Neat

Assistance

Information Notice

Your cover

This Information Notice describes the insurance cover you benefit from under the policy taken out on your behalf by the Policyholder with the Insurer.

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How to trigger the insurance cover?

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

Or, failing that, by e-mail: care@neat.eu

Or by phone: +33 9 78 45 52 80*

*mainly intended for information and claim follow-up

How to activate the assistance benefits ?

SERVICE ASSISTANCE : Vyv Assistance

Par téléphone au +33 9 78 45 52 80

Have the following information ready, as you will be asked for it when you call:

- Your booking number or insurance membership number,
- Your first name and surname,
- The telephone number or email address where we can reach you,
- The reason for your claim

During your first call, a claim reference number will be given to you. You must always quote this reference in all subsequent communications with our Insurance Service.

Préambule

The **Assistance contract** is a group insurance policy with individual, optional enrolments (No. **283882**):

- **Subscribed out by NEAT** (hereafter the "Managing Broker" or "Neat"), an insurance brokerage firm, SAS with a share capital of €106,032.48, whose registered office is located at 16 Place des Quinconces, 33000 Bordeaux, registered with the Bordeaux Trade and Companies Register under number 913 676 581 and with ORIAS under number 22004644 - Intra-community VAT number: FR69913676581 - Professional Civil Liability and Financial Guarantee in accordance with Articles L 512-6 and L 512-7 of the Insurance Code,

- **With the Insurer HELVETIA** Global Solutions Ltd (hereafter the "Insurer" or "Helvetia"), a joint-stock company governed by Liechtenstein law with registered office at Aeulestrasse 60, 9490 Vaduz, Principality of Liechtenstein, registered under number FL-0002.191.766-9, authorised as an insurance undertaking by the Liechtenstein Financial Market Authority (FMA Liechtenstein). Helvetia is authorised to conduct insurance business in France under 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 OPTION WAY,** a public limited company with share capital of €233,187, registered office at Parc Haute Technologie, Font de l'Orme, avenue Maurice Donat, 06250 Mougins Sophia Antipolis, registered with the GRASSE Trade and Companies Register under number 752 774 521.

The Contract is managed by NEAT with respect to the insurance coverages, and by VYV IA with respect to the assistance services.

What to do in the event of a claim?

1. DEADLINES TO BE OBSERVED

The claim notification must reach **NEAT** within **5 working days**, except in cases of fortuitous event or force majeure.

2. WHERE TO REPORT YOUR CLAIM?

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

Or, failing that, by e-mail: care@neat.eu

Except in cases of force majeure or unforeseeable circumstances, if the Beneficiary fails to comply with the above-mentioned time limits for notifying a Claim and if the Insurer proves that such delay has caused it prejudice, the Beneficiary may forfeit their right to coverage (Article L 113-2 of the French Insurance Code).

3. FORMALITIES TO BE COMPLETED

In accordance with Article 1353 of the French Civil Code, it is the Beneficiary's responsibility to demonstrate that he/she meets the conditions for valid cover. Any request not supported by sufficient documents and information to prove the facts may be rejected.

For any claim notification, you will be asked to provide:

- Your purchase invoice,
- Proof of identity,
- A bank account identification (RIB),

And any document substantiating the reason for the cover you wish to invoke.

4. COMMENCEMENT AND CESSATION OF COVER

Cancellation cover takes effect on the day of subscription (either at the time of booking or within 7 days following the booking). It ends on the day of departure to the place of stay.
The validity period of the other covers corresponds to the travel dates shown on the invoice issued by the trip organiser, with a maximum duration of **90 consecutive days**.

5. TERRITORIAL SCOPE

The covers apply **worldwide.**

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Bagages – Effets Personnels		
Coverage	**Limits (amounts incl. VAT)**	**Deductibles & Max claims**
Loss, theft or damage to insured baggage (with purchase proofs)	€1,500 per person / €7,500 per event	€50 per item
Loss, theft or damage to insured baggage (without purchase proofs)	Flat €150 per person	No deductible
Theft of valuables (theft with forcible entry/violent theft)	€500 per person	€50 per person
Theft of personal items (theft with forcible entry/violent theft)	€1,000 per person	€50 per person
Cost of reissuing official documents in case of theft	€200 per person	No deductible
Baggage delivery delay over 24 hours	€150 per person	No deductible

