Neat

Camping insurance FLEX



Contents

Do you wish to cancel your stay? 3

I · Preamble 3

II · Schedule of cover 4

III · Scope and duration of your cover 5

IV · Definitions 6

V · Description of coverage 7

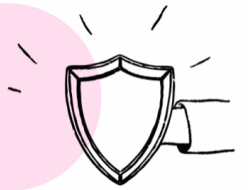
VI · General exclusions applicable to all our coverages 13

VII · Provisions common to all coverages 14

Multiple insurance 14
Data collection 15
Subrogation 16
Statute of limitations 16
Dispute settlement 17
False declarations 17
Supervisory authority 17
Agreement on evidence 17
Competent courts – applicable law 17

1
CAMPING INSURANCE
FLEX

Do you wish to cancel your stay?



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

You must then report your claim within 5 days at: **https://declare.neat.eu/campings-independants**

Remember to gather the following information:

- Your policy number,
- The reason for your cancellation,
- Your identity document,
- Your home address,
- The phone number where we can reach you,
- The reason for your declaration,
- The booking confirmation email for your stay or the purchase invoice for your stay,
- The cancellation invoice provided by the campsite,
- Bank details (RIB).

An insurance file number will be provided to you. It must be systematically quoted in all subsequent communications with our services.

A question about your enrolment or your insurance policy? Contact us:

By phone, at: **05 54 54 25 22** (from 9h to 17h, Monday to Friday)

I. Preamble



The FLEX policy is a collective insurance policy with individual and optional enrolment (n°4.001.532.235):

- **Underwritten by NEAT** (hereinafter referred to as "The Managing Broker" or "Neat"), an insurance brokerage company, a simplified joint-stock company with a share capital of **58 462,00 €** 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, Professional Civil Liability and Financial Guarantee compliant with Articles L 512-6 and L 512-7 of the French Insurance Code,
- **With the Insurer Helvetia Global Solutions Ltd** (hereinafter referred to as "the Insurer" or "Helvetia"), a public limited company under Liechtenstein law whose registered office is located 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, licensed as an insurance undertaking by the Financial Market Authority Liechtenstein (FMA Liechtenstein). Helvetia is authorized to carry out insurance business in France under the freedom to provide services, notified to the ACPR (ID Refassu: 224324). Helvetia is subject to the supervision of FMA Liechtenstein, Landstrasse 109, Postfach 279, 9490 Vaduz, Principality of Liechtenstein,
- **Distributed by** the Policyholder's distribution network having entered into a distribution agreement with NEAT.

NEAT and Helvetia (as an insurance undertaking operating 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. Schedule of cover



INSURANCE COVER	LIMITS AND DEDUCTIBLES
CANCELLATION WITH SUPPORTING DOCUMENTS	**Max 5000 € per person and 30 000 € per event** **No deductible in the event of cancellation for medical reasons.** **For cancellation due to loss of identity documents or cancellation of paid leave by the employer, a deductible of 25% will apply.** **For other reasons, a deductible of 15 euros per** claim file.
CANCELLATION WITHOUT SUPPORTING DOCUMENTS	**Reimbursement of cancellation fees up to the limit of 5000€ per claim.** **Deductible of 30% of the total amount of the stay.**
MODIFICATION FEES	**Cover up to a maximum limit of 2 000 € per person and 10 000 € per event.**
LATE ARRIVAL	**Reimbursement of unused land services pro rata temporis of the rental, with a maximum of 4 000 € per rental or pitch, within the limit of 25 000 € per event.** **Deductible: 1 day.**
TRIP INTERRUPTION EXPENSES	**Reimbursement of unused land services pro rata temporis, including any rental cleaning costs, in the event of early return.** **Cover up to a maximum limit of 4 000 € per person and 25 000 € per event.** **Deductible: 1 day.**
REPLACEMENT VEHICLE following a breakdown, material accident, or theft during the stay.	**Cover for a replacement vehicle of equivalent** category to the immobilized vehicle for a **maximum duration of 3 consecutive days**
PERSONAL ITEM FORGOTTEN IN THE RENTAL ACCOMMODATION: Reimbursement of shipping costs for a personal item forgotten in the rental accommodation	**Cover for the return of a single item, up to a maximum limit of 150 € per claim file.**
VETERINARY EXPENSES AND DOG CAT ASSISTANCE, including: **✓ Advice and notification to competent organizations in case of runaway/disappearance** **✓ Recovery costs** **✓ Rabies screening costs (in case of disappearance abroad)**	**Cover for 2 veterinary consultations maximum per stay, within the limit of 250 € for all Medical Expenses and Assistance coverages combined.**

III

Scope and duration of your cover



Effective date of cover:

- CANCELLATION WITH SUPPORTING DOCUMENTS AND FOR CANCELLATION WITHOUT SUPPORTING DOCUMENTS: the date of enrollment into this policy
- Forgotten items: the date of departure from the place of stay
- Other coverages: the date of arrival at the place of stay

Expiration of cover:

- CANCELLATION WITH SUPPORTING DOCUMENTS AND FOR CANCELLATION WITHOUT SUPPORTING DOCUMENTS: the start date of the stay
- Forgotten items: 10 days after the insured's return to their home
- Other coverages: the date of departure from the place of stay

Enrolment time limit:

This policy must be taken out within a maximum of 72h following the purchase of the stay or at the latest before the start of the cancellation fee scale. It will not be possible to declare a cancellation without supporting documents if the policy was taken out when the stay began within 30 days after the booking date.

The validity period of the coverages corresponds to the duration of the services sold by the stay organizer. **Under no circumstances may the duration of coverage exceed 3 months from the date of departure to the place of stay.**

IV. Definitions



We, the Insurer
HELVETIA, Joint-stock 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 RCS - Registered office: 40 rue Dufourstrasse Saint Gallens, Saint Gallen, Switzerland. Company belonging to the Helvetia Holding SA Group, registered under SIREN 775753072.

Serious bodily injury
Sudden impairment of health resulting from the sudden action of an external cause not intended by the victim, certified by a competent medical authority, leading to the issuance of a prescription for medication for the benefit of the patient and implying the cessation of any professional or other activity.

Fortuitous event
Unintentional, unforeseeable, irresistible, and external event.

Terrorist attack
Any act of violence, constituting a criminal or illegal attack committed against persons and/or property in the country in which you are staying, intended to seriously disrupt public order through intimidation and terror, and receiving media coverage. This "terrorist attack" must be recorded by the French Ministry of Foreign Affairs or the Ministry of the Interior.

If several terrorist 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 as one and the same event.

Insured
Natural person or groups duly insured under this policy and hereinafter referred to as "you". For Assistance and Insurance coverages, these persons must have their domicile in France, in the DOM-ROM COM and sui generis collectivities, or in Europe.

Injury
Sudden impairment of health resulting from the sudden action of an external cause not intended by the victim, certified by a competent medical authority.

Natural disaster
Abnormal intensity of a natural agent not resulting from human intervention. 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 public authorities.

Domicile
For Insurance cover, the principal and usual place of residence in France, in the DOM-ROM COM and sui generis collectivities, or in Europe is considered as domicile. In the event of a dispute, the tax domicile constitutes the domicile.

DROM
(Overseas Departments and Regions), 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 expressly never covered by the Insurance Policy.

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

Abroad
All countries outside your country of domicile.

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

Covered events under insurance
- Cancellation
- Late arrival
- Curtailment of stay
- Forgotten item
- Replacement vehicle

Provision of services
The assistance services covered by this agreement may only be triggered with the prior approval of the Insurer. Consequently, no expenditure made independently by the Beneficiaries may be reimbursed by the Insurer.

Deductible
Portion of the claim remaining payable by the Insured stipulated in the policy in the event of compensation following a claim. The deductible may be expressed as an amount, percentage, day, hour, or kilometer.

Illness
Sudden and unpredictable deterioration in health diagnosed by a competent medical authority.

Serious illness
Sudden and unpredictable deterioration in health diagnosed by a competent medical authority leading to the issuance of a prescription for treatment for the patient and entailing the cessation of any professional or other activity.

Maximum per event
Where cover applies to several insured persons who are victims of the same event and insured under the same special conditions, the insurer's cover is in any case limited to the maximum amount provided under this cover, regardless of the number of victims. Subsequently, indemnities are reduced and paid in proportion to the number of victims.

Family members
Your de jure or de facto spouse or any person bound to you by a civil solidarity pact (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 contractually agreed otherwise.

Nullity
Any fraud, falsification or false statement and false testimony likely to trigger the covers provided for in the agreement shall entail the nullity of our commitments and the forfeiture of the rights provided for in the said agreement.

Valuables
Pearls, jewelry, watches, furs worn, as well as any sound and/or image reproduction equipment and its accessories, hunting rifles, fishing equipment, laptops.

Pandemic
Epidemic that spreads over a large territory, crossing borders, and designated as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the claim occurred.

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

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

Claim
Fortuitous event of a nature likely to trigger the cover under this policy.

Territoriality
Worldwide.

V Description of coverage

"All cause except" cancellation and modification fees

Cancellation with supporting documents

We reimburse deposits or any sums retained by the trip organizer, within the **limits and after deduction of any deductible, indicated in the table of benefits**, when you are obliged to cancel your trip in its entirety prior to departure (outward journey). The reason for your cancellation must be sudden, unpredictable, and beyond your control.

