation fees payable on the date of the occurrence of the event that caused the change.

#### Cancellation and modification guarantees cannot be combined

#### WHAT WE EXCLUDE:

In addition to the exclusions in Chapter VI. *WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR WARRANTIES?* We cannot intervene if the cancellation is the result of:

- of any circumstance that only harms the simple pleasure of your journey;
- the simple fact that the destination of your trip is not recommended by the French Ministry of Foreign Affairs;
- any event for which the tour operator may be held liable pursuant to Law No. 92-645 of 13 July 1992;
- pregnancy complications beyond the 6th month.
- An event, illness or accident that has been the subject of an initial observation, a relapse, an aggravation or hospitalisation between the date of purchase of the stay and the date of subscription of the insurance contract,
- Any circumstance harming only the simple pleasure,
- Pregnancy and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilization and its consequences, as well as complications due to pregnancy beyond the 28th week,
- Forgetting to be vaccinated,
- The default of any kind, including financial, of the carrier making it impossible to perform its contractual obligations,
- Lack or excess snow,
- Any medical event of a psychological, psychological or psychiatric nature, and which has not given rise to hospitalization for more than 3 consecutive days after the subscription of this Contract,
- Pollution, the local health situation, natural disasters covered by the procedure referred to in Law No. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,
- The consequences of criminal proceedings to which you are subject,
- Any event that occurs between the date of subscription to the stay and the date of subscription to the insurance contract.
- The absence of hazards,
- An intentional and/or reprehensible act by law, the consequences of the states

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

- The simple fact that the geographical destination of the stay is not recommended by the Ministry of Foreign Affairs
- Foreign women from the country of the insured,
- A negligent act on your part,
- Any event for which the responsibility or management of the trip may be the responsibility of the organizer of the stay in application of the Tourism Code in force,
- Failure to present, for any reason whatsoever, documents essential to the stay, such as passport, driving licence, identity card, visa, transport tickets, vaccination record except in the case of theft, within 48 hours prior to departure.
- An input error when booking your stay.
- Resulting from a refusal of paid leave by your employer occurring after the date of booking your stay
- Illness or accident that does not concern you or any of the Family Members

The "everything but" cancellation guarantee does not cover the impossibility of leaving due to the closure of borders, the material organisation, accommodation or security conditions of the destination.

## **FOR WHAT AMOUNT DO WE INTERVENE?**

We will cover the amount of the cancellation costs incurred on the day of the event that may engage the guarantee, in accordance with the General Terms and Conditions of Sale of the tour operator, with a maximum and a deductible indicated in the table of guarantees.

**Application, tip, visa, taxes, cleaning fees as well as the premium paid in consideration of the subscription to this contract are never refundable.**

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

1. Medical reason: you must declare your claim as soon as it is proven and have a competent medical authority establish that the seriousness of your state of health is such as to contraindicate your stay. If your cancellation is subsequent to this contraindication to the stay, our refund will be limited to the cancellation fees applicable on the date of the contraindication (calculated according to the schedule of the tour operator).
2. For any other reason for cancellation: you must declare your claim as soon as you become aware of the event that may give rise to the guarantee. If your cancellation of your stay is after this date, our refund will be limited to the cancellation fees applicable on the date of the event (calculated according to the schedule of the organizer of the stay).

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

Your declaration must be accompanied by:

- ♦ In the event of illness or accident, a medical certificate specifying the origin, nature, seriousness and foreseeable consequences of the illness or accident,
- ♦ In the event of death, a certificate and the family record book,
- ♦ In other cases, any supporting documents.

**You must provide us with the documents and medical information necessary for the examination of your file by means of the pre-printed envelope in the name of the medical advisor that we will send**

you upon receipt of the claim declaration, as well as the medical questionnaire to be completed by your doctor.

If you do not have these documents or information, you must have them communicated to you by your doctor and send them to us. You must also send us, the communication of these additional documents must be done by means of a pre-printed envelope in the name of the medical officer, any information or documents that will be requested from you in order to justify the reason for your cancellation, and in particular:

- ◆ All photocopies of prescriptions prescribing medicines, analyses or examinations as well as all documents justifying their dispensing or dispensing, and in particular sickness forms containing, for prescribed medicines, a copy of the corresponding stickers,
- ◆ Statements from the Social Security or any other similar body, relating to the reimbursement of processing costs and the payment of daily allowances,
- ◆ The invoice paid for the debit that you are required to pay to the tour operator or that the latter keeps,
- ◆ Your insurance contract number,
- ◆ The registration form issued by the travel agency or the 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, if applicable, witnesses.
- ◆ In the event of denied boarding: proof issued by the transport company that denied you boarding, or by the health authorities; in the absence of this proof, no compensation will be possible).
- ◆ And any other necessary documents.