Assistance Services		
Coverage	**Limits (amounts incl. VAT)**	**Deductibles & Max claims**
A/ Travel advice and medical information 24/7	Actual expenses / max **€500** per person	No deductible
B/ Repatriation or medical transport (including COVID cases)	Actual expenses Max €**150,000** per event	No deductible
C/ Repatriation of accompanying persons	Return ticket + Transfer taxi – Max **€10,000**	No deductible
D/ Repatriation of children under 18	Return ticket + Transfer taxi – Max €**10,000**	No deductible
E/ Visit of a relative	Round-trip ticket + Hotel costs €150/night per person (Max 10 nights) – **Max €5,000**	No deductible

F/ Extended stay	Hotel costs €150/night per person (Max 10 nights) **Max €5,000**	No deductible
G/ Continuation of journey	Return ticket + Transfer taxi **Max €5,000**	No deductible
MEDICAL EXPENSES OUTSIDE THE COUNTRY OF RESIDENCE		
Europe & Mediterranean countries	**€75,000** per event	**€250 per person**
Rest of the World	**€150,000** per event	**€250 per person**
Emergency dental care / COVID test	**€250 / €150**	No deductible
ADVANCE ON MEDICAL EXPENSES OUTSIDE THE COUNTRY OF RESIDENCE		
Europe & Mediterranean countries	**€75,000** per event	**250€** par personne
Rest of the World	**€150,000** per event	**250€** par personne
Emergency dental care / COVID tes	**€1,000**	No deductible
Europe & Mediterranean countries	**€500**	No deductible
REPATRIATION OF THE BODY		
Repatriation of the body	**20 000€**	No deductible
Funeral expenses necessary for transport		
Coffin or urn costs	**2 500€**	No deductible
Death formalities and body identificatio	**Round-trip ticket + Hotel €150/night (Max 4 nights) –** **Max €5,000**	No deductible
EARLY RETURN		
In case of hospitalization or death of a family member	Return ticket (**Max €750**) + Transfer taxi (**Max €750**)	No deductible
In case of incident at home		
Impossible return	€150 per night (Max 5 nights per person)	**1 night**
Replacement driver	**Ticket or driver /** **Max €5,000**	No deductible
Official papers	Shipping costs / Max **€500**	No deductible

LEGAL ASSISTANCE ABROAD:		
advance of bail bond	**€10,000**	No deductible
Legal assistance abroad: lawyer's fees	**€5,000**	No deductible
GARANTIE ASSISTANCE COVID		
Stay suspension Deferred return **Consequences of quarantine**	**Accommodation up to return date, €150/night (Max 10 nights per person). Return ticket. Coverage limited to €750 per person**	No deductible
RESCUE ASSISTANCE GUARANTEE		
Search and rescue expenses at sea or in the mountains	€4,500	No deductible
Rescue expenses on ski slopes	€4,500 per person / Max €9,000 per event	No deductible
Transmission of urgent message	Actual expenses / Max €5,000	No deductible
Psychological support following quarantine	2 sessions per event / Max €5,000	No deductible
Psychological support in case of repatriation	2 sessions per event / Max €5,000	No deductible
Coverage of a local phone package	€50	No deductible
Advance of funds abroad	€1,500	No deductible
ADDITIONAL ASSISTANCE FOLLOWING REPATRIATION ORGANIZED BY THE ASSISTANCE PROVIDE (in France)		
Contact with a specialist following incident at home	€200	No deductible
Childcare	Max 20 hours Max €5,000	No deductible
Garde d'enfants	Max 20 hours Max €5,000	No deductible
Delivery of medicines	Delivery costs	No deductible
Educational support for minor child	15 hours/week (Max 1 month) / Max €2,000	No deductible
Pet care	Max 10 days / Max €2,000	No deductible
Housekeeping assistance	10 hours over 4 weeks / Max €2,000	No deductible

Delivery of meals and groceries	Delivery costs (Max 15 days) / Max €500	No deductible
Hospital comfort	TV rental: €100	No deductible

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YOUR INSURANCE COVERS

I. Common definitions

Bodily injury (accident):

A sudden impairment of health resulting from the sudden action of an external cause, unintentional on the part of the victim, certified by a competent medical authority.

Serious bodily injury:

A sudden impairment of health resulting from the sudden action of an external, unintentional cause, certified by a competent medical authority, leading to a prescription of medication for the patient and requiring cessation of any professional activity or, failing a professional activity, any other basic activity of daily life.

Member/Insured:

Any natural person declared by the Policyholder under a group contract, hereinafter referred to as the Member or Insured, on whom the insurance interest is based and whose identity appears on the enrolment form (maximum 9 persons for the entire file). The Insured must be a national of the EEA or at least have a temporary residence in that area.

