

# CANCELLATION Insurance

## Insurance product information document



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

### Product: CANCELLATION - Policy no. 283709

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

#### What type of insurance is it?

CANCELLATION insurance is an individual insurance policy whose purpose is to cover the insured party in the event of financial loss resulting from the cancellation of his/her trip.



#### What is insured?

##### ✓ CANCELLATION FOR MEDICAL REASONS

Reimbursement of stay, particularly in the event of serious illness, up to a maximum of €10,000 per person

##### ✓ CANCELLATION FOR NAMED CAUSES

Reimbursement of stay due to causes specified in the policy, up to a maximum of €10,000 per person, with a deductible of €30 per case

##### ✓ HEALTH PROTECTION CANCELLATION

Reimbursement of stay following an epidemic and/or pandemic expressly mentioned in the policy, such as COVID-19 contamination, up to a maximum of €10,000 per person, with a deductible of €50 per person

*For ceilings not mentioned, please refer to the Table of Coverage in the Information Leaflets.*



#### What is not insured?

- ✗ The consequences of the trip organiser's default,
- ✗ The consequences of a nuclear incident, civil or foreign war, terrorist attack, riot or strike,
- ✗ Intentional and/or legally punishable acts



#### Are there any exclusions to coverage?

The main policy exclusions are:

- Intentional fault on the part of the insured party.
- Illnesses or accidents involving an initial diagnosis, treatment or hospitalisation between the time the trip is booked and the time the policy is taken out.
- The fault of the trip organiser, airline or train company.

The policy also includes certain restrictions:

- The policy must be taken out on the date the trip is booked or, at the latest, the day before the first date the cancellation fee schedule is applied.
- For "Trip Cancellation" cover, a waiting period of 4 days will apply from the date of purchase of the policy for all policies taken out after the date of registration for the trip.



#### Where am I covered?

Cover applies worldwide.



## What are my obligations?

### - When you take out the policy

the insured party must pay the premium.

the insured party must answer all questions asked by the Insurer, in particular in the declaration form, to enable the Insurer to assess the risks covered.

### - In the event of a claim

the insured party must declare the claim within 5 working days of becoming aware of it.

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



## When and how do I make payments?

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

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



## When does coverage begin and end?

### Start of cover

"Trip Cancellation" cover takes effect on the date this policy is taken out.

### Right of withdrawal

A right of withdrawal is provided for stays of more than one month, in accordance with article L112-10 of the French Insurance Code: the Insured party who, for non-professional purposes, takes out an insurance policy constituting an addition to a good or service sold by a supplier may cancel this policy, without cost or penalty, as long as the policy has not been fully performed or the Insured party has not invoked any coverage, and within a maximum period of thirty calendar days from the conclusion of the policy. When the insured party benefits from one or more free insurance premiums, this period runs only from payment of all or part of the first premium. This right does not apply if you report a covered Claim to the Insurer during this 30-day period.

### End of cover

"Trip Cancellation" cover expires on the date of departure for the trip (place of meeting with the organiser on the outward journey).



## How can I terminate the policy?

The commitment is firm and definitive, with no possibility of cancellation or right of withdrawal for stays of less than one month (L. 112-2-1-II-3° of the French Insurance Code)



**Insurance policy  
information sheet  
Cancellation  
No. 283709**

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## How to report a claim

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

By e-mail: [care@neat.eu](mailto:care@neat.eu)

You will be asked to provide the following information when you file your claim:

- Email associated with your reservation
- First and last name associated with your reservation
- Your subscription number

On your first call, you will be given a **case number**.

Reference this in all future dealings with the insurance department.

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## I. TABLE OF COVERAGE

COVERED REASONS FOR CANCELLATION	AMOUNTS INCL. VAT Maximum / person
<p><b>1. Cancellation for medical reasons</b></p> <p>Reimbursement of trip cancellation fees following cancellation of your trip for the following medical reasons:</p> <ul style="list-style-type: none"> <li>• Serious illness, serious bodily injury and death,</li> <li>• Pregnancy complications up to the 28th week,</li> <li>• Unscheduled hospitalization,</li> <li>• Pathology similar to a psychological, nervous or mental illness,</li> <li>• Contraindications or side effects related to a mandatory vaccination.</li> </ul>	<p><b>Maximum €10,000 per person</b></p>
<p><b>2. Cancellation for medical reasons in the event of an epidemic or pandemic:</b></p> <p>Reimbursement of holiday cancellation fees following cancellation of your holiday for the following reasons:</p> <ul style="list-style-type: none"> <li>• Cancellation due to serious illness as a result of an epidemic or pandemic,</li> <li>• Cancellation due to death or serious illness requiring hospitalization of a Member of the Insured party's family, following contamination with COVID-19 (and more generally in the event of an epidemic or pandemic) declared within 30 days prior to departure,</li> <li>• Cancellation following a positive COVID-19 PCR test within 72 hours of the required departure date,</li> <li>• Cancellation due to a case of contact within 14 days of departure,</li> <li>• Cancellation in case of absence of vaccination against COVID-19.</li> </ul>	<p><b>Maximum €10,000 per person</b></p> <p><b>Deductible of €50 per person</b></p>
<ul style="list-style-type: none"> <li>• Cancellation due to the insured party being refused boarding following a COVID-19 check carried out on arrival at the airport, train station, bus station or ferry terminal of departure following a temperature check organized by the health authorities of the country of departure or the transport company with which he/she is travelling.</li> </ul>	<p><b>Maximum €10,000 per Person, Deductible of 10% of cancellation costs</b></p>