In addition, it is expressly agreed that you accept the principle of a review by our medical advisor in advance. Therefore, if you object to this without a legitimate reason, you will lose your warranty rights.

It is expressly agreed that you release your doctor from medical confidentiality with regard to this medical advisor. On pain of forfeiture, the Insured invoking the guarantee must return all the documents contractually required without being able to rely, except in the case of force majeure, on any reason preventing their production. If you object to this without a valid reason, you may lose your warranty rights. By express agreement, you acknowledge that we have the right to make the use of the warranty subject to compliance with this condition.

## CANCELLATION WITHOUT JUSTIFICATION

### WHAT DO WE GUARANTEE?

The "Cancellation without justification" guarantee offers you the possibility of obtaining a refund for your stay without having to provide proof of the cause of the cancellation. However, you will always be asked for a reason. The cancellation guarantee applies to the entire stay

**The compensation paid pursuant to this guarantee may in no case exceed the price of the Stay declared when taking out this Contract, within the limits set out in the Table of Guarantees and less a deductible the amount of which is specified in the Table of Guarantees.**

We will refund the amount of the cancellation fees charged according to the conditions of the cancellation scale listed in the general conditions of the campsite.

**Application, tip, visa, taxes, cleaning fees as well as the premium paid in consideration of the subscription to this contract are never refundable.**

## HOW LONG DOES IT TAKE TO REPORT THE CLAIM?

### Two steps

1/ As soon as the first manifestation of the disease or as soon as you become aware of the event giving rise to the guarantee, you must notify **your campsite IMMEDIATELY**.

2/ On the other hand, you must declare the claim to **NEAT – 16 place des quinconces 33000 Bordeaux** or: <https://declare.neat.eu/campings-independants>

You will be systematically asked to:

- The initial purchase invoice for the stay,
- The original invoice for the costs remaining at your expense following the cancellation with the campsite,
- A bank account,
- And proof of the family relationship with the Insured (if necessary).

Under the "without proof" cancellation guarantee, trips whose execution is made impossible as a result of:

- To the failure of any kind, including financial, of the campsite.
- Cancellation by the campsite of all or part of the services provided during your stay

In addition to the exclusions set out in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVERS?", we cannot intervene if the cancellation is the result of:

1. To the failure of any kind, including financial, of the campsite.
2. Cancellation by the campsite of all or part of the services provided during your stay
3. The absence of hazards, which includes:
  - 1) Events, illnesses or accidents that have been the subject of an initial observation, a relapse, an aggravation that occurred prior to the date of subscription to this contract and which make travel impossible for the insured.
  - 2) Accidents and illnesses whose origin is known before the policy was taken out, except in the event of an unforeseeable deterioration in health.
  - 3) Events occurring between the date of registration for the trip and the date of subscription of this agreement.
  - 4) Cancellations resulting from a refusal of paid leave by the employer occurring after the date of purchase of the stay
  - 5) Pollution, the local health situation, natural disasters covered by the procedure referred to in Law No. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,
  - 6) Illness or accident that does not concern you or any of your family members

## LATE ARRIVAL

### WHAT DO WE GUARANTEE?

We guarantee you the reimbursement on a pro rata basis for the period not used as a result of late possession of more than 24 hours of the accommodation or hotel room, as a result of one of the events listed in the cancellation guarantee.

Guarantee cannot be combined with the cancellation guarantee

## WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must:

- Send NEAT all the documents necessary to compile the file and thus prove the merits and amount of the claim.

In all cases, you will always be asked for detailed invoices from the organizer showing the land services and transport services.

Without the communication to our medical advisor of the medical information necessary for the investigation, the case cannot be settled.