Travel Agency:

Company authorised to distribute travel products and the cover under this policy.

Terrorist attack:

Any act of violence constituting a criminal or unlawful attack committed against persons and/or property in the country where you are staying, intended to seriously disturb public order through intimidation and terror and that receives media coverage. The "attack" must be recorded by the French Ministry of Foreign Affairs or the Ministry of the Interior. If several attacks occur on the same day in the same country and the authorities, consider them a single coordinated action, the event will be deemed a single event.

Baggage:

Travel bags, suitcases, trunks and their contents, excluding clothes you are wearing.

Injury:

A sudden impairment of health resulting from the sudden action of an external, unintentional cause, certified by a competent medical authority.

Natural disaster:

Abnormally intense action of a natural agent not resulting from human intervention. A phenomenon such as an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm caused by the abnormal intensity of a natural agent and recognised as such by public authorities recommending repatriation to the country of residence.

COM:

French Overseas Collectivities: French Polynesia, Saint-Pierre-et-Miquelon, Wallis and Futuna, Saint-Martin and Saint-Barthélemy.

Forfeiture:

Contractual sanction depriving you of any cover for the claim to which it applies.

Covered trip/Covered stay:

Trip organised by the Policyholder for which you are insured and have paid the corresponding premium. The validity period of the covers

corresponds to the stay dates shown on the invoice, with a maximum duration of 90 days.

DOM-ROM, COM and sui generis collectivities:

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

DROM:

French Overseas Departments and Regions: Guadeloupe, Martinique, French Guiana, Réunion and Mayotte.

Duration of cover:

The validity period of the cover corresponds to the stay dates shown on the invoice issued by the trip organiser, with a maximum duration of 90 consecutive days.

Essential items:

Clothing and toiletries enabling you to cope temporarily with the unavailability of your personal effects.

Epidemic:

Any occurrence and spread of a contagious infectious disease simultaneously affecting large numbers of people at national level (including Coronavirus, influenza type A, viral haemorrhagic fevers) and recognised by national health authorities leading to a public health emergency declaration or health policy imposing restrictive measures on movement and health treatment.

Europe and Mediterranean countries:

Means travel to: Albania, Algeria, Germany, Andorra, Austria, Balearic Islands, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Cyprus, Crete, Croatia, Denmark, Egypt, Spain, Estonia, Finland, Faroe Islands, Georgia, Gibraltar, Greece, Hungary, Ireland, Iceland, Israel, Italy, Jordan, Latvia, Lebanon, Liechtenstein, Lithuania, Luxembourg, Libya, North Macedonia, Madeira, Malta, Morocco, Monaco, Montenegro, Norway, Netherlands, Poland, Portugal, Romania, United Kingdom, Russian Federation, San Marino, Sardinia, Serbia, Sicily, Slovakia, Slovenia, Sweden, Switzerland, Czech Republic, Tunisia, Türkiye, Ukraine, Vatican.

Events covered under the insurance:

- Theft, destruction, loss of baggage, baggage delivery delay

Triggering event:

Triggering events are described in each cover below and apply following events such as bodily accident, sudden and unforeseeable illness, death of an Insured, or sudden and unforeseeable complication occurring during an illness.

France:

Metropolitan France and Corsica.

Deductible:

The portion of the loss left at the Insured's expense as provided in the contract when compensation is paid. The deductible may be expressed as an amount, percentage, day, hour or kilometre.

Hospitalisation:

Any admission to a hospital involving at least one overnight stay. Quarantine organised in a hospital setting is not defined as hospitalisation.

Confinement at home:

Confinement at home for medically justified and proven reasons.

Serious illness:

A sudden and unforeseeable impairment of health certified by a competent medical authority, leading to a prescription of medication for the patient and requiring cessation of any professional activity or, failing a professional activity, any other basic activity of daily life.

Maximum per event:

Where cover applies to several Insureds who are victims of the same event and insured under the same special conditions, the Insurer's cover is in any event limited to the maximum amount

provided for that cover, regardless of the number of victims. Consequently, indemnities are reduced and paid proportionally to the number of victims.

Family members:

Your spouse by law or in fact or any person linked to you by a civil partnership (PACS), your ascendants or descendants or those of your spouse, your parents-in-law, brothers, sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must be domiciled in the same country as you unless otherwise contractually stipulated.

Personal items:

Camera, camcorder, mobile phone, PDA, handheld games console, multimedia player, laptop computer. Only personal items purchased less than 3 years prior are covered.

