

# L'assurance camping simplifiée

Camping insurance

simplified

**COMFORT CANCELLATION**

<b>INFORMATION NOTICE FOR THE INSURANCE POLICY</b>
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**HOW DO I CONTACT NEAT?**

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

By email: [sinistre@ava.fr](mailto: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><b>1 / CANCELLATION</b></p> <ul style="list-style-type: none"> <li>✓ <b>Cancellation for medical reasons</b> (A1).</li> <li>✓ <b>Cancellation for any reason</b> (A2)</li> <li>✓ <b>Full cancellation except</b> (A3)</li> </ul> <p><b>2 / STAY INTERRUPTION FEES (in case of premature return)</b></p> <ul style="list-style-type: none"> <li>✓ <b>Reimbursement of unused land services</b> on a pro rata basis (not including transport) (B)</li> </ul>	<p>(A1) Max. 5,000 per claim/Excess per booking €30 for medical reasons and 20% of the cancellation fee with a minimum of €50 for other reasons</p> <p>(A2) Max. 5,000 per claim/Excess per booking €30 for medical reasons and 20% of the cancellation fee with a minimum of €50 for other reasons</p> <p>(A3) Max. €5,000 per claim/Excess per booking €30 for medical reasons and 20% of the cancellation fee with a minimum of €50 for other reasons</p> <p>(B) €5,000 per person</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 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 camping trip
- The duration of cover for other benefits corresponds to the dates of the trip indicated on the invoice issued by the camp site, 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 external cause not intentional on the part of the victim, 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.

<b>CLAUSE 2 – DESCRIPTION OF INSURANCE BENEFITS</b>
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**1. CANCELLATION****CANCELLATION FOR MEDICAL REASONS**

The benefit is granted for the reasons and under the circumstances listed hereinafter to the exclusion of all others, within the limits indicated in the Table of Benefits:

- **Serious illness, serious bodily injury or death, including the consequences, after-effects, complications or aggravation of an illness or accident, recorded prior to the subscription of your trip affecting:**

yourself, your legal or de facto spouse, your ancestors or descendants (any level), your guardian or any person usually living under your roof;

your 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, fathers-in-law, mothers-in-law;

your professional replacement designated at the time the policy was taken out;

The person designated at the time this policy was taken out, charged during your trip with looking after or accompanying on holiday your minor children, or the disabled person living under your roof, provided that the claim relates to hospitalisation for more than 48 hours, or death.

- **Complications relating to pregnancy up to the 28<sup>th</sup> week.**

- ✓ and which lead to the absolute cessation of all activity, professional or otherwise, and provided that at the time of departure you are not more than 6 months pregnant; or
- ✓ if the nature of the journey is incompatible with the state of pregnancy, provided that you were not

aware of your condition at the time of booking the travel.

**It is your responsibility to establish the reality of the situation giving rise to the right to our benefits, and we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the reality of the facts.**

### **CANCELLATION FOR ANY REASON**

The benefit is granted for the reasons and under the circumstances listed hereinafter to the exclusion of all others, within the limits indicated in the Table of Benefits:

- **Serious material damage** urgently requiring your presence on the day of departure to take the necessary precautionary measures, as a result of fire, water damage or natural elements and affecting more than 50% of your private or business premises.
- **Theft from private or business premises**, urgently requiring your presence on the day of departure, provided that it occurred during the 48 hours prior to departure from the camp site.
- **Your notice to attend for an organ transplant**, on a date during the planned trip, and provided that the appointment was not known at the time the policy was taken out.
- **Contraindication to vaccination**, the after-effects of a vaccination, or a medical impediment to receiving a preventive treatment necessary for the destination chosen for your trip.
- **Serious damage to your vehicle** occurring in the 48 hours prior to departure, and meaning that it can no longer be used to get to your destination/your departure point.
- **An accident or breakdown of your means of transport** occurring during your journey to your departure point, resulting in a delay of more than two hours, causing you to miss the flight booked for your departure, provided that you had made arrangements to arrive at the airport at least 2 hours before the boarding deadline.
- **Your economic lay-off or that of your legal or de facto spouse**, provided that the procedure had not been initiated at the time of taking out this policy and/or that you were not aware of the date of the event at the time the policy was taken out.
- **Obtaining salaried employment or a paid internship** that takes effect before or during the dates planned for your trip, while you were registered with the French Employment Office (Pôle Emploi), provided that this is not a case of extension, renewal or modification of a contract or an assignment offered by a temporary employment agency.
- **Your imperative, unforeseeable and non-deferrable summons by an authority** for a meeting or event on a date during the planned trip, provided that the summons was not known about at the time of taking out the policy.
- **Your notice of attendance to retake a university examination** on a date during your trip, provided that the failure of the exam was not known at the time of taking out this policy.
- **The refusal of a tourist visa by the authorities of the country chosen for your trip**, provided that you have not submitted any application that would have been refused by these authorities during a previous trip, that your application enabled them to take a position prior to your trip, and provided that you comply with the requirements of the administrative authorities of this country.
- **Your professional transfer, not for disciplinary reasons**, imposed by your employer, obliging you to move during the duration of your insured trip or in the eight days prior to your departure and provided that the transfer was not known about at the time the policy was taken out. This benefit is granted to salaried employees, excluding self-employed professionals, managers, legal representatives of a company, freelancers, craftsmen and entertainment workers, 20% of the cancellation fee with a minimum of €50.
- **The cancellation or modification of the date of your paid annual leave by your employer**. This benefit is granted to salaried employees, excluding self-employed professionals, managers, legal representatives of a company, freelancers, craftsmen and entertainment workers. This leave,