## INTERRUPTION OF STAY FEES

### WHAT DO WE GUARANTEE?

If you have to interrupt the stay guaranteed by this contract, we undertake to reimburse the "outdoor hotel services" not used (excluding the administrative fees, the insurance contribution and all taxes) as well as any cleaning costs of the rental, which you cannot demand from the service provider to reimburse, replacement or compensation in the event that you are obliged to leave and return the rented pitch to the hotelier as a result of:

- Serious illness, serious accident or death of yourself, your spouse or common-law partner, your ascendants or descendants up to the 2nd degree, fathers-in-law, mothers-in-law, sisters, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, your legal guardian or a living person usually under your roof, of the person who accompanies you during your stay named and insured under this contract.
- Serious illness, serious accident or death of your professional replacement named at the time of subscription, of the person responsible for the care of your minor children during your stay, or of a disabled person for whom you are the legal guardian living under the same roof as you, whether you are the legal guardian.
- Serious damage caused by fire, explosion, water damage or damage caused by the forces of nature to your professional or private premises and imperatively requiring your presence to take the necessary precautionary measures.
- Theft from your professional or private premises provided that the importance of this theft requires your presence.

### WHAT WE EXCLUDE:

In addition to the exclusions provided for in the section "What are the general exclusions applicable to all of our guarantees?", interruptions resulting from:

- A treatment aesthetics, a cure, voluntary termination of pregnancy, in vitro fertilization and its consequences;
- A mental or depressive illness without hospitalization for less than 3 days;
- Epidemics or pandemics.

## WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must send NEAT all the documents necessary to compile the file and thus prove the validity and amount of the claim.

In all cases, you will always be asked for the originals of the tour operator's detailed invoices showing the land services and transport services.

Without the communication to our medical officer of the medical information necessary for the investigation, the case cannot be settled.

It is expressly agreed that you release your doctor from medical confidentiality with regard to this medical advisor. On pain of forfeiture, the Insured invoking the guarantee must return all the documents contractually required without being able to rely, except in the case of force majeure, on any reason preventing their production. If you object to this without a valid reason, you may lose your warranty rights. By express agreement, you acknowledge that we have the right to make the use of the warranty subject to compliance with this condition.

## REPLACEMENT VEHICLE

The "Replacement Vehicle" cover applies if you find yourself in difficulty following the immobilisation of your vehicle following a breakdown, a material accident or theft, during the covered stay.

If the vehicle is immobilized 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 take care of a replacement vehicle of equivalent category to the immobilized vehicle for a maximum of 3 consecutive days, and in any case only for the duration of the immobilization.

### Conditions of availability :

- the category of the replacement vehicle is of equivalent category to the immobilised vehicle;
- the replacement vehicle must be returned to the agency where it was made available;
- you must meet the requirements of the car rental companies;

## WHAT WE EXCLUDE

In addition to the exclusions listed in the "What are the general exclusions applicable to all of our guarantees?", we cannot intervene or compensate if the immobilization is the result of:

- Fuel runs out and misfuels
- a puncture;
- the loss, forgetfulness, theft or breakage of keys, with the exception of the breakage of the key in the vehicle's steering lock;
- repetitive breakdowns of the same nature caused by the failure to repair the vehicle after a first intervention by our services in the month preceding the event;
- air conditioning problems and breakdowns;
- bodywork damage that does not result in the immobilisation of the vehicle, unless otherwise stipulated in a contract;
- the consequences of immobilising the vehicle to carry out maintenance operations;
- failures of alarm systems not connected in series.

### Our guarantee excludes refunds:

- fuel costs;
- objects and personal belongings left in and/or on the vehicle;
- customs and security fees, except those that have been the subject of a prior agreement from the service
- assistance ;
- of goods and animals transported
- vehicle repair and towing costs, spare parts;
- all costs other than the assumption of a replacement vehicle within the limits provided
- to the table of limits of coverage.

### Our warranty excludes the immobilization of the following vehicles from the Replacement Vehicle Warranty:

- motorcycles of less than 125 cm<sup>3</sup>;
- mopeds, mopeds;

- baggage trailers with a total weight
- Authorised for loads of more than 750 kg;
- non-standard trailers and any trailers other than those intended for the transport of luggage, as well as boat trailers, vehicle transport trailers.

## FORGETTING A PERSONAL ITEM IN THE RENTAL

### WHAT DO WE GUARANTEE?

We will reimburse you, upon presentation of an invoice for the shipment of the Forgotten Item and within the limit of the ceiling set out in the Table of Guarantee Amounts, the costs of sending the Forgotten Item from the place of rental to the Home.