<p><b>3. Cancellation for named causes</b></p> <p>Reimbursement of holiday cancellation fees following cancellation of your holiday for the following reasons:</p> <ul style="list-style-type: none"> <li>• Serious property damage,</li> <li>• Theft from your private or business premises,</li> <li>• Summons to appear as a witness or juror in a court of law, for the adoption of a child or for a make-up exam,</li> <li>• Obtaining salaried employment or paid internship,</li> <li>• Redundancy,</li> <li>• Serious damage to the vehicle,</li> <li>• A contraindication to vaccination</li> <li>• Cancellation for a covered reason by one or more persons booked at the same time as you</li> <li>• Name change fees charged by the supplier</li> </ul>	<p><b>Maximum €10,000 per person</b></p> <p><b>Deductible of €30 per case</b></p>
<ul style="list-style-type: none"> <li>• Professional transfer</li> <li>• Cancellation and modification of paid leave</li> <li>• Theft of identity papers in the 5 days before departure</li> </ul>	<p><b>Maximum €10,000 per person</b></p> <p><b>10% deductible with a minimum of €50 per person and a maximum of €150 per case</b></p>

## II. FOREWORD

The "Cancellation" policy is a group insurance policy with optional individual subscription (no **283709**):

- **Underwritten by NEAT** (hereinafter the "Broker Manager" or "Neat"), an insurance brokerage simplified joint stock company with a share capital of €7,7610.25, whose registered office is at 16 Place des Quinconces, 33000 Bordeaux, registered with the Bordeaux Trade and Companies Registry under number 913 676 581 and with the ORIAS under number 22004644, Professional Liability and Financial Guarantee in compliance with Articles L512-6 and L512-7 of the French Insurance Code,
- **With the Insurer HELVETIA Global Solutions Ltd** (hereinafter "the Insurer" or "Helvetia"), a public limited company incorporated under the laws of Liechtenstein, whose registered office is at Aeulestrasse 60, 9490 Vaduz, Principality of Liechtenstein, registered in the Trade Register of the Principality of Liechtenstein under number FL-0002.191.766-9, licensed as an insurance company by the Financial Market Supervisory Authority of the Principality of Liechtenstein (FMA Liechtenstein). Helvetia is authorised to carry out insurance business in France in respect of the freedom to provide services, notified to the ACPR (REFASSU ID: 224324). Helvetia is supervised by the FMA Liechtenstein, Landstrasse 109, Postfach 279, 9490 Vaduz, Principality of Liechtenstein,
- **Distributed by TRAVELFACTORY**, Simplified Joint Stock Company, whose registered office is at 19 rue Emmy Noether 93400 Saint-Ouen and registered with the Bobigny Trade and Companies Register under number 414 520 254.

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



### III. POLICY DURATION AND TERRITORY OF APPLICATION

#### 1. COMMENCEMENT AND DURATION OF COVER

"Cancellation" cover takes effect on the day you take out this policy and expires on the day you leave on your trip.

The cover validity period corresponds to the duration of the services sold by the trip organiser.

#### 2. WHAT IS THE GEOGRAPHICAL COVERAGE OF THE POLICY?

The cover and/or benefits purchased under this policy apply in the countries included in the trip booked with the tour operator.

Insurance cover is granted worldwide, with the exception of countries subject to restrictions issued by the Ministry of Foreign Affairs in your country of residence, or where the World Health Organization (WHO) has formally advised against travel.

## IV. COMMON DEFINITIONS

**For a better understanding of the insurance benefits, you will find below the definitions of the terms in *italics* in the text of this Information Sheet, applicable to all cover.**

### **Serious bodily injury**

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

### **Hazard**

Unintentional, unforeseeable, irresistible and external event.

### **Insured Party**

The natural persons duly insured under this policy, hereinafter referred to as "you".