Valuables:

Pearls, jewellery, watches, worn furs, hunting rifles, fishing equipment with a purchase value over €50.

Pandemic:

An epidemic that spreads across a vast territory, crossing borders and designated as a pandemic by the World Health Organization (WHO) and/or by the competent public authorities of the country where the loss occurred.

Country of domicile/residence:

The Insured's principal and habitual place of residence. Cover is granted to Insureds with at least a temporary residence in the EEA. In the event of a dispute, tax domicile constitutes the domicile.

Quarantine:

Isolation of a person, in case of suspected or confirmed disease, decided by a competent local authority to avoid the risk of propagation in an epidemic or pandemic context.

Rest of the World:

All countries not listed under "Europe and Mediterranean countries".

Claim:

An uncertain event liable to trigger cover under this policy.

Loss at home:

Fire, burglary or water damage occurring at your home during your trip.

Policyholder:

The travel agency that takes out the group insurance policy for its own account and for that of its clients.

Territorial scope:

Worldwide.

II. Description of the insurance covers

1. Baggage

a. Purpose and conditions of cover

We cover, up to the limit indicated in the Schedule of Benefits, your baggage, objects and personal effects that you take with you or buy during your trip, away from your primary or secondary residence, in case of:

- theft,
- total or partial destruction,
- loss during carriage by a carrier.

COSTS OF REISSUING OFFICIAL DOCUMENTS

We reimburse the costs of reissuing passports, identity cards, driving licenses stolen during your trip, up to the limit indicated in the Schedule of Benefits, on condition that you filed a report immediately with the nearest police authority and made a declaration with receipt at the nearest French Embassy or Consulate.

DELAYED DELIVERY OF YOUR BAGGAGE

If your personal baggage is not delivered to you at the destination airport (outbound) and it is returned to you more than 24 hours late, we reimburse, on presentation of receipts, essential items up to the limit indicated in the Schedule of Benefits.
However, this indemnity cannot be accumulated with other indemnities under the BAGGAGE cover.

b. Maximum liability and limitation

The limits, deductibles and maximum claim amount per year are set out in section "I. Schedule of benefits". Furthermore, the items listed above are covered only against **theft with forcible entry/violent theft** duly reported to a competent authority (police, gendarmerie, carrier, purser, etc.).

- Theft of jewelry is covered **ONLY** when placed in a safe or when worn by you.
- Theft of any sound and/or image reproduction device and accessories is covered **ONLY** when placed in a safe or when worn by you.

If you use a private car, theft risks are covered provided your baggage and personal effects are in the vehicle boot, locked and out of sight. **Only theft by forcible entry is covered.**

If the vehicle is parked on the public highway, cover applies only between **7:00 and 22:00**.

c. Specific exclusions to “Baggage” cover

In addition to the general exclusions in section “IV. General Exclusions”, no reimbursement will be due in the following cases:

- **Theft of baggage, effects and personal items left unattended in a public place or stored in a room made available for common use by several people,**
- **Theft of any sound and/or image reproduction device and accessories when they were not placed in a locked safe while not worn, which implies such devices are not covered when entrusted to any carrier (air, sea, rail, road, etc.),**
- **Forgetting, loss (except by a carrier), swapping,**
- **Theft without duly recorded forcible entry by an authority (police, gendarmerie, carrier, purser, etc.),**
- **Accidental damage due to leakage of liquids, fats, dyes or corrosives contained in your baggage,**
- **Confiscation of goods by the Authorities (customs, police),**
- **Damage caused by moths and/or rodents and by cigarette burns or a non-glowing heat source,**
- **Theft committed from any vehicle without a boot,**
- **Collections, commercial samples,**
- **Theft, loss, forgetting or deterioration of cash, documents, books, travel tickets and bank cards,**
- **Theft of jewellery when not placed in a locked safe while not worn, which implies jewellery is not covered when entrusted to any carrier (air, sea, rail, road, etc.),**
- **Breakage of fragile objects such as porcelain, glass, ivory, pottery, marble,**
- **Indirect losses such as depreciation and loss of enjoyment,**
- **The following items: any prosthesis, any equipment of any kind, trailers, securities, paintings, spectacles, contact lenses, keys of any kind, data/media recorded on tapes or films as well as professional equipment, musical instruments, foodstuffs, lighters, pens, cigarettes, alcohol, works of art, beauty products and photographic films.**

Calculation of the indemnity for this cover

You are compensated on proof and based on the replacement value by equivalent items of the same nature, less depreciation.

