

L'assurance camping simplifiée

Camping insurance

simplified

PREMIUM CANCELLATION



Without supporting documents

"Insurance that covers everything"



INFORMATION NOTICE FOR THE INSURANCE POLICY

HOW DO I CONTACT NEAT?

Via the website: <https://www.neat.eu/>

By email: sinistre@ava.fr

Please remember to have the following information ready which will be requested during contact:

- Your policy number;
- Your full name;
- Your residential address;
- A telephone number where we can contact you;
- The reason for your report.

You will be given an insurance file number. You should always quote this number when dealing with our Insurance Department.



TABLE OF BENEFITS

INSURANCE BENEFITS	COVER LIMIT
<p>1. CANCELLATION</p> <p>✓ Cancellation without supporting documents (A1).</p>	<p>(A1) Max. 5,000 per claim/Excess 30% on cancellation costs with a minimum of €50 per accommodation</p>

* by train, first class; or by plane, economy class



CLAUSE 1 – DEFINITIONS AND SCOPE OF APPLICATION

We, us, the Insurer

MUTUAIDE ASSISTANCE – 126 rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX. SA (public limited company) with share capital of € 12,558,240 – regulated by the ACPR (Autorité de Contrôle Prudentiel de Résolution – French Prudential Supervision and Resolution Authority) – 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 – 383 974 086 RCS Bobigny – VAT no. FR 31 383 974 086

Abroad

Any country outside your country of domicile.

Attack

Any act of violence, constituting a criminal or illegal attack against persons and/or property in the country in which you are staying, aimed at seriously disturbing public order through intimidation and terror and which is covered by the media.

Such an "attack" must be registered 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 as a single coordinated action, this event will be considered as a single event.

Beneficiary

Individual or group duly insured under this policy and referred to hereinafter as "you".

Claim event

Event of a random nature that is likely to trigger the cover provided under this policy.

COM

COM means the French Overseas Collectivities, i.e. French Polynesia, Saint-Pierre and Miquelon, Wallis and Futuna islands, Saint Martin, and Saint-Barthélemy.

Covered trip

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

Domicile

Domicile is considered to be your principal and usual place of residence in France, in the French Overseas Departments and Collectivities and single local authorities, or in Europe. In the event of a dispute, the tax domicile constitutes the domicile.

DOM-ROM, COM and single local authorities

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

DROM

DROM refers to the French Overseas Departments and Regions, i.e. Guadeloupe, Martinique, French Guiana, Réunion and Mayotte.

Duration of cover

- The "cancellation" cover takes effect on the date of taking out the policy and expires on the date of your departure on the trip.
- The duration of cover for other benefits corresponds to the dates of the trip indicated on the invoice issued by the tour operator, with a maximum duration of 90 consecutive days.



Europe

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

European Economic Area (EEA)

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

Events covered under insurance

According to the policy taken out:

- ✓ Cancellation
- ✓ Interruption of your trip

Family members

Your legal or de facto spouse or any person linked to you by a civil union, your ancestors 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 ancestors, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law or those of your spouse. They must be domiciled in the same country as you unless otherwise stipulated in the policy.

Geographical coverage

The entire world.

Group

All participants listed on the same registration form for the stay.

Illness

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

Injury

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

Insurance Excess

Share of the claim borne by the Beneficiary as provided for in the policy in the case of compensation paid out as the result of a claim. The insurance excess may be expressed as an amount or a percentage, or in days, hours, or kilometres.

Long-haul:

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

Maximum per event

In the case where the cover is exercised in favour of several insured persons who are victims of the same event and who are insured under the same special conditions, the insurer's cover is in all circumstances limited to the maximum amount provided for under this cover, regardless of the number of victims. Consequently, the compensation is reduced and settled in proportion to the number of victims.

**Medium-haul:**

"Medium-haul" travel is understood to mean travel to Europe and Maghreb countries.

Natural disaster

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

Nullification

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

Payment of benefits

The benefits provided under this policy can be paid out only with the prior agreement of MUTUAIDE ASSISTANCE. Consequently, no expense incurred by the Beneficiaries on their own authority can be reimbursed by MUTUAIDE ASSISTANCE.

Serious accidental injury

Serious deterioration of health resulting from the sudden action of an external cause not intentional on the part of the victim, established by a competent medical authority, leading to the issue of a prescription for medication for the patient and implying the cessation of all activity, professional or otherwise.