The guarantee applies to a single Forgotten Object per rental, it being specified that the said Forgotten Object 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 can the Insurer be held liable:

- delays attributable to the transport organisations solicited for the delivery of the Forgotten Object.
- the breakage, loss, damage or theft of the Object forgotten during transport;
- the consequences resulting from the nature of the forgotten Object;
- refusal to authorise the shipment of the Forgotten Object by the national or international customs services.

### WHAT WE EXCLUDE

In addition to the exclusions in the "What are the general exclusions applicable to all of our coverage?", we exclude:

- Any object covered by national, European and international regulations on dangerous goods as defined in particular by the regulations of the International Civil Aviation Organization (ICAO);
- All objects containing explosives, ammunition, gases, solid and liquid flammable materials, oxidizing, toxic and/or infectious substances, corrosive or radioactive products, lithium batteries and batteries;
- All objects which, by their nature, packaging or packaging, may present a danger to personnel, third parties, the environment, the safety of transport units, or damage other transported objects, machines, vehicles or property belonging to third parties;
- Counterfeit items and/or items that are contrary to applicable laws and regulations;
- Narcotics or any other illicit substance;
- Firearms;
- Objects that require temperature-controlled transport;
- Publications or audio-visual materials prohibited by any applicable law or regulation;
- Dead or live animals;
- Any content whose transport by post is likely to undermine human dignity, integrity or respect for the human body, in particular ashes and funerary relics
- Banknotes, negotiable securities, payment cards, and metal coins with legal tender and discharging power intended for circulation in France and precious metals;
- Precious stones, fine pearls, identity papers and any other valuables;
- Objects whose transport constitutes a commercial operation and those intended for sale;
- Motor vehicles, car accessories, gardening equipment, objects containing liquids, furniture;
- Household or computer appliances and accessories, hi-fi equipment, musical instruments

## **FOR WHAT AMOUNT DO WE INTERVENE?**

We will cover the cost of sending the forgotten Item, up to a maximum set out in the Coverage Amounts Table.

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

After contacting your hosting provider, finding and having the forgotten item sent, you must send us Your declaration, within 10 working days of sending, except in unforeseeable circumstances or force majeure, must be accompanied by:

- your contract number
- a copy of the rental agreement,
- and the invoice for the shipping costs issued by the transport organization requested for the delivery of the Forgotten Item.

## **VETERINARY CARE AND ASSISTANCE FOR DOGS AND CATS**

### **VETERINARY CARE EXPENSES**

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

## **ASSISTANCE IN THE EVENT OF DISAPPEARANCES AND RUNAWAYS**

Your pet has run away from your home or has disappeared (lost, kidnapped).

By contacting our service department by phone (indicated above), we can communicate to you:

- Advice and the steps to take to allow you to quickly find your guaranteed pet,
- The list of veterinarians (independent or clinical).

We contact for you the organizations around your home that can help you find your pet (gendarmerie, S.P.A. shelters, town hall, etc.) and take care of any recovery costs.

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

In all cases, the maximum contribution from the Insurer is €250 for all the Care Costs and Assistance cover.

## VI. THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR WARRANTIES

We cannot intervene when your claims for guarantees or services are the consequence of damage resulting from:

- Services that have not been requested during the stay or that have not been arranged by us, or in agreement with us, do not entitle you to a refund or compensation, a posteriori,
- Catering costs, hotels, except those specified in the text of the guarantees,
- Damage intentionally caused by the Insured and that resulting from his participation in a crime, misdemeanour or brawl, except in cases of self-defence,
- Convictions and their consequences,
- The use of narcotics or drugs not prescribed by a medical device,
- The state of alcohol impregnation,
- Customs fees,
- Participation as a competitor in a competitive sport or rally entitling to a national or international ranking that is organised by a sports federation for which a licence is issued as well as training for these competitions,
- The practice, on a professional basis, of any sport,
- Participation in endurance or speed competitions or events and their preparatory tests, on board any land, nautical or aerial locomotion device,
- Consequences of non-compliance with recognized safety rules related to the practice of any activity sports and leisure activities,
- Costs incurred after the return of the stay or the expiry of the guarantee,
- Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motor vehicle used), air sports, high mountain mountaineering, bobsleigh, hunting of dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional ranking,
- Voluntary non-compliance with the regulations of the country visited or the practice of activities not authorized by the local authorities,
- Official prohibitions on seizures or coercion by the police,
- The use by the Insured of air navigation devices,
- The use of war devices, explosives and firearms,
- Damage resulting from an intentional or fraudulent fault on the part of the Insured in accordance with Article L.113-1 of the Insurance Code,
- Suicide and suicide attempts,
- Epidemics and pandemics unless otherwise stipulated in the warranty, pollution, natural disasters,
- Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- The decay of the atomic nucleus or any irradiation from an energy source of a radioactive character.
- Absence of hazard