Modification fees

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

In all cases, the amount of this indemnity may not exceed the amount of the cancellation fees payable on the date of occurrence of the event causing the modification.

Cancellation and modification covers are not cumulative

What we exclude:

In addition to the exclusions listed in Chapter VI. WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVERS? we cannot intervene if the cancellation results from:

- **any circumstance that merely affects the enjoyment of your trip;**
- **the simple fact that the destination of your trip is advised against 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 July 13, 1992;**
- **pregnancy complications beyond the 6th month.**

- **An event, illness, or accident that was the subject of an initial diagnosis, relapse, aggravation, or hospitalization between the date of purchase of the stay and the date of taking out the insurance policy,**
- **Any circumstance that merely affects simple enjoyment,**
- **Pregnancy and, in any event, voluntary termination of pregnancy, childbirth, in vitro fertilization and their consequences, as well as complications resulting from pregnancy beyond the 28th week,**
- **Failure to get vaccinated,**
- **Failure of any kind, including financial, on the part of the carrier making the fulfillment of its contractual obligations impossible,**
- **Lack or excess of snow,**
- **Any medical event of a psychic, psychological, or psychiatric nature, that did not result in hospitalization exceeding 3 consecutive days subsequent to taking out this Policy,**
- **Pollution, the local health situation, natural disasters subject to the procedure referred to in Law No. 82.600 of July 13, 1982, as well as their consequences, meteorological or climatic events,**
- **The consequences of criminal proceedings against you,**
- **Any event occurring between the date of booking the stay and the date of taking out the insurance policy.**
- **The lack of fortuity,**
- **An intentional act and/or act punishable by law, the consequences of alcohol impairment and the consumption of drugs, any narcotic substance mentioned in the Public Health Code, medications and treatments not prescribed by a physician,**
- **The simple fact that the geographic destination of the stay is advised against by the Ministry of Foreign Affairs of the insured person's country,**
- **An act of negligence on your part,**
- **Any event for which liability or coverage could fall on the organizer of the stay pursuant to the applicable Tourism Code,**
- **Failure to present, for any reason whatsoever, documents essential for the stay, such as passport, driver's license, identity card, visa, transport tickets, vaccination record, except in the event 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 booking date** of your stay
- **Illness or an accident concerning neither yourself nor any Family** Member

The "all cause except" Cancellation cover does not cover the inability to depart linked to border closures, material arrangements, accommodation conditions, or security conditions at the destination.

For what amount do we intervene?

We intervene for the amount of cancellation fees incurred on the day of the event that may trigger coverage, in accordance with the General Terms and Conditions of sale of the trip organizer, subject to a maximum amount and an excess stated in the schedule of benefits.

Processing fees, tips, visa fees, taxes, cleaning fees, as well as the premium paid in consideration for the subscription of this contract, are never refundable.

Within what time frame must you report the claim?

- Medical reason: you must report your claim as soon as it is established and have a competent medical authority confirm that the severity of your state of health is such as to contraindicate your stay. If your cancellation occurs after this contraindication to stay, our reimbursement will be limited to the cancellation fees applicable on the date of the contraindication (calculated according to the trip organizer's scale of charges).
- For any other cancellation reason: you must report your claim as soon as you become aware of the event that may trigger coverage. If your trip cancellation occurs after this date, our reimbursement will be limited to the cancellation fees applicable on the date of the event (calculated according to the trip organizer's scale of charges).

What are your obligations in the event of a claim?

Your claim declaration must be accompanied by:

- In case of illness or accident, a medical certificate specifying the origin, nature, severity, and foreseeable consequences of the illness or accident,
- In case of death, a death certificate and the family record book (livret de famille),
- In other cases, any supporting document.

You must provide us with the medical documents and information necessary to assess your claim using the preprinted envelope addressed to the consulting physician 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 hold these documents or information, you must obtain them from your doctor and send them to us. You must also send us, with the transmission of these supplementary documents to be made via a pre-printed envelope addressed to the consulting physician, any information or documents that may be requested from you to justify the reason for your cancellation, including:

- All photocopies of prescriptions prescribing medication, tests or examinations, as well as all documents proving their delivery or execution, and particularly treatment forms including, for prescribed medications, copies of the corresponding vignettes,
- Statements from the Social Security or any other similar body relating to the reimbursement of medical expenses and the payment of daily allowances,
- The paid invoice of the balance you are required to pay to the trip organizer or that the latter retains,
- Your insurance policy number,
- The registration form issued by the travel agency or the organizer,
- In the event of an accident, you must specify its causes and circumstances and provide us with the names and addresses of the liable parties, as well as, where applicable, witnesses.
- In the event of denied boarding: a supporting document issued by the transport company that denied you boarding, or by health authorities; in the absence of this supporting document, no compensation will be possible).
- And any other necessary document.