Serious illness

A sudden and unforeseeable deterioration in health certified by a competent medical authority, resulting in the issue of a prescription for medication for the patient and involving the cessation of all activities, professional or otherwise.

We organise

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

We pay for the service

We finance the service.

CLAUSE 2 – DESCRIPTION OF INSURANCE BENEFITS

1. CANCELLATION**CANCELLATION WITHOUT SUPPORTING DOCUMENTS**

The "Cancellation without supporting documents" cover offers you the possibility of obtaining reimbursement for your stay without having to provide proof of the cause of the cancellation. However, the reason for your cancellation will be systematically requested.

The compensation paid under this cover may under no circumstances exceed the price of the stay declared at the time of taking out this Policy, within the limits provided for in the Table of Benefits and after deduction of an excess the amount of which is specified in the Table of Benefits.

We will **reimburse you the amount** of the cancellation fee charged in accordance with the cancellation schedule listed in the camp site's general terms and conditions.

Application fees, gratuities, visa fees and the premium paid for this policy are not refundable.



However, you will be systematically asked for:

- The initial purchase invoice paid for the stay,
- The original of the invoice for fees remaining at your expense following the cancellation with the camp site,
- Bank account details (RIB),
- And proof of the relationship with the Insured (if necessary).

As part of the "without supporting documents" cancellation cover, trips whose performance is made impossible following:

- Failure of any kind, including financial, of the tour operator, carrier
- The cancellation of all or part of the services provided during this trip
- Restrictions on the movement of persons laid down by the competent authorities of the country of departure or transit or destination
- Any event or consequence related to an epidemic or pandemic.

WHEN SHOULD YOU REPORT THE CLAIM?

1/ As soon as the illness manifests itself or you become aware of the claim event, you must **notify the camp site IMMEDIATELY.**

If you cancel your trip at a later date with your camp site, we will only reimburse you the cancellation fee from the date of the contraindication established by a competent authority, in accordance with the cancellation scale shown in the camp site's special terms and conditions of sale

CLAUSE 3 – GENERAL EXCLUSIONS

The following are not covered:

- Services which have not been requested during the trip or which have not been organised by us or in agreement with us are not eligible for reimbursement or compensation after the event;
- Dining and hotel expenses except those specified in the description of benefits;
- Damage caused intentionally by the beneficiary and that resulting from his/her participation in a crime, misdemeanour or brawl, except in self-defence;
- Amounts due in fines/penalties and their consequences;
- The use of narcotics or drugs not prescribed medically;
- The state of drunkenness;
- Customs duties;
- Participation as a competitor in a competitive sport or rally leading to a national or international ranking which is organised by a sports federation for which a licence is issued, as well as training for such competitions;
- The practice of any sport in a professional capacity;
- Participation in competitions or endurance or speed events and their preparatory stages, on board any land, water, or air vehicle;
- The consequences of non-compliance with the recognised safety rules associated with the practice of any leisure sport;
- Expenses incurred after the return from the trip or the expiry of the policy;
- Accidents resulting from participation, even as an amateur, in the following sports: motor sports (regardless of the type of motor vehicle used), aerial sports, high mountain climbing, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, potholing, snow sports with an international, national or regional ranking;
- Wilful non-compliance with the regulations of the country visited or the practice of activities not authorised by the local authorities;



- Official prohibitions, seizures, or restrictions imposed by the public authorities;
- The use by the Beneficiary of aerial navigation equipment;
- The use of war devices, explosives, and firearms;
- Damage resulting from intentional or fraudulent misconduct on the part of Beneficiary in accordance with Article L.113-1 of the French Insurance Code;
- Suicide or attempted suicide;
- Epidemics or pandemics, pollution, natural disasters;
- Civil or foreign wars, riots, strikes, public unrest, acts of terrorism, hostage taking;
- Radioactive decay or any irradiation from a radioactive energy source.

MUTUAIDE ASSISTANCE cannot be held responsible for failures or delays in the execution of its obligations resulting from events of force majeure, or events such as civil or foreign war, riots or public unrest, lock-outs, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other natural disasters, radioactive decay, the explosion of devices and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other unforeseen event or event of force majeure, as well as their consequences.