### **Insurer**

HELVETIA Global Solutions Ltd, a public limited company incorporated under Liechtenstein law, having its registered office at Aeulestrasse 60, 9490 Vaduz, Principality of Liechtenstein, registered in the Trade Register of the Principality of Liechtenstein under no. FL-0002.191.766-9, licensed as an insurance company by the Financial Market Supervisory Authority of the Principality of Liechtenstein (FMA Liechtenstein). Helvetia is authorised to carry out insurance business in France in respect of the freedom to provide services, notified to the ACPR (REFASSU ID: 224324). Helvetia is supervised by the FMA Liechtenstein, Landstrasse 109, Postfach 279, 9490 Vaduz, Principality of Liechtenstein,

### **Attack**

An attack is any act of violence, constituting a criminal or illegal attack, against persons and/or property in the country in which you are staying, with the aim of seriously disturbing public order. This "attack" will have to be recorded by the French Ministry of Foreign Affairs. If several attacks take place on the same day, in the same country, and if the authorities consider them to be a single coordinated action, they will be considered to be a single event.

### **Natural disasters**

Abnormal intensity of a natural agent not caused by human intervention.

### **French Insurance Code**

Collection of legislative and regulatory texts governing insurance policies.

### **Residence**

Residence is defined as your principal and habitual place of residence in France, the French overseas departments and territories (DOM-ROM COM), sui generis communities or in Europe.

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

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

### **Transport company**

A transport company is any company duly authorized by the public authorities to transport passengers

### **Epidemic**

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

### **Europe**

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

### **Performance of services**

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

### **Deductible**

Portion of the indemnity remaining payable by you following a claim. The deductible can be expressed as an amount, percentage, day, hour or kilometre.

### **Illness**

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

### **Serious illness**

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

### **Maximum per event**

Where cover is provided for several Insured parties who are victims of the same event and who are insured under the same special conditions, the Insurer's cover is limited to the maximum amount provided for under this cover,

regardless of the number of victims. As a result, compensation is reduced and paid in proportion to the number of victims.

### **Family member**

Your legal or de facto spouse or any person bound to you by a civil partnership, your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law or those of your spouse.

They must be domiciled within the provisions of the definition of Residence.

### **We organise**

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

### **We pay**

We finance the service

### **Nullity**

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

### **Pandemic**

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

### **Quarantine**

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

### **Claim**

A random event that triggers coverage under this policy.

### **Subrogation**

The legal situation whereby one person transfers the rights of another person (in particular: substitution of the Insurer for the Policyholder for the purpose of taking legal action against the opposing party).

### **Third parties**

Any person other than the Insured Party responsible for the damage.

Any Insured Party who suffers bodily injury, property damage or consequential loss caused by another Insured Party (Insured Parties are considered to be third parties between each other).

## IV. DESCRIPTION OF THE CANCELLATION COVER

### 1. PURPOSE OF COVERAGE

#### a. What do we cover?

If you are forced to cancel **your trip** before departure (on the outbound leg), the coverage provides for the reimbursement of your cancellation costs. Reimbursement will be made up to the amounts invoiced by the travel organizer, in accordance with its general terms and conditions of sale, and up to the ceiling indicated in **Chapter "I. Table of Coverage"**.

Compensation is paid after deduction:

- of the insurance premium,
- of a deductible (variable according to the reason for cancellation, see **Chapter "I. Table of coverage"**),
- as well as non-refundable costs such as port or air taxes, visa fees, insurance premiums and administrative costs charged by the organizer. Please note that airport taxes, which are included in the price of your ticket, are only payable once you have actually boarded your flight, and that the airport company is obliged to reimburse you for these amounts if you have not boarded your flight. You must consult the general terms and conditions of sale or transport to find out how these taxes are reimbursed (art. L 113-8 of the French Consumer Code).

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

**Cancellation for a covered reason by one or more people booked at the same time as you (maximum 4 people) and insured under this policy, if the cancellation means you have to go on your own. If you wish to travel on your own, 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.**

### Prerequisite for compensation:

It should be noted that the insured party may only claim the benefit of cancellation coverage in the event of an event expressly provided for in the policy, **and subject to the transmission of supporting documents to establish the reality and covered nature of the event.**

b. When do we intervene?