The INSURER cannot be held liable under any circumstances for failures or setbacks in the performance of its obligations resulting from cases of force majeure, or events such as civil or foreign wars, riots or civil movements, lockouts, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of the atomic core, the explosion of radioactive devices and nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences.

It is also agreed that the opening of a file for a cancellation for which the reason has already been processed for the same trip in a previous file will not be processed.

## VII. PROVISIONS COMMON TO ALL GUARANTEES

### WHAT IS THE GEOGRAPHICAL COVERAGE OF THE CONTRACT?

The guarantees and/or benefits subscribed to under this contract apply to claims occurring in the European Union.

### CLAIMS HANDLING

In the event of disagreement or dissatisfaction with the implementation of the guarantees in this notice, we invite you to let NEAT,

→ by writing to: [reclamation@neat.eu](mailto:reclamation@neat.eu)

You have the right to refer the matter in writing to the Médiateur de France Assureurs (FA) after the exhaustion of NEAT's own claims procedures and in any event, two (2) months after your first complaint against NEAT, whether or not you have received a response from NEAT.

The mediator is a person from outside NEAT who carries out his mission in complete independence. This appeal is free of charge.

→ **La Médiation de l'Assurance**

**TSA 50110 75441 Paris Cedex 09**

**<http://www.mediation-assurance.org>**

Within three weeks of receipt of your request, the Mediator will inform you whether or not it is admissible. The Ombudsman then delivers a reasoned opinion within three (3) months following the notification of the admissibility of the application. The procedure for recourse to the mediator and the "Mediation Charter" of France Insurers can be consulted on the website: [franceassureurs.fr](http://franceassureurs.fr).

### RIGHT OF WITHDRAWAL

#### Appendix to Article A. 112-1 of the Insurance Code:

You have the right to withdraw from this contract for a period of thirty (calendar) days from its conclusion, without 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 only runs from the payment of all or part of the first premium.

The exercise of the right of cancellation is subject to the following four conditions: 1°

You have taken out this contract for non-professional purposes;

2° This contract is in addition to the purchase of a good or service sold by a supplier; 3° The contract you wish to renounce has not been fully performed;

4° You have not declared any claim covered by this contract.

In this situation, you can exercise your right to withdraw from this contract by letter or any other durable medium addressed to the insurer of the contract. The insurer is required to reimburse you for the premium paid within thirty days of your waiver.

In addition, to avoid overlapping insurance, you are invited to check that you are not already the beneficiary of a guarantee covering one of the risks covered by the contract you have taken out.

#### Sample Waiver Letter :

"I, the undersigned, (Surname, First name and Address), declare that I renounce my subscription to the insurance contract. Done on (Date and Place), Signature".

When you exercise your right to cancel, the Insurer is required to reimburse, if applicable, the amount of the premium paid within 30 days from the date of exercise of the right of cancellation.

However, the full premium remains due to the Insurer if you exercise your right of cancellation while a claim involving the coverage of the contract has occurred during the 30-day cancellation period.

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

### **ACCUMULATION OF INSURANCE**

In accordance with Article L. 121-4 of the Insurance Code, we reserve the right to require you, in any claim for compensation, to declare the existence of any other insurance covering the same risk and to indicate for each one: the name of the insurer, the contract number and the guaranteed capital.

**If several insurance policies have been taken out fraudulently or fraudulently, we reserve the right to request the nullity of this contract and to claim damages, in accordance with Article L. 121-3 of the Insurance Code.**

### **DATA COLLECTION**

The Insured acknowledges that they are informed that the Insurer processes their personal data in accordance with the regulations relating to the protection of personal data in force and that in addition:

- The answers to the questions asked are mandatory and that in the event of false declarations or omissions, the consequences with regard to him may be the nullity of the membership of the contract (Article L 113-8 of the Insurance Code) or the reduction of indemnities (Article L 113-9 of the Insurance Code),
- The processing of personal data is necessary for the acceptance and performance of its contract and guarantees, for the management of commercial and contractual relations, or for the execution of applicable legal, regulatory or administrative provisions.