CLAUSE 4 – CLAIMS PROCESSING

If you have any disagreement or dissatisfaction with the implementation of your insurance policy, we invite you to make this known to NEAT by calling 05 54 54 25 22 (Service available from 10 a.m. to 12 p.m. and from 2 p.m. to 4 p.m.) or by writing to reclamation@neat.eu for the insurance cover listed below:

- Cancellation without supporting documents

If you disagree or are dissatisfied with the response, you may write to:

MUTUAIDE – Insurance Department

TSA 20001

NOISY LE GRAND CEDEX

MUTUAIDE undertakes to acknowledge receipt of your letter within 10 working days. It will be processed within two months at the latest.

If the dispute is not resolved, you may write to the Insurance Ombudsman at:

La Médiation de l'Assurance

TSA 50110 75441

Paris Cedex 09

The opinion of the insurance ombudsman does not bind the parties, which are free to accept or refuse their proposal for a solution and to refer the matter to the competent court.

CLAUSE 5 – DATA COLLECTION

The Beneficiary acknowledges that he/she has been informed that the Insurer processes his/her personal data in accordance with the regulations relating to the protection of personal data in force and that, moreover:

- the answers to the questions asked are required and that in the event of false declarations or omissions, the consequences for the Policy Holder may be the nullification of the policy (Article L.113-8 of the French Insurance Code) or a reduction of the compensation paid (Article L.113-9 of the French Insurance Code);

- Processing of personal data is necessary for the subscription and execution of their policy and benefits, for the management of commercial and contractual relationships, or for the execution of legal, regulatory, or



administrative provisions in force,

- The data collected and processed shall be stored for the time periods required for the execution of the policy or as required by law. These data shall then be archived for the applicable legal limitation periods.
- The recipients of the data relating to the Insured are, within the limits of their responsibilities, the Insurer's departments in charge of the conclusion, management and execution of the insurance policy and cover, and its delegates, agents, partners, subcontractors and reinsurers within the framework of the exercise of their functions.

The data may also be sent, if necessary, to professional bodies and to any persons involved in the policy such as lawyers, experts, court officers and ministerial officers, curators, guardians and investigators.

Information concerning the Policy Holder may also be sent to the Policy Holder, as well as to all persons empowered as Authorised Third Parties (courts, arbitrators, ombudsmen, relevant ministries, supervisory and control authorities and all public bodies authorised to receive the information, as well as to the inspection and audit services such as statutory auditors, inspectors and internal control departments).

- In its capacity as a financial organisation, the Insurer is subject to the legal obligations arising principally from the French Monetary and Financial Code with regard to the prevention of money laundering and terrorist financing and, in this respect, it follows a process for monitoring policies which may result in a report of suspicious transactions or in freezing of assets.
- Data and documents relating to the Beneficiary are held for a period of five (5) years from the expiry of the policy or the termination of the relationship.
- The Insured's personal data may also be used in the context of processing to combat insurance fraud, which may lead, if necessary, to registration on a list of persons presenting a risk of fraud.

This may mean that examination of the file takes longer or may result in the reduction or refusal of an entitlement, a benefit, a policy or a service offered.

As such, personal data relating to the Insured (or persons party to or affected by the policy) may be processed by any authorised persons working within the entities of the Insurer's Group in the context of the fight against fraud. These data may also be intended for the authorised personnel of organisations directly concerned by a fraud (other insurance organisations or intermediaries; judicial authorities, ombudsmen, arbitrators, court officers, ministerial officers; third-party bodies authorised by a legal provision and, where applicable, the victims of fraudulent acts or their representatives).

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

For persons registered on a list of suspected fraud offenders, the data concerning them shall be deleted after a period of five (5) years from the date of their registration on this list.

- In its capacity as an insurance company, the Insurer is entitled to process data relating to offences, convictions and security measures either at the time of taking out the policy, or during its execution or within the framework of managing disputes.
- Personal data may also be used by the Insurer in the context of processing carried out by the Insurer for the purposes of research and development to improve the quality or relevance of its future insurance products and/or assistance and service offerings.
- The Insured's personal data may be made available to some of the Insurer's employees or service providers located outside European Union countries.
- The Beneficiary has the right to access, modify and delete his/her personal data or oppose the processing of his/her data, by providing proof of identity. They also have the right to ask to limit the use of their data when they are no longer needed or to recover in a structured format the data they have provided when these data are necessary for the policy or when they have consented to the use of the data.