In addition, it is expressly agreed that you agree in advance to the principle of a medical examination by our consulting physician. Therefore, if you object to it without legitimate grounds, you will forfeit your rights to coverage.

It is expressly agreed that you release your doctor from medical confidentiality towards this consulting physician. On pain of forfeiture of rights, the Insured claiming coverage must submit all contractually required documents, without being able to plead, except in cases of force majeure, any reason preventing their production. If you object without valid grounds, you risk forfeiting your rights to coverage. By express agreement, you acknowledge our right to make coverage conditional upon compliance with this requirement.

Cancellation without supporting documents

What do we cover?

The "Cancellation without supporting documents" coverage offers you the possibility of obtaining reimbursement for your stay without having to provide supporting evidence proving the cause of the cancellation. However, a reason will always be requested.

Cancellation coverage applies to the entire stay

We reimburse you the amount of cancellation fees invoiced in accordance with the cancellation fee scale listed in the campsite's general terms and conditions.

Processing fees, tips, visa fees, taxes, cleaning fees, as well as the premium paid in consideration for the subscription of this contract, are never refundable.

Within what time frame must the claim be reported?

Two steps

1/ At the first sign of illness or as soon as you become aware of the event triggering coverage, you must notify **your campsite IMMEDIATELY.**

2/ Furthermore, you must report the claim to **NEAT – 16 place des quinconces 33000 Bordeaux or: https://declare.neat.eu/campings-independants**

You will systematically be asked for:

- The initial paid purchase invoice for the stay,
- The original invoice of the remaining expenses payable by you following the cancellation with the campsite,
- Bank account details (RIB),
- And a supporting document proving the family relationship with the Insured (if necessary).

Under the Cancellation "without supporting documents" coverage, trips whose execution is made impossible as a result of the following are excluded:

- Failure of any kind, including financial, on the part of the campsite.
- **Cancellation by the campsite of all or part of the services scheduled during the stay**

The indemnity paid under this coverage shall in no case exceed the price of the Stay declared at the time of subscription of this Policy, within the limits provided for in the Schedule of Benefits and after deduction of an excess, the amount of which is specified in the Schedule of Benefits.

In addition to the exclusions listed under "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVERAGES?", we cannot intervene if the cancellation results from:

- Failure of any kind, including financial, on the part of the campsite.
- **Cancellation by the campsite of all or part of the services scheduled during the stay**
- The lack of an uncertain event (aléa), which includes:
  1) Events, illnesses, or accidents that were the subject of a first diagnosis, a relapse, or an aggravation occurring prior to the effective date of this policy and making the trip impossible for the insured.
  2) Accidents and illnesses whose origin is known prior to policy subscription, except in the event of an unforeseeable deterioration of health.
  3) Events occurring between the booking date of the trip and the subscription date of this agreement.
  4) Cancellations resulting from a refusal of paid leave by the employer occurring after the purchase date of the stay
  5) **Pollution, local health situations, natural disasters subject to the procedure referred to by Law No. 82.600 of 13 July 1982 as well as their consequences, meteorological or climatic events,**
  6) Illness or accident affecting neither you nor any of your family members

Late arrival

What do we cover?

We guarantee pro rata temporis reimbursement for the unused period resulting from late possession of more than 24 hours of the rented accommodation or hotel room, as a consequence of one of the events listed under the cancellation coverage.

Coverage cannot be combined with cancellation coverage

What are your obligations in the event of a claim?

You must:

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

In all cases, the organizer's itemized invoices showing ground services and transport services will systematically be requested.

Without providing our consulting physician with the medical information necessary for assessing the claim, the claim cannot be settled.

Trip interruption costs

What do we cover?

If you must interrupt the stay covered by this policy, we agree to reimburse the unused "outdoor hospitality services" (excluding administration fees, insurance premium and any taxes) as well as any rental cleaning costs, for which you cannot claim reimbursement, replacement or compensation from the service provider if you are obliged to leave and return the rented pitch/accommodation to the hotelier as a result of:

- Serious illness, serious accident or death of yourself, your de jure or de facto spouse, your ascendants or descendants up to the 2nd 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 habitually living under your roof, of the person accompanying you during your stay, named and insured under this policy.
- Serious illness, serious accident or death of your professional replacement named at the time of subscription, of the person responsible during your stay for looking after your minor children, or of a disabled person of whom you are the legal guardian living under the same roof as you, whether or not you are their legal guardian.
- Serious damage caused by fire, explosion, water damage or natural forces to your business or private premises, requiring your presence imperatively in order to take the necessary conservatory measures.
- Theft at your business or private premises, provided that the scale of such theft requires your presence.