You are covered for the reasons and circumstances listed below to the exclusion of all others, within the limits indicated in the summary table of coverage.

i. Cancellation for medical reasons

We cover the cost of cancelling your trip if you are unable to leave due to the following events:

- **Concerning the *Insured Party* or a *Family Member*:**
  - Serious illness, serious bodily injury or death, including the consequences, after-effects, complications or aggravation of a pre-existing accident or illness,
  - Unscheduled hospitalization of more than 48 consecutive hours.
- **For the *Insured Party* only:**
  - Medically confirmed pregnancy complications up to and including the 28th week, when these complications:
    - entail the absolute cessation of all professional or other activity, and provided that you are not more than 6 months pregnant at the time of departure;
    - or if the very nature of the trip is medically incompatible with pregnancy, provided that you were unaware of your condition at the time of booking.
  - Pathology similar to a psychological, nervous or mental illness,
  - A contraindication or consequences of vaccinations required for the stay and medically attested and unknown at the time of taking out this policy.

ii. Cancellation for medical reasons following an Epidemic or Pandemic in case of:

Reimbursement of holiday cancellation fees following cancellation of your holiday for the following reasons:

- **Death or *serious illness* requiring hospitalization of the *Insured Party* or a *Family Member*** as a result of an epidemic or pandemic,
- **Following the *Insured Party's* positive result for COVID-19** in a PCR test carried out within 72 hours prior to the required departure (a medical certificate must be sent to us),
- **Cancellation in the event of absence of vaccination against COVID-19** when, at the time of taking out this policy, the country of destination did not require vaccination against Covid 19 for entry into its territory, but at the time of your departure it does:
  - and you are no longer within the required timeframe to be vaccinated for this trip,
  - or you are unable to undergo vaccination because of a medical contraindication to vaccination.
- **Boarding denied** at the departure airport, train station, bus station or port following a temperature check organised by the health authorities of the country of departure or the

transportation company with which you are travelling. (Proof of denied boarding issued by the airline or health authorities must be provided to us without fail; no compensation will be paid without it).

**It is your responsibility to establish the reality of the situation giving rise to entitlement to our benefits. We therefore reserve the right to refuse your claim, on the advice of our doctors, if the information provided does not prove the materiality of the facts.**

### iii. Cancellation due to:

Reimbursement of holiday cancellation fees following cancellation of your holiday for the following reasons:

- **Serious material damage**, requiring your presence on the day of your scheduled departure to take the necessary precautionary measures, resulting from fire, water damage or natural elements and affecting more than 50% of your *Residence*.
- **Theft from your *Residence***, requiring your presence on the day of departure, provided it occurred within 48 hours prior to departure.
- **Your summons as a witness or juror**, requiring your presence for the entire period of your insured stay, which cannot be postponed, and provided that the summons was not known at the time the insurance policy was taken out.
- **Notification for the adoption of a child**, requiring your presence for the entire period of your insured stay, which cannot be postponed, and provided that the notification was not known at the time the insurance policy was taken out.
- **Your invitation to a make-up examination**, on a date during your trip, for a university make-up examination, provided that the failure of the examination was not known at the time the present insurance policy was taken out.
- **Obtaining salaried employment or a paid internship**, taking effect before or during the dates scheduled for your trip, while you were registered with the Pôle Emploi (job centre), provided that this is not a case of extension, renewal or modification of the type of contract, or an assignment provided by a temporary employment agency.
- **Your redundancy or that of your legal or de facto spouse**, provided that the procedure had not been initiated at the time this policy was taken out and/or that you were not aware of the date of the event at the time the policy was taken out.
- **Serious damage to the vehicle**, occurring within 48 hours of departure, and to the extent that the vehicle can no longer be used to get you to your departure point.
- **Vaccination contraindication**, consequences of vaccination or the medical impossibility of following a preventive treatment necessary for the destination chosen for your trip.

- **Cancellation for a covered reason by one or more people booked at the same time as you** (maximum 4 people) and insured under this policy, if the cancellation means you have to go on your own. If you wish to travel on your own, 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.
- **Name change fees charged by the service provider** (TO, airline, etc.), if for a covered reason you prefer to be replaced by another person rather than cancel the trip. In all cases, our refund will not exceed the amount due in the event of cancellation on the date of the event.
- **A professional transfer**, non-disciplinary, imposed by your employer, obliging you to move during your insured stay or during the 8 days prior to your departure, provided that the transfer was not known at the time the insurance policy was taken out. This cover applies to salaried employees, excluding members of the liberal professions, managers, legal representatives of companies, self-employed workers, artisans and "intermittent du spectacle" entertainers.
- **Cancellation and modification of the date of your paid vacations by your employer.** This cover applies to salaried employees, excluding members of the liberal professions, managers, legal representatives of companies, self-employed workers, artisans and "intermittent du spectacle" entertainers. This leave, which is an acquired right, must be approved in advance by the employer.
- **Theft of your identity papers (passport, ID card)**, within 5 days of your departure, essential for the customs clearance(s) scheduled during your trip, provided that a theft report has been filed as soon as possible with the nearest police authorities.



## V. WHAT TO DO IN THE EVENT OF A CLAIM

### DECLARATION DEADLINES

You must notify your travel agency IMMEDIATELY at the first sign of *illness* or knowledge of the event giving rise to coverage.