They have the right to define instructions for the handling of their personal data after their death. These instructions,



whether general or specific, concern the retention, deletion and communication of their data after their death.

These rights may be exercised with the Insurer's Representative Data Protection Officer:

- by email: to: DRPO@MUTUAIDE.fr
- or
- in writing to the following address: Representative Data Protection Officer – MUTUAIDE ASSISTANCE – 126, rue de la Piazza – CS 20010 – 93196 Noisy le Grand CEDEX.

If a request submitted to the Representative Data Protection Officer is not satisfactorily dealt with, the Insured may refer the matter to the French Data Protection Authority (CNIL – Commission Nationale de l'Informatique et des Libertés).

CLAUSE 6 – SUBROGATION

MUTUAIDE ASSISTANCE is subrogated to the extent of the compensation paid and the services provided by it in the rights and actions of the Beneficiary, against any person responsible for the facts which motivated its intervention. When the services provided in execution of the agreement are covered in whole or in part by another company or institution, MUTUAIDE ASSISTANCE is subrogated to the rights and actions of the Beneficiary against this company or institution.

CLAUSE 7 – PERIOD OF LIMITATION

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

However, this period only runs:

- In the case of concealment, omission, false or inaccurate statement on the risk incurred, from the day the Insurer became aware thereof,
- In the event of a claim, only from the day when the affected parties became aware of it, if they can prove that they were unaware of it until then.

When the Policy Holder's action brought against the Insurer is based on recourse by a third party, this period of limitation shall run only from the day on which this third party took legal action against the Policy Holder or was compensated by the latter.

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

- Recognition by the obligor of the right of the person against whom they could claim inaction within the time limit (Article 2240 of the French Civil Code);
- The bringing of a legal claim, including in summary proceedings, up until the termination of the proceedings. The same applies where the action is brought before a court which lacks jurisdiction or where the act of bringing the action before the court is annulled as a result of a breach of procedure (Articles 2241 and 2242 of the French Civil Code). The interruption is null and void if the plaintiff withdraws their claim or allows the proceedings to lapse, or if their claim is definitively rejected (Article 2243 of the French Civil Code);
- In the case of a protective measure in accordance with the French Code of Civil Procedure or an act of forced execution (Article 2244 of the French Civil Code).



It is recalled that:

Interpellation made to one of the joint and several obligors by a legal demand or by an act of forced execution or the recognition by the obligor of the right of the one against whom they could claim inaction within the time limit interrupts the period of limitation against all others, even against their heirs.

However, interpellation made to one of the heirs of a joint and several obligor or the acknowledgement of this heir does not interrupt the period of limitation with regard to the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. Such interpellation or acknowledgement interrupts the period of limitation with respect to the other co-obligors, only for the share for which this heir is liable.

In order to interrupt the limitation period for the whole, with regard to the other co-debtors, it is necessary to summon all the heirs of the deceased debtor or to acknowledge all these heirs (Article 2245 of the *Code civil* (French Civil Code)).

The interpellation of the principal obligor or their acknowledgement interrupts the period of limitation against the guarantor (Article 2246 of the French Civil Code).

The period of limitation may also be interrupted by:

- The appointment of an expert following a claim;
- The sending of a registered letter with acknowledgement of receipt (sent by the Insurer to the Policy Holder in respect of the action for payment of the premium and sent by the Policy Holder to the Insurer in respect of the payment of the claim).

CLAUSE 8 – SETTLEMENT OF DISPUTES

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

CLAUSE 9 – FALSE DECLARATIONS

When they change the object of the risk or reduce our opinion of it:

- **Any concealment or intentionally false declaration on your part shall render the policy null and void. The premiums paid shall be retained by us and we shall be entitled to demand payment of the premiums due, as provided for in Article L.113-8 of the French Insurance Code.**
- **Any omission or inaccurate declaration on your part, the bad faith of which is not established, shall lead to the cancellation of the policy 10 days after the notification that will be sent to you by registered letter and/or the application of the reduction of the indemnities under the French Insurance Code as provided for in article L.113-9.**

CLAUSE 10 – SUPERVISORY BODY

The insurer is regulated by MUTUAIDE ASSISTANCE and the ACPR (*Autorité de Contrôle Prudentiel et de Résolution*):

– 4, place de Budapest – CS 92 459 – 75 436 Paris Cedex 9.