- The data collected and processed is kept for the time necessary for the performance of the contract or legal obligation. This data is then archived in accordance with the periods provided for in the provisions relating to the limitation period.
- The recipients of the data concerning him are, within the limits of their attributions, the services of the Insurer in charge of the award, management and execution of the Insurance Contract and the guarantees, its delegates, agents, partners, subcontractors, reinsurers in the context of the exercise of their missions.

They may also be transmitted, if necessary, to professional bodies as well as to any person involved in the contract such as lawyers, experts, court officers and ministerial officers, curators, guardians, investigators.

Information concerning it may also be transmitted to the Subscriber, as well as to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, ministries concerned, supervisory and control authorities and all public bodies authorised to receive such information as well as to the services in charge of control such as auditors, auditors and services in charge of internal control).

- In its capacity as a financial institution, the Insurer is subject to the legal obligations arising mainly from the Monetary and Financial Code in terms of the fight against money laundering and terrorist financing and, as such, it implements a contract monitoring process that may lead to the drafting of a suspicious transaction report or an asset freezing measure.

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

- Their personal data may also be used in the context of processing to combat insurance fraud that may lead, where appropriate, to registration on a list of persons presenting a risk of fraud.

This registration may have the effect of lengthening the study of his or her file, or even reducing or refusing the benefit of a right, a benefit, a contract or a service offered.

In this context, personal data concerning him (or concerning the persons who are parties to or interested in the contract) may be processed by any authorised persons working within the entities of the Insurer Group in the context of the fight against fraud. This data may also be intended for authorised staff of organisations directly involved in fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, court officers, ministerial officers; third-party organisations authorised by law and, where applicable, victims of acts of fraud or their representatives).

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

For persons registered on a list of suspected fraudsters, the data concerning them is deleted, after the period of 5 years from the date of registration on this list.

- In its capacity as an Insurer, it is entitled to process data relating to offences, convictions and security measures either at the time of subscription to the contract, or during its performance or in the context of litigation management.

- Personal data may also be used by the Insurer in the context of the processing it implements and the purpose of which is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers.
- The personal data concerning him may be accessible to some of the Insurer's employees or service providers established in countries located outside the European Union.
- The Insured has, by proving their identity, a right of access, rectification, deletion and opposition to the data processed. They also have the right to request to limit the use of their data when they are no longer necessary, or to retrieve in a structured format the data they have provided when the latter are necessary for the contract or when they have consented to the use of this data.

He has the right to set guidelines for the fate of his or her personal data after death. These directives, whether general or specific, concern the retention, deletion and communication of one's data after one's death.

These rights can be exercised by contacting the NEAT Data Protection Representative by email at [dpo@neat.eu](mailto:dpo@neat.eu) or by post at NEAT – DPO – 16 place des quinconces 33000 Bordeaux After making a request to the Data Protection Representative and not having obtained satisfaction, they have the option of referring the matter to the CNIL (Commission Nationale de l'Informatique et des Libertés)

The full and current version of Helvetia's data processing policy can be found at: <https://www.helvetia.com/global/specialtylines/en/home/services/privacy.html>

## SUBROGATION

The Insurer is subrogated to the extent of the indemnities paid and the services provided by it in the rights and actions of the Insured, against any person responsible for the facts that have motivated its intervention. When the services provided under the agreement are covered in whole or in part by another company or institution, the Insurer is subrogated to the rights and actions of the Insured against this company or institution.

## PRESCRIPTION

Pursuant to Article L 114-1 of the Insurance Code, any action arising from this contract is prescribed by two years from the event giving rise to it. This period is extended to ten years for death benefits, with the actions of the beneficiaries being time-barred no later than thirty years from this event.

However, this period does not run:

- ◆ In the event of concealment, omission, false or inaccurate declaration of the risk incurred, only from the day on which the Insurer became aware of it;
- ◆ In the event of a disaster, only from the day on which the interested parties became aware of it, if they prove that they were unaware of it until then.

When the Insured's action against the Insurer is caused by the action of a third party, this limitation period runs only from the day on which this third party has brought legal action against the Insured or has been compensated by the latter.