If you cancel the trip at a later date with your travel agent, we will only reimburse you for the cancellation fees from the date of knowledge of the event giving rise to the coverage, in accordance with the cancellation scale shown in the travel agent's special conditions of sale.

- **Medical reason** you must declare your *Claim* as soon as it is established and certified by a competent medical authority that the seriousness of your state of health is such as to contraindicate your stay. If you cancel after the date of this contraindication, our reimbursement will be limited to the cancellation fees applicable at the date of contraindication (calculated according to the trip organiser's schedule).
- **For any other reason for cancellation** you must declare your *claim* as soon as you become aware of the event that may trigger coverage. If you cancel your stay after this date, our reimbursement will be limited to the cancellation fees applicable at the date of the event (calculated according to the trip organiser's schedule).

You must report the *claim* to NEAT within five working days of the event giving rise to the coverage:

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

By e-mail: [care@neat.eu](mailto:care@neat.eu)

### SUPPORTING DOCUMENTS

Your written report of a *claim* must be accompanied by:

- in the event of *illness* or accident, a medical certificate and/or a hospitalization record specifying the origin, nature, severity and foreseeable consequences of the *illness* or accident,
- in the event of death, a death certificate and civil status form,
- in all other cases, any document justifying the reason for your cancellation.

**You must provide NEAT with the documents and medical information required to investigate your case, which we will send you as soon as we receive the *claim* form, together with the medical questionnaire to be completed by your doctor.**

**If you do not have these documents or information, you will need to obtain them from your attending physician and send them to NEAT.**

**You must also provide any information or documents requested to justify the reason for your cancellation, and in particular:**

- all photocopies of prescriptions for medicines, tests or examinations, as well as all documents proving that they have been dispensed or carried out, and in particular *medical expense* reimbursement claim forms including copies of the corresponding labels for the medicines prescribed.
- statements from the French social security system or any other similar organisation concerning the reimbursement of treatment costs and the payment of daily allowances,
- the original receipted invoice for the debit that you are required to pay to the travel agency, or that the travel agency retains,
- your insurance policy number,
- the registration form issued by the travel agency,
- in the event of an accident, you must specify the causes and circumstances, and provide us with the names and addresses of those responsible, as well as any witnesses,
- in the event of denied boarding: proof of denied boarding issued by the airline or health authorities; in the absence of such proof, no compensation will be paid),
- and any other necessary documents.

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

## VI. GENERAL EXCLUSIONS

Coverage for Epidemics and Pandemics does not cover the impossibility of leaving due to the closure of borders, material organization, accommodation or safety conditions at destination.

### WHAT WE EXCLUDE FOR ALL COVERAGES:

- Excluded expenses:
  - Customs fees
  - Meal and hotel expenses, except those specified in the terms of coverage
  - Expenses incurred after the return from the trip or the expiry of coverage
- Aesthetic treatments
- Medical exclusions:
  - An event, illness or accident that has been the subject of an initial diagnosis, a relapse an aggravation or hospitalization between the date of purchase of the trip and the date of purchase of the insurance policy
  - Pregnancy, unless the very nature of the trip is incompatible with the state of pregnancy, on condition that you were not aware of your condition at the time of registration
  - Cancellation caused by a person hospitalized at the time of booking your trip or taking out the policy (unless otherwise stipulated in the policy)
- The following are also not covered by this insurance:
  - Damage resulting from the Insured Party's wilful misconduct or gross negligence, in accordance with Article L.113-1 of the French Insurance Code,
  - Damage resulting from participation in a crime, misdemeanour or brawl, except in cases of self-defence
  - the consequences of alcoholism and the consumption of drugs, any narcotic substance mentioned in the Public Health Code, medicines and treatments not prescribed by a doctor
  - An act of negligence on your part
  - The *Insured Party's* suicide or attempted suicide
  - Risks linked to destinations or geopolitical situations,
  - Civil or foreign wars, riots, civil commotion, attacks, acts of terrorism, hostage-taking, unless otherwise stipulated in the coverage,
  - Epidemics (unless otherwise stipulated in the coverage), pollution, natural disasters,

- The disintegration of the atomic nucleus or any irradiation from a radioactive energy source,
- The mere fact that the geographical destination of the trip is advised against by the French Ministry of Foreign Affairs.
- **Administrative or logistical problems:**
  - The non-presentation, for any reason, of documents essential to the stay, such as passports, identity cards, visas, travel tickets or vaccination booklets, except in the event of theft of a passport or identity card within 5 days of departure,
  - Paid vacations and extra days off pursuant to the French law on the reduction of working time not expressly agreed by the employer prior to booking the trip,
  - Any event for which the travel agency may be held responsible in application of the Tourism Code in force.
- **Risky or unauthorized activities:**
  - 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, bobsleighbing, the hunting of dangerous animals, ice hockey, skeleton, combat sports, pot-holing, snow sports involving international, national or regional ranking,
  - Deliberate non-compliance with the regulations of the country visited or the practice of activities not authorised by the local authorities,
  - Official prohibitions, seizures or constraint by the police
  - The use by the insured party of aerial navigation devices,
  - The use of munitions, explosives or firearms.