corresponding to an acquired right, must have been the subject of a prior written agreement from the employer before taking out the policy, 20% of the amount of the cancellation fee with a minimum of €50.

- **Your summons to attend an appointment for the adoption of a child** during your insured trip, provided that the appointment date was not known at the time the policy was taken out.
- **Cancellation due to the separation of a couple, either married, living together under a civil union, or openly cohabiting**; this benefit is only granted on presentation of legal and official documents proving the real nature of the separation or of the cohabitation in the case of a civil union (divorce proceedings, termination of the civil union contract, all documents proving the cohabitation of the couple, EDF GDF and telephone bills, joint bank accounts, joint declaration, etc.).
- **Theft, in the 48 hours prior to your departure, of your identity papers** (passport, identity card) which are essential for crossing the necessary border(s) during your trip, provided that a declaration of theft has been made, as soon as the theft is known, to the nearest police authorities.
- **Cancellation for a covered reason** of one or more persons booked to travel at the same time as you (max. 09) and insured under this policy. If you wish to travel alone, the additional costs will be taken into account, but our refund will not exceed the amount due in the event of cancellation on the date of the event.
- **Fees for a change of traveller charged by the service provider**, if for an insured event you prefer to be replaced by another person rather than cancel your trip. Our refund shall not exceed the amount due in the event of cancellation on the date of your change of traveller.
- **A riot, an attack or an act of terrorism occurring abroad**, in the city or cities of your trip destination. You are covered in the event of a riot, an attack or an act of terrorism, when at least two of the following three conditions are met:
  - o The event has resulted in material and physical damage in the city or cities of your trip destination;
  - o The French Ministry of Foreign Affairs strongly advises against travel to the city or cities of your trip destination;
  - o The date of your departure is scheduled less than 30 days after the event and no event of the same nature has occurred in the country concerned in the thirty days prior to taking out the policy, the event having to occur after taking out the policy.

In all cases of trip cancellation, the compensation will be paid to you after deduction of a specific excess indicated in the Table of Benefits. This excess also applies to the persons registered at the same time as you and insured under this policy.

**CANCELLATION FOR ANY REASON EXCEPT**

Cover is also granted, within the limits set out in the Table of Benefits, for **any other random event of any kind constituting an immediate, real and serious impediment** preventing your departure and/or the completion of the activities planned during your trip. A random event means any sudden, unforeseeable event beyond the control of the insured justifying the cancellation of the stay. The random event must have a direct causal link with the impossibility to leave.

**AMOUNT OF COVER**

The compensation paid out under this policy may not under any circumstances exceed the cost of the trip as declared on taking out this policy and must be within the limits set out 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 of less than €50, gratuities, visa fees and the premium paid on taking out this policy are not



refundable.

### **WHEN SHOULD YOU REPORT THE CLAIM?**

There are two stages:

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**

2/ Secondly, you must report the claim to **NEAT – 117 Quai de Bacalan, 33300 BORDEAUX** ([serviceclient@neat.eu](mailto:serviceclient@neat.eu)) within five working days of the claim event.

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

**Your written claim statement must be accompanied by:**

- In the case of an illness or accident, a medical certificate and/or official hospital report specifying the origin, nature, seriousness and foreseeable consequences of the illness or accident;
- In the event of death, a certificate and the civil status form;
- In all other cases, any document proving the reason for your cancellation.

You must provide **NEAT – 117 Quai de Bacalan, 33300 BORDEAUX** ([serviceclient@neat.eu](mailto:serviceclient@neat.eu)) with the documents and medical information required to follow up your claim, using the pre-printed "Medical Department" envelope that we will send you on receipt of the claim form, together with the medical questionnaire to be completed by your doctor.

**If you do not have these documents or this information, you must obtain them from your doctor and send them to NEAT – 117 Quai de Bacalan, 33300 BORDEAUX** ([serviceclient@neat.eu](mailto:serviceclient@neat.eu)) using the pre-printed envelope mentioned above. You must also send all information or documents requested of you in order to justify the reason for your cancellation, in particular:

- ✓ All photocopies of prescriptions for medication, analyses or examinations as well as all documents proving their issue or execution, and in particular health forms including, for prescribed medication, copies of the corresponding labels,
- ✓ Social Security statements or statements from similar bodies, relating to the reimbursement of treatment costs and the payment of daily allowances,
- ✓ The original receipted invoice for the debit that you must pay to the camp site or that the camp site keeps,
- ✓ Your insurance policy number,
- ✓ The registration form issued by the camp site,
- ✓ In the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of the persons responsible, as well as, if applicable, any witnesses,
- ✓ And any other documents required.