What we exclude:

In addition to the exclusions set out in the section "What are the general exclusions applicable to all of our guarantees?", interruptions resulting from the following are not covered:

- **Cosmetic treatment, spa cures, voluntary termination of pregnancy, in vitro fertilisation and its consequences;**
- **Psychic, mental or depressive illness without hospitalisation 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 required to build up the file and thus prove the validity and the amount of the claim.

In all cases, the originals of the tour operator's itemised invoices showing land-based services and transport services will be systematically requested.

Without providing our medical advisor with the medical information required to process the claim, the file cannot be settled.

It is expressly agreed that you release your doctor from medical secrecy with respect to this medical advisor. On pain of forfeiture, the Insured claiming benefit under the cover must submit all contractually required documents, without being able to plead, except in cases of force majeure, any reason preventing their submission. If you were to object without valid

reason, you would risk losing your rights to coverage. By express agreement, you acknowledge our right to make the activation of cover conditional upon compliance with this requirement.

Replacement vehicle

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

If the immobilisation of the vehicle exceeds 24 hours or the repair time exceeds 8 hours or the stolen vehicle is not recovered within 48 hours, we will cover a replacement vehicle of a category equivalent to the immobilised vehicle for a **maximum duration of 3 consecutive days**, and in all cases only during the period of immobilisation.

Provision conditions:

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

What we exclude

In addition to the exclusions listed under the heading "What are the general exclusions applicable to all of our guarantees?", we cannot intervene or indemnify if the immobilisation results from:

- **running out of fuel and fuel errors;**
- **a puncture;**
- **loss, forgetting, theft or breakage of keys, with the exception of key breakage in the steering lock of the** vehicle;
- **repetitive breakdowns of the same nature caused by failure to repair the vehicle following an initial intervention by our services in the month preceding the event;**
- **air conditioning problems and failures;**
- **bodywork damage that does not result in the immobilisation of the vehicle, unless contractually agreed otherwise;**
- **consequences of immobilising the vehicle to carry out maintenance operations;**
- **breakdowns of non-factory-fitted alarm systems.**

Our cover excludes reimbursement for:

- **fuel costs;**
- **items and personal belongings left in and/or on the vehicle;**
- **customs and storage fees except for those subject to prior agreement from the assistance service;**
- **assistance;**
- **transported goods and animals;**
- **vehicle repair and towing costs, spare parts;**
- **all expenses other than the provision of a replacement vehicle within the limits set out**
- **in the schedule of cover amounts.**

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

- **motorcycles under 125 cc;**
- **mopeds, scooters;**
- **luggage trailers with a maximum authorised**
- **gross vehicle weight rating exceeding 750 kg;**
- **non-standard manufactured trailers and any trailers other than those intended for the transport of luggage, as well as boat trailers, vehicle transport trailers.**

Forgotten personal Item in the rental property

What do we cover?

We reimburse you, upon presentation of the invoice for shipping the Forgotten Item and within the limit of the ceiling appearing in the Schedule of Cover Limits, the shipping costs of the Forgotten Item from the place of rental to your Home.

The cover applies to a single Forgotten Item per rental, it being specified that said Forgotten 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 parcel must not exceed 150 centimetres.

Under no circumstances may the Insurer be held liable for:

- delays attributable to transport organisations requested to deliver the Forgotten Item.
- breakage, loss, damage or theft of the Forgotten Item during shipment;
- consequences resulting from the nature of the Forgotten Item;
- refusal of dispatch authorisation for the Forgotten Item by national or international customs services.

What we exclude

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

- **Any item governed by national, European and international regulations on dangerous goods, as defined in particular by the regulations of the International Civil Aviation Organization (ICAO);**
- **All items containing explosives, ammunition, gases, solid and liquid flammable materials, oxidising, toxic and/or infectious substances, corrosive or radioactive products, lithium cells and batteries;**
- **All items which, due to their nature, packaging or packing, may present a danger to personnel, third parties, the environment, the safety of transport vehicles, or damage other items transported, machinery, vehicles or property belonging to third parties;**
- **Counterfeit items and/or items contrary to applicable laws and regulations;**
- **Narcotic products or any other illicit substance;**
- **Firearms;**
- **Items requiring temperature-controlled transport;**
- **Publications or audio-visual media prohibited by any applicable law or regulation;**
- **Living or dead animals;**
- **Any content whose transport by postal mail is likely to violate human dignity, the integrity or the respect of the human body, in particular funerary ashes and relics;**
- **Banknotes, negotiable instruments, payment cards, and legal tender metal coins with legal discharge status intended for circulation in France, and precious metals;**
- **Precious stones, pearls, identity documents and any other valuable item;**
- **Items whose transport constitutes a commercial transaction and those intended for sale;**
- **Motor vehicles, automotive accessories, gardening equipment, items containing liquids, furniture;**
- **Household or computer appliances and accessories, hi-fi equipment, musical instruments.**

For what amount do we intervene?