- During the first year from the purchase date, the amount reimbursed equals the purchase value of the baggage or valuable item.
- In the following year, reimbursement is up to **75%** of the purchase price.
- In subsequent years, the value is reduced by an additional **10% per year**.

In no case will the proportional rule of under-insurance provided by Article L.121-5 of the French Insurance Code apply. Our reimbursement will be made after deduction of any reimbursement obtained from the carrier and of the deductible.

What happens if you recover all or part of the baggage, items or personal effects?

You must notify **NEAT** immediately by registered letter as soon as you are informed:

- If we have **not yet** paid the indemnity, you must take back said baggage, items or personal effects; we will then only be liable to pay for any damage or missing parts.
- If we have **already** indemnified you, you may choose within **15 days**:
    - Either to **abandon** said baggage, items or personal effects to us,
    - Or to **take them back** against repayment of the indemnity you received, less, where applicable, the portion corresponding to damage or missing parts. If you do not choose within 15 days, we will consider that you opt for abandonment.

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I. General exclusions

In addition to the specific exclusions for certain covers, this Information Notice does not cover losses resulting from:

- **Services not requested during the trip or not organised by us or with our agreement; such services do not give rise to reimbursement or indemnity afterwards,**
- **Restaurant and hotel costs, except where expressly provided,**
- **Damage intentionally caused by the Insured and that resulting from participation in a crime, offence or fight (except in self-defence),**
- **Court-ordered amounts and their consequences,**
- **Use of narcotics or drugs not medically prescribed,**
- **Alcohol intoxication,**
- **Customs duties,**
- **Participation as a competitor in competitive sports or a rally counting towards a national or international ranking organised by a sports federation for which a licence is issued, as well as training for such competitions,**
- **The practice, on a professional basis, of any sport,**
- **Participation in competitions or endurance/speed trials and their trials using any land, water or air vehicle,**
- **Consequences of failing to comply with recognised safety rules related to any leisure sport,**
- **Costs incurred after returning from the trip or after expiry of cover,**
- **Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (whatever the motor vehicle), air sports, high-mountain mountaineering, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, potholing, snow sports with international, national or regional ranking,**
- **Wilful non-compliance with regulations of the country visited or engaging in activities not authorised by local authorities,**
- **Trips to destinations advised against by the French Ministry of Foreign Affairs,**
- **Official prohibitions, seizures or constraints by public force,**
- **The Insured's use of aircraft navigation devices,**
- **Use of instruments of war, explosives and firearms,**
- **Damage resulting from an intentional or fraudulent fault of the Insured in accordance with Article L.113-1 of the Insurance Code,**
- **Suicide and attempted suicide,**
- **Epidemics and pandemics except where otherwise provided under the cover, pollution, natural disasters,**
- **Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,**
- **Disintegration of the atomic nucleus or any irradiation from a source of energy presenting a radioactive character.**

III. Common provisions

1. Multiple insurance

In accordance with Article L.121-4 of the Insurance Code, the Beneficiary must, when making any claim, declare the existence of any other insurance covering the same risk and indicate for each: the insurer's name, the policy number and the sum insured.
If several insurances were taken out fraudulently or dishonestly, the Insurer reserves the right to seek nullity of this contract and claim damages in accordance with Article L.121-3 of the Insurance Code.

2. Complaints handling

1. In case of disagreement or dissatisfaction with the implementation of your insurance policy, please inform **NEAT** by writing to **complaints@neat.eu**.

2. If the response does not satisfy you, you may write (quoting the relevant claim references and enclosing copies of any supporting documents) to: **complaints-hgs@helvetia.com**

Helvetia undertakes to acknowledge receipt within **10 working days**. Your file will be handled **within 2 months** at most.

3. If disagreement persists, you may refer the matter to the "**Médiation de l'Assurance**" at:
La Médiation de l'Assurance
TSA 50110
75441 Paris Cedex 09
http://www.mediation-assurance.org

The opinion of the "Médiateur de l'Assurance" not binding; the parties are free to accept or reject it and to bring the matter before the competent court. The above is without prejudice to other legal avenues.

3. Right of Withdrawal

In the event of a distance sale, you have the right to withdraw from this contract within a period of fourteen (14) [or thirty (30)] calendar days from its conclusion, without cost or penalty. However, if you benefit from one or more complimentary insurance premiums, such that you are not required to pay a premium for one or more months at the start of the contract's performance, this period shall only begin to run from the payment of all or part of the first premium.