## VII. COMMON PROVISIONS

### 1. HOW IS YOUR COMPENSATION CALCULATED?

If compensation cannot be determined by mutual agreement, it will be assessed by amicable appraisal, subject to our respective rights.

We each choose our own expert. If these experts disagree with each other, they call in a third, and all three operate jointly by majority vote.

If one of us fails to appoint an expert or the two experts fail to agree on the choice of a third, the appointment is made by the President of the Tribunal de Grande Instance, acting in summary proceedings. Each party bears the costs and fees of its own expert, and, where applicable, half those of the third.

### 2. HOW LONG WILL IT TAKE TO RECEIVE COMPENSATION?

Settlement is made within 15 days of the agreement reached between us or notification of the enforceable court decision.

### 3. WHAT PENALTIES APPLY IF YOU MAKE A FALSE DECLARATION?

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

Any concealment or intentional misrepresentation on your part will invalidate the policy. Premiums paid remain our property and we are entitled to demand payment of premiums due, in accordance with article L113-8 of the *French Insurance Code*.

Any omission or misrepresentation on your part, where bad faith is not established, will result in the cancellation of the policy 10 days after the notification sent to you by registered letter and/or the application of the reduction of indemnities provided for in article L 113-9 of the *French Insurance Code*.

### 4. HOW ARE CLAIMS EXAMINED?

1. If you have any disagreement or dissatisfaction with the implementation of your insurance policy, please let NEAT know by writing to [complaints@neat.eu](mailto:complaints@neat.eu)
2. If you are not satisfied with the response you receive, you can send a letter (quoting the reference number of the claim concerned and enclosing copies of any supporting documents) to: [complaints-hgs@helvetia.com](mailto:complaints-hgs@helvetia.com)

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

3. If the disagreement continues, you can contact the Médiation de l'Assurance by post at:

**La Médiation de l'Assurance**  
**TSA 50110**

75441 Paris Cedex 09

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

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

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

## 5. RIGHT OF WITHDRAWAL

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

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

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

- 1° You have taken out this policy for non-professional purposes;
- 2° This policy complements the purchase of goods or services sold by a supplier;
- 3° The policy you wish to cancel has not been fully executed;
- 4° You have not reported any claims covered by this policy.

### Sample letter of withdrawal:

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

If you exercise your right to withdraw, the *Insurer* must reimburse any premium paid within 30 days of the date on which you exercise your right to withdraw.

However, the full premium remains payable to the *Insurer* if you exercise your right to withdraw when a *claim* is reported activating the cover provided by the policy during the 30-day cooling-off period.

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

## 6. DATA COLLECTION

The *Insured Party* acknowledges that he/she has been informed that the *Insurer* processes his/her personal data in accordance with the regulations governing the protection of personal data in force and that:

The answers to the questions asked are compulsory, and in the event of false declarations or omissions, the consequences may be the nullity of subscription to the policy (Article L 113-8 of the *French Insurance Code*) or the reduction of benefits (Article L 113-9 of the *French Insurance Code*),

The processing of personal data is necessary for subscription to and the execution of the policy and its coverage, for the management of commercial and contractual relations, and for the enforcement of current legal, regulatory or administrative provisions.

The data collected and processed are kept for the time required to fulfil the policy or legal obligation. These data are then archived in accordance with the periods stipulated in the provisions on the limitation period.

The recipients of data concerning the insured party are, within the limits of their responsibilities, the *Insurer's* departments in charge of concluding, managing and executing the insurance Policy and coverage, and its delegates, agents, partners, sub-contractors and reinsurers in respect of performing their duties.

They may also be forwarded, where appropriate, to professional bodies and to any persons involved in the policy, such as lawyers, experts, court and ministerial officers, curators, guardians and investigators.

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

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

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

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

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

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

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

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

In its capacity as *Insurer*, it is entitled to process data concerning offences, convictions and security measures, either when the policy is taken out, or during its performance, or as part of litigation management.

Personal data may also be processed by the *Insurer* for research and development purposes in order to improve the quality or relevance of its future insurance and/or assistance products and service offers.

Personal data concerning the insured party may be accessible to some of the *Insurer's* employees or service providers established in countries outside the European Union.

By providing proof of identity, the *Insured party* has the right to access, rectify, delete and object to the data processed. They also have the right to request that the use of their data be restricted if it is no longer required, or that the data they have supplied be recovered in a structured format if these data are required for the policy or if they have consented to their use.