We cover the amount of shipping costs for the Forgotten Item, up to the maximum indicated in the Table of Benefits.

What are your obligations in the event of a claim?

After having contacted your host, found and arranged for the shipment of the forgotten item, your declaration, sent to us within 10 business days from shipment, except in cases of fortuitous event or force majeure, must be accompanied by:

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

Veterinary Care expenses

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

Assistance in case of loss and runaway

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

By contacting our service by phone (indicated above), we can provide you with:

- Advice and steps to follow to allow you to quickly locate your covered pet,
- The list of veterinarians (independent or clinics).

We contact on your behalf the organizations around your home likely to help you find your pet (gendarmerie, S.P.A. shelters, town hall, etc.) and cover any recovery costs.

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

In all cases, the maximum intervention of the Insurer amounts to **€250** for **all Veterinary Care Expenses and Assistance coverages combined.**

VETERINARY CARE EXPENSES AND DOG CAT ASSISTANCE

VI. General exclusions applicable to all our coverages



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

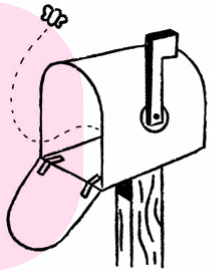
- Services that were not requested during the stay or that were not organized by us, or in agreement with us, do not entitle you, retrospectively, to a reimbursement or compensation,
- Restaurant, hotel expenses, except those specified in the text of the coverages,
- Damage caused intentionally by the Insured and that resulting from their participation in a crime, an offense or a brawl, except in cases of self-defense,
- Convictions and their consequences,
- The use of narcotics or drugs not medically prescribed,
- State of alcoholic intoxication,
- Customs duties,
- Participation as a competitor in a competitive sport or rally conferring the right to a national or international ranking organized by a sports federation for which a license is issued, as well as training for these competitions,
- The professional practice of any sport,
- Participation in endurance or speed competitions or events and their preparatory trials, aboard any land, water, or air conveyance,
- Consequences of failure to comply with recognized safety rules related to the practice of any leisure sports activity,
- Expenses incurred after return from the stay or the expiration of the coverage,
- Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motor vehicle used), air sports, high-altitude mountaineering, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, speleology, snow sports involving an international, national, or regional ranking,
- Wilful non-compliance with the regulations of the country visited or engaging in activities not authorized by local authorities,
- Official bans, seizures, or constraints by law enforcement,
- The use by the Insured of aerial navigation devices,
- The use of weapons of war, explosives, and firearms,
- Damage resulting from an intentional or fraudulent fault of the Insured pursuant to Article L.113-1 of the French Insurance Code,
- Suicide and attempted suicide,
- Epidemics and pandemics unless otherwise specified in the coverage, pollutions, natural disasters,
- Civil or foreign war, riots, strikes, civil commotion, acts of terrorism, hostage taking,
- The disintegration of the atomic nucleus or any irradiation originating from an energy source having a radioactive nature.
- Absence of fortuitous event

Under no circumstances may the INSURER be held liable for failures or delays in the performance of its obligations resulting from cases of force majeure, or events such as civil or foreign war, riots or civil commotion, lockouts, strikes, attacks, acts of terrorism, piracy, 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 force majeure, as well as their consequences.

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

VII

Provisions common to all coverages



What is the geographical scope of the policy?

The coverages and/or benefits subscribed under this policy apply to claims occurring within the European Union.

Complaints handling

In case of disagreement or dissatisfaction regarding the implementation of the coverages in this information notice, we invite you to inform NEAT, by writing to: **reclamation@neat.eu**

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

The mediator is an external figure to NEAT who performs their duties with complete independence. This referral is free of charge.

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

Within three weeks from receipt of your request, the Mediator informs you of its admissibility or non-admissibility. The mediator then issues a reasoned opinion within three (3) months following the notification of the admissibility of the request. The referral procedure to the mediator and the "Mediation Charter" of France Assureurs can be consulted on the website: franceassureurs.fr.

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

You have a right of cancellation for this policy for a period of thirty (calendar) days from its conclusion, without fees or penalties. However, if you benefit from one or more free insurance premiums, such that you do not have to pay a premium for one or more months at the beginning of the performance of the policy, this period only runs from the payment of all or part of the first premium.