This limitation period may be interrupted, in accordance with Article L 114-2 of the Insurance Code, by one of the following ordinary causes of interruption:

- the debtor's recognition of the right of the person against whom he was prescribing (Article 2240 of the Civil Code);
- a legal application, even in summary proceedings, until the proceedings are terminated. The same applies when it is brought before a court without jurisdiction or when the act of referral to the court is annulled by a procedural defect (Articles 2241 and 2242 of the Civil Code). The interruption is null and void if the plaintiff withdraws his claim or allows the proceedings to lapse, or if his claim is definitively rejected (Article 2243 of the Civil Code);
- a precautionary measure taken pursuant to the Code of Civil Enforcement Procedures or an act of enforcement (Article 2244 of the Civil Code).

It is recalled that:

The interpellation made to one of the joint debtors by a legal action or by an act of forced execution or the recognition by the debtor of the right of the person against whom he was prescribing interrupts the limitation period against all the others, even against their heirs. On the other hand, the interpellation of one of the heirs of a joint debtor or the recognition of this heir does not interrupt the limitation period with regard to the other co-heirs, even in the case of a hypothecary claim, if the obligation is divisible. This interpellation or recognition shall interrupt the limitation period, with regard to the other co-debtors, only for the share for which that heir is liable.

To interrupt the limitation period for the whole, with regard to the other co-debtors, it is necessary to question all the heirs of the deceased debtor or to recognize all these heirs (Article 2245 of the Civil Code).

The questioning of the principal debtor or its acknowledgment interrupts the limitation period against the guarantor (Article 2246 of the Civil Code).

The limitation period may also be interrupted by:

- The appointment of an expert following a claim;
- Sending a registered letter with acknowledgement of receipt (sent by the Insurer to the Insured with regard to the action for payment of the contribution, and addressed by the Insured to the Insurer with regard to the settlement of the claim indemnity).

## **DISPUTE RESOLUTION**

Any dispute arising between the Insurer and the Insured relating to the determination and payment of benefits shall be submitted by the most diligent party, in the absence of an amicable resolution, to the competent court of the Insured's domicile in accordance with the provisions of Article R 114-1 of the Insurance Code.

## **FAUSSES DECLARATIONS**

When they change the focus of the risk or diminish our view of it:

- Any concealment or intentionally false statement on your part will result in the nullity of the contract. The premiums paid remain with us and we will be entitled to demand payment of the premiums due, as provided for in article L113.8 of the Insurance Code.
- Any omission or inaccurate statement on your part whose bad faith is not established will result in the termination of the contract 10 days after the notification sent to you by registered letter and/or the application of the reduction in compensation under the Insurance Code as provided for in Article L 113.9.

## **CONTROL AUTHORITY**

The supervisory authority for Helvetia is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) – 4, place de Budapest – CS 92 459 – 75 436 Paris Cedex 9.

## **AGREEMENT OF EVIDENCE**

The Subscriber accepts the dematerialization of the relationships, as soon as the Insurance Contract is signed by means of a dematerialized procedure and subject to the receipt of the first insurance premium. This acceptance is valid for all subsequent insurance operations and in relation to the Contract. The insurer and the Policyholder expressly agree that any document concluded in a dematerialized manner according to the dematerialized procedure put in place constitutes (i) the original of the said document, (ii) literal proof within the meaning of Article 1316-1 of the Civil Code having the same probative value as a handwritten document on paper and may validly be invoked against the Parties and likely to be produced in court, as literal evidence, in the event of disputes, (iii) is proof of the content of the said document, of the identity of the Subscriber and of his or her consent to the obligations and consequences of fact and law arising from the document concluded in a dematerialized manner.

## **COMPETENT COURTS – APPLICABLE LAW**

In accordance with the regulations in force, the place of subscription of this insurance contract (corresponding to the place of receipt by the insurer of your acceptance of the offer to subscribe to the insurance product) is deemed to be located in France. As such, the interpretation and execution of the General Terms and Conditions and Special Conditions are governed by the French Insurance Code, without prejudice to mandatory rules that are more protective of the policyholder that may be enacted by the law of the country in which he or she has his or her habitual residence. In the event of a dispute arising in connection with the interpretation or performance of the Contract, the courts located in France or in the Member State of the European Union in which the habitual residence of the policyholder of the insurance contract is located will be the only competent authorities to decide this dispute.