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

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

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

**The complete and current version of HELVETIA's data processing policy can be consulted at the following address <https://www.helvetia.com/ch/web/fr/notre-profil/contact/protection-des-donnees.html>**

## 7. MULTIPLE INSURANCE POLICIES

In accordance with the provisions of Article L 121-4 of the *French Insurance Code*, when several insurance policies are taken out without fraud, each of them produces its effects within the limits of the policy cover, and in compliance with the provisions of Article L 121-1 of the *French Insurance Code*.

## 8. SUBROGATION



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

## 9. LIMITATION PERIOD

In application of article L 114-1 of the *French Insurance Code*, any action deriving from the present policy is time-barred after two years from the event giving rise to it. This period is extended to ten years for death coverage, with beneficiaries' claims being time-barred thirty years at the latest from the date of the event.

However, this period only runs:

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

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

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

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

Please note that:

One of the jointly and severally liable obligees being summoned or notified through legal proceedings or through an enforcement order or recognition by the obligee of the right of the person against whom the obligee could claim inaction within the time limit interrupts the time limit for action against all the others, even against their heirs. On the other hand, a summons issued to one of the heirs of a joint and several debtor, or the acknowledgement of that heir, does not interrupt the limitation period with regard to the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. This summons or acknowledgement interrupts the limitation period with regard to the other co-debtors only for the share for which this heir is liable.

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

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

The limitation period may also be interrupted by:

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

## 10. DISPUTE

Any dispute arising between the *Insurer* and the *Insured Party* concerning the determination and settlement of benefits must be submitted by the earliest petitioner, failing an amicable resolution, to the competent jurisdiction of the *insured party's Residence* in accordance with the provisions of article R 114-1 of the *French Insurance Code*.

## 11. APPLICABLE LAW

This policy is governed exclusively by French law. In the absence of amicable resolution, any dispute relating to this agreement shall be subject to the exclusive jurisdiction of the French courts.

## 12. FALSE DECLARATIONS

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

- any concealment or intentional misrepresentation on your part will invalidate the policy. Any premiums paid remain our property and we shall be entitled to demand payment of premiums due, as provided for in article L. 113.8 of the *French Insurance Code*;
- any omission or misrepresentation on your part, where bad faith is not established, will entail the termination of the policy 10 days after notification is sent to you by registered letter and/or the application of reduced indemnities stipulated in article L 113.9 of the *French Insurance Code*.

## 13. SUPERVISORY AUTHORITY

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

## INFORMATION AND ADVICE SHEET PROVIDED PRIOR TO TAKING OUT A CANCELLATION POLICY

Information sheet generated by Travelfactory on behalf of the client as part of the possible purchase of a "CANCELLATION" Insurance Policy.

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

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

**This information and advice sheet does not constitute a commitment on your part and does not bind the insurer. To find out about your rights and obligations under the policy, please refer to the contractual provisions that will be sent to you prior to subscription.**

### YOUR NEEDS

You are a Travelfactory client and are about to book a travel service.

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

In view of your situation and the information provided concerning your insurance requirements, we feel that the "CANCELLATION" insurance policy presented here is the right solution for you.

### INFORMATION ON THE INSURANCE POLICY

The CANCELLATION policy is a group insurance policy with individual and optional subscription No. **XXXXXX**:

- **Underwritten by NEAT** (hereinafter "the Broker Manager" or "Neat"), an insurance brokerage firm (simplified joint stock company) with a share capital of €77,610.25, whose registered office is 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 Liability and Financial Guarantee in accordance with Articles L 512-6 and L 512-7 of the French Insurance Code.
- **With the Insurer Helvetia Global Solutions Ltd** (hereinafter "the Insurer" or "Helvetia"), a public limited company incorporated under the laws of Liechtenstein, whose registered office is at Aeulestrasse 60, 9490 Vaduz, Principality of Liechtenstein, registered in the Trade Register of the Principality of Liechtenstein under number FL-0002.191.766-9, licensed as an insurance company by the Financial Market Supervisory Authority of the Principality of Liechtenstein (FMA Liechtenstein). Helvetia is authorised to carry out insurance business in France in respect of the freedom to provide services, notified to the ACPR (REFASSU ID: 224324). Helvetia is supervised by FMA Liechtenstein, Landstrasse 109, Postfach 279, 9490 Vaduz, Principality of Liechtenstein.
- **Distributed by TRAVELFACTORY**, Simplified Joint Stock Company, whose registered office is at 19 rue Emmy Noether 93400 Saint-Ouen and registered with the Bobigny Trade and Companies Register under number 414 520 254.

NEAT manages subscriptions and claims on behalf of Helvetia.

The Policy is presented by Travelfactory and its duly authorized personnel who have signed a distribution sub-delegation contract with NEAT.