Right of cancellation

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

- 1° You purchased this policy for non-professional purposes;
- 2° This policy is a complement to the purchase of a good or service sold by a provider;
- 3° The policy you wish to cancel is not fully executed;
- 4° You have not reported any claim covered under this policy.

In this situation, you may exercise your right to cancel this policy by letter or any other durable medium addressed to the insurer of the policy. The insurer is required to reimburse you the premium paid, within thirty days from your cancellation.

Furthermore, to avoid double insurance, you are invited to verify that you are not already the beneficiary of a cover covering one of the risks covered by the policy you have subscribed to.

Sample cancellation letter:

> "I, the undersigned, (Last Name, First Name and Address), hereby declare that I cancel my enrollment in the **insurance policy.** Executed on (Date and Place), Signature".

When you exercise your right of withdrawal, the Insurer is required to refund, where applicable, the amount of the premium paid within 30 days from the date the right of withdrawal is exercised.

However, the full premium remains due to the Insurer if you exercise your right of withdrawal after a claim triggering the policy cover has occurred during the 30-day withdrawal period.

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

Multiple insurance

In accordance with Article L. 121-4 of the French Insurance Code (Code des assurances), we reserve the right to require you, upon any claim for compensation, to declare the existence of any other insurance covering the same risk and to state for each: the insurer's name, the policy number, and the sum insured.

If multiple insurances have been taken out deceitfully or fraudulently, we reserve the right to demand the invalidation of this policy and to claim damages, in accordance with Article L. 121-3 of the French Insurance Code (Code des Assurances).

Data collection

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

- Answers to the questions asked are mandatory and, in the event of misrepresentation or omissions, the consequences for them may be the invalidation of the accession to the contract (Article L 113-8 of the French Insurance Code) or the reduction of indemnities (Article L 113-9 of the French Insurance Code),
- The processing of personal data is necessary for accession to and performance of their contract and its coverages, the management of commercial and contractual relationships, or the execution of applicable legal, regulatory, or administrative provisions.
- The data collected and processed is retained for the period necessary for the performance of the contract or the legal obligation. This data is then archived in accordance with the periods provided by the provisions relating to statutory limitation periods.
- The recipients of the data concerning them are, within the limits of their responsibilities, the Insurer's departments in charge of issuing, managing, and executing the insurance Policy and coverages, its delegates, agents, partners, subcontractors, and reinsurers within the framework of their duties.

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

Information concerning them may also be transmitted to the Policyholder, as well as to any persons authorized as Authorized Third Parties (courts, arbitrators, ombudsmen, relevant ministries, supervisory and regulatory authorities, and any public bodies authorized to receive them, as well as auditing services such as statutory auditors, auditors, and internal audit departments).

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

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

- Their personal data may also be used within the framework of insurance fraud prevention processing which may lead, where applicable, to registration on a list of persons presenting a fraud risk.

This registration may result in a longer review of their file, or even the reduction or refusal of the benefit of a right, a benefit, a contract, or a service offered.

In this context, personal data concerning them (or concerning persons who are parties to or interested in the contract) may be processed by any authorized persons operating within the entities of the Insurer's Group in the fight against fraud. This data may also be intended for authorized staff of organizations directly concerned by fraud (other insurance organizations or intermediaries; judicial authorities, ombudsmen, arbitrators, court officers, judicial officers; third-party organizations authorized by a legal provision and, where applicable, victims of fraudulent acts or their representatives).

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

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

- In its capacity as Insurer, it is entitled to process data relating to offenses, convictions, and security measures either at the time of taking out the contract, during its performance, or in the context of dispute management.
- Personal data may also be used by the Insurer in the context of processing it implements for research and development purposes to improve the quality or relevance of its future insurance and/or assistance products and service offers.

- Personal data concerning them may be accessible to certain employees or service providers of the Insurer established in countries located outside the European Union.
- The Insured has, upon proof of identity, a right of access, rectification, deletion, and objection to the processed data. They also have the right to request restriction of the use of their data when it is no longer necessary, or to retrieve in a structured format the data they provided when it is necessary for the contract or when they consented to the use of such data.

They have the right to define instructions regarding the handling of their personal data after their death. These instructions, general or specific, concern the retention, erasure, and disclosure of their data after their death.