**In addition, it is expressly agreed that you accept in advance a possible examination by our medical officer. If you object to this without a legitimate reason, you will lose your right to compensation.**

### **WHAT IS EXCLUDED**

**The Cancellation benefit does not cover the impossibility of leaving due to the practical organisation of the accommodation or safety conditions at the destination.**

In addition to the exclusions common to all benefits, the following are also excluded:

- ◆ An event, an illness or an accident that is first diagnosed, relapses, worsens or leads to hospitalisation between the date of purchase of the trip and the date of taking out the insurance policy;
- ◆ Any circumstance that is only detrimental to your enjoyment;
- ◆ Pregnancy including its complications beyond the 28<sup>th</sup> week and in all cases, voluntary interruption of pregnancy, childbirth, in vitro fertilisation and its consequences;
- ◆ Forgetting to obtain vaccinations;
- ◆ Default of any kind, including bankruptcy, of the carrier meaning that it is impossible for it to fulfil its contractual obligations;
- ◆ Lack or excess of snow;
- ◆ Any medical event whose diagnosis, symptoms or cause are of a psychological or psychiatric nature, and which has not resulted in hospitalisation for more than three consecutive days subsequent to taking out this policy;
- ◆ 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, weather or climate events;
- ◆ The consequences of criminal proceedings to which you are subject;
- ◆ Any other event occurring between the date of taking out the insurance policy and the date of departure of your trip;
- ◆ Any event occurring between the date of booking the trip and the date of taking out the insurance policy;
- ◆ The absence of risk or hazard;
- ◆ An intentional and/or legally punishable act, the consequences of drunkenness or taking drugs, any stupefying substance mentioned in the Public Health Code, medicines and treatments not prescribed by a doctor;
- ◆ The fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs;
- ◆ An act of negligence on your part;
- ◆ Any event for which the camp site could be held responsible in application of the Tourism Code in force;
- ◆ The failure to present, for any reason whatsoever, documents essential to the stay, such as passport, identity card, visa, transport tickets, vaccination booklet, except in the case of the theft of the passport or identity card within 48 hours prior to departure.

## **2/ COSTS RELATING TO INTERRUPTION OF TRIP**

Following medical repatriation organised by MUTUAIDE ASSISTANCE or by any other assistance company, we will reimburse you, your family members and any other persons covered under this policy and who are accompanying you, any trip costs already paid and not used (excluding transport) *pro rata temporis*, with effect from the night following the event leading to the medical repatriation or immediate hospitalisation.

Similarly, if a member of your family who is not participating in the trip suffers a serious illness, serious bodily injury or death, and if, as a result, you have to interrupt your stay and we proceed with your repatriation, we will reimburse you, your family members covered under this policy and any other persons who are accompanying you, any trip costs already paid and not used (excluding transport) *pro rata temporis*, with effect from the night following the date of the early return home.

In addition, in the event of theft, serious damage due to 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 protective measures, we will reimburse you, your family members covered under this policy and any other persons who are accompanying you, any trip costs already paid and not used (excluding transport) *pro rata temporis*, with effect from the night following the date of the early return home.

#### **WHAT IS EXCLUDED**

**In addition to the exclusions common to all benefits, the following are also excluded:**

- ◆ **Claims for reimbursement of travel tickets;**
- ◆ **Claims for reimbursement of services not included on the travel booking form and therefore not guaranteed (even if these services are purchased from the tour operator's local representative on site);**
- ◆ **Interruptions to the trip of which the cause was known before the start of the trip.**

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

You must report the claim to **NEAT – 117 Quai de Bacalan, 33300 BORDEAUX** ([serviceclient@neat.eu](mailto:serviceclient@neat.eu)), within five working days of when you became aware of the loss, except in the case of unforeseen events or force majeure. If you do not comply with this deadline and we suffer loss as a result, you lose all rights to compensation.

You must send us all the documents necessary for the establishment of the claim and thus prove the validity and the amount of the claim.

In all cases, you must provide us with:

- The original detailed invoices from the tour operator showing the land and transport services;
- The invoice for the stay or the agency's registration form;
- The certificate or proof from the Assistance company confirming the date of repatriation or early return home and the reason for this;
- Any other document that we may consider necessary to process the claim.

**Without the communication to our medical advisor of the medical information needed for the investigation, the claim cannot be settled.**

- Any other document that we may consider necessary to process the claim.

**Without the communication to our medical advisor of the medical information needed for the investigation, the claim cannot be settled.**

<b>CLAUSE 3 – GENERAL EXCLUSIONS</b>
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**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

1. 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](mailto:reclamation@neat.eu) for the insurance cover listed below:

- ✓ Cancellation
- ✓ Costs relating to interruption of your trip

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](mailto: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.