The Policy is subject to applicable French law.

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

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

Travelfactory is paid an administration fee for the presentation, placement and establishment of your insurance.

#### TABLES OF COVERAGE AMOUNTS

COVERAGE	Maximum amounts including VAT and Deductibles
<p><b>1. Cancellation for medical reasons</b></p> <p>Reimbursement of trip cancellation fees following cancellation of your trip for the following medical reasons:</p> <ul style="list-style-type: none"><li>• Serious illness, serious bodily injury and death,</li><li>• Pregnancy complications up to the 28th week,</li><li>• Unscheduled hospitalization,</li><li>• Pathology similar to a psychological, nervous or mental illness,</li><li>• Contraindications or side effects related to a mandatory vaccination.</li></ul>	<p><b>Maximum €10,000 per person</b></p>
<p><b>2. Cancellation for medical reasons in the event of an epidemic or pandemic:</b></p> <p>Reimbursement of holiday cancellation fees following cancellation of your holiday for the following reasons:</p> <ul style="list-style-type: none"><li>• Cancellation due to serious illness as a result of an epidemic or pandemic,</li><li>• Cancellation due to death or serious illness requiring hospitalization of a Member of the Insured party's family, following contamination with COVID-19 (and more generally in the event of an epidemic or pandemic) declared within 30 days prior to departure,</li><li>• Cancellation following a positive COVID-19 PCR test within 72 hours of the required departure date,</li><li>• Cancellation due to a case of contact within 14 days of departure,</li><li>• Cancellation in case of absence of vaccination against COVID-19.</li></ul>	<p><b>Maximum €10,000 per person</b></p> <p><b>Deductible of €50 per person</b></p>
<ul style="list-style-type: none"><li>• Cancellation due to the insured party being refused boarding following a COVID-19 check carried out on arrival at the airport, train station, bus station or ferry terminal of departure following a temperature check organized by the health authorities of the country of departure or the transport company with which he/she is travelling.</li></ul>	<p><b>Maximum €10,000 per Person, Deductible of 10% of cancellation costs</b></p>

<p><b>3. Cancellation for named causes</b></p> <p>Reimbursement of holiday cancellation fees following cancellation of your holiday for the following reasons:</p> <ul style="list-style-type: none"> <li>• Serious property damage,</li> <li>• Theft from your private or business premises,</li> <li>• Summons to appear as a witness or juror in a court of law, for the adoption of a child or for a make-up exam,</li> <li>• Obtaining salaried employment or paid internship,</li> <li>• Redundancy,</li> <li>• Serious damage to the vehicle,</li> <li>• A contraindication to vaccination</li> <li>• Cancellation for a covered reason by one or more persons booked at the same time as you</li> <li>• Name change fees charged by the supplier</li> <li>•</li> </ul>	<p><b>Maximum €10,000 per person</b></p> <p><b>Deductible of €30 per case</b></p>
<ul style="list-style-type: none"> <li>• Professional transfer</li> <li>• Cancellation and modification of paid leave</li> <li>• Theft of identity papers in the 5 days before departure</li> </ul>	<p><b>Maximum €10,000 per person</b></p> <p><b>10% deductible with a minimum of €50 per person and a maximum of €150 per case</b></p>

#### INFORMATION ON HANDLING CLAIMS RELATING TO YOUR INSURANCE POLICY

If you have any disagreement or dissatisfaction with the implementation of your insurance policy, please let NEAT know by writing to [reclamation@neat.eu](mailto:reclamation@neat.eu).

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

[complaints-hgs@helvetia.com](mailto:complaints-hgs@helvetia.com)

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

If the disagreement persists, you can contact the Médiation de l'Assurance by post at the following address:

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

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

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

#### RIGHT OF WITHDRAWAL

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

You have the right to withdraw from this policy within thirty (calendar) days of its signature, without charge or penalty. However, if you benefit from one or more insurance premiums offered to you, so that you do not

have to pay a premium for one or more months at the start of the policy, this period only runs from the payment of all or part of the first premium.

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

- 1° You have taken out this policy for non-professional purposes;
- 2° This policy complements the purchase of goods or services sold by a supplier;
- 3° The policy you wish to cancel has not been fully executed;
- 4° You have not reported any claims covered by this policy.

In this case, you can exercise your right to withdraw from the policy by sending a letter or any other durable medium to the policy insurer. The insurer must refund the premium paid within thirty days of your withdrawal.

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

Sample letter of withdrawal:

"I, the undersigned, (Surname, First name and Address), hereby renounce my subscription to the CANCELLATION coverage. Signed on (Date and Place), Signature".

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

However, the full premium remains payable to the Insurer if you exercise your right to withdraw when a claim is reported activating the cover provided by the policy during the 30-day cooling-off period.

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