These rights may be exercised with the Data Protection Officer Representative of NEAT, by email at **dpo@neat.eu** or by mail at NEAT – DPO – 16 place des quinconces 33000 Bordeaux. After having submitted a request to the Data Protection Officer Representative and failing to obtain satisfaction, they have the option to refer 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 consulted at the following address:
https://www.helvetia.com/global/specialtylines/en/home/services/privacy.html

Subrogation

The Insurer is subrogated, up to the amount of the indemnities paid and services provided by it, to the rights and actions of the Insured against any person responsible for the events that prompted its intervention. When the benefits provided in execution of 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 that company or institution.

Statute of limitations

Pursuant to Article L 114-1 of the French Insurance Code, any action deriving from this contract is time-barred after two years from the event that gives rise to it. This period is extended to ten years for death coverages, with actions by beneficiaries being time-barred at the latest thirty years from that event.

However, this period shall run:

- In the event of concealment, omission, false or inaccurate declaration regarding the risk incurred, only from the date the Insurer became aware of it;
- In the event of a claim, only from the date 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 a third party's recourse, this statutory limitation period only runs from the day that third party took legal action against the Insured or was indemnified by the latter.

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

- the recognition by the debtor of the right of the person against whom they were prescribing (article 2240 of the Civil Code);
- a legal claim, even by summary proceedings, until the extinction of the proceedings. The same applies when it is brought before a court that lacks jurisdiction or when the act of referral to the court is nullified as a result of a procedural defect (articles 2241 and 2242 of the Civil Code). The interruption is null and void if the claimant withdraws their claim or allows the proceedings to lapse, or if their claim is definitively rejected (article 2243 of the Civil Code);
- a conservatory measure taken pursuant to the Code of Civil Enforcement Procedures or an act of forced execution (article 2244 of the Civil Code).

It is recalled that:

The formal summons made to one of the joint and several debtors by a legal claim or by an act of forced execution, or the recognition by the debtor of the right of the person against whom they were prescribing, interrupts the statutory limitation period against all the others, even against their heirs. However, the formal summons made to one of the heirs of a joint and several debtor or the recognition of this heir does not interrupt the statutory limitation period with respect to the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. This summons or this recognition interrupts the statutory limitation period, with respect to the other co-debtors, only for the portion for which this heir is liable. To interrupt the statutory limitation period in its entirety, with respect to the other co-debtors, the formal summons must be made to all heirs of the deceased debtor, or there must be recognition by all these heirs (article 2245 of the Civil Code).

The formal summons made to the principal debtor or their recognition interrupts the statutory limitation period against the guarantor (article 2246 of the Civil Code).

The statutory limitation period may also be interrupted by:

- The appointment of an expert following a loss;
- The sending of a registered letter with acknowledgment of receipt (sent by the Insurer to the Insured regarding the action for payment of the premium, and sent by the Insured to the Insurer regarding the settlement of the claim indemnity).

Dispute settlement

Any dispute arising between the Insurer and the Insured relating to the determination and settlement of benefits shall be submitted by the most diligent party, failing an amicable resolution, to the competent jurisdiction of the Insured's domicile in accordance with the provisions set out in article R 114-1 of the French Insurance Code.

False declarations

When they alter the subject of the risk or diminish our opinion thereof:

- Any concealment or intentionally false declaration on your part results in the nullity of the contract. The premiums paid shall remain acquired by us and we shall be entitled to demand the payment of premiums due, as provided for in article L113.8 of the French Insurance Code.
- Any omission or inaccurate declaration on your part where bad faith is not established results in the termination of the contract 10 days after the notification sent to you by registered letter and/or the application of the reduction of indemnities of the French Insurance Code as provided for in article L 113.9.

Supervisory authority

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

Agreement on evidence

The Policyholder accepts the dematerialisation of relations, as from the signature of the Insurance Contract by means of a dematerialised process and subject to the collection of the first insurance premium. This acceptance is valid for all subsequent insurance transactions related to the Contract. The Insurer and the Policyholder expressly agree that any document concluded electronically according to the dematerialised procedure in place constitutes (i) the original of the said document, (ii) written evidence within the meaning of article 1316-1 of the Civil Code having the same evidential value as a paper document written by hand and may be validly invoked against the Parties and likely to be produced in court, as written evidence, in the event of disputes, (iii) serves as proof of the content of the said document, of the identity of the Policyholder and of their consent to the obligations and factual and legal consequences arising from the document concluded electronically.

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 insurance product subscription offer) is deemed to be located in France. As such, the interpretation and execution of the General Conditions and Special Conditions are governed by the French Insurance Code, without prejudice to mandatory rules providing greater protection to the policyholder that may be enacted by the law of the country in which they have their habitual residence. In the event of any dispute arising on the occasion of the interpretation or execution of the Contract, the courts located in France or in the Member State of the European Union in which the habitual residence of the insurance contract policyholder is located shall have exclusive jurisdiction to decide this dispute.