This period shall begin to run:

a) either from the day on which the distance contract is concluded;

b) or from the day on which the policyholder receives the contractual terms and conditions and information, in accordance with Article L. 222-6 of the French Consumer Code, if this latter date is later than that mentioned under a).

Important: The right of withdrawal does not apply to insurance policies with a duration of less than one month.

When you exercise your right of withdrawal, the Insurer, via Option Way, is required to reimburse the amount of the premium paid.

However, the full premium shall remain payable to the Insurer if you exercise your right of withdrawal after a Claim giving rise to coverage under the contract has occurred during the 14-day withdrawal period.

For any request to exercise the right of withdrawal, you may contact Option Way.

4. Data collection

The Insured acknowledges being informed that the Insurer processes his/her personal data in accordance with applicable personal data protection regulations and that:

Responses to the questions asked are mandatory and, in the event of misrepresentations or omissions, the consequences for the Insured may include the nullity of the enrolment under the contract (Article L 113-8 of the French Insurance Code) or the reduction of indemnities (Article L 113-9 of the French Insurance Code).

The processing of personal data is necessary for the enrolment and performance of the contract and its coverage, for the management of commercial and contractual relations, or for compliance with applicable legal, regulatory or administrative provisions.

The data collected and processed are retained for the period necessary for the performance of the contract or fulfilment of the legal obligation. Such data are then archived in accordance with the limitation periods provided for under applicable law.

The recipients of the data are, within the scope of their responsibilities, the Insurer's departments responsible for the subscription, management and performance of the insurance contract and coverage, its delegates, agents, partners, subcontractors, and reinsurers in the course of their duties.

Such data may also be disclosed, where applicable, to professional bodies as well as to any persons involved in the contract such as lawyers, experts, judicial officers, court-appointed administrators or guardians, and investigators.

Information relating to the Insured may also be transmitted to the Policyholder, as well as to any persons authorised as Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and regulatory authorities, and any public bodies legally entitled to receive such information, as well as audit services such as statutory auditors, external auditors, and internal control services).

As a financial institution, the Insurer is subject to legal obligations, primarily under the French Monetary and Financial Code, concerning anti-money laundering and counter-terrorism financing. In this respect, it implements monitoring procedures on contracts which may result in the filing of a suspicious transaction report or the freezing of assets.

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

The Insured's personal data may also be used as part of anti-insurance fraud processes, which may result, where applicable, in inclusion on a list of persons presenting a fraud risk.

Such inclusion may lead to longer processing of the Insured's file, or even to the reduction or denial of entitlement to a right, benefit, contract or service offered.

In this context, personal data relating to the Insured (or relating to persons party to or concerned by the contract) may be processed by any authorised persons within the Insurer's Group entities in connection with anti-fraud measures. Such data may also be made available to authorised staff of organisations directly concerned by fraud (other insurers or intermediaries; judicial authorities, mediators, arbitrators, judicial officers; third parties legally authorised; and, where applicable, fraud victims or their representatives).

In the event of a fraud alert, the data are retained for a maximum of six (6) months for assessment of the alert, and then deleted, unless the alert is confirmed. In such case, the data are retained for up to five (5) years from the closure of the fraud case, or until completion of judicial proceedings and the applicable limitation periods.

For individuals entered on a list of presumed fraudsters, the data relating to them are deleted after five (5) years from the date of entry on such list.

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

The Insurer may also use personal data in the context of processing aimed at research and development, in order to improve the quality or relevance of its future insurance or assistance products and service offerings.

The Insured's personal data may be accessible to certain employees or service providers of the Insurer established in countries outside the European Union.

The Insured has, upon proof of identity, a right of access, rectification, deletion and objection to the processing of their data. They also have the right to request restriction of use of their data when they are no longer required, or to retrieve, in a structured format, the data they have provided where such data are necessary for the contract or where the Insured has consented to the use of such data.

The Insured has the right to define instructions regarding the fate of their personal data after their death. These instructions, general or specific, may concern the retention, deletion and disclosure of their data after death.

These rights may be exercised with NEAT's Data Protection Officer, by email at dpo@neat.eu or by post at NEAT – DPO – 117 Quai de Bacalan, 33300 Bordeaux, France.

After submitting a request to the Data Protection Officer without satisfaction, the Insured may lodge a complaint with the CNIL (French Data Protection Authority).

The full and up-to-date version of HELVETIA's data processing policy may be consulted at the following address: https://www.helvetia.com/ch/web/fr/notre-profil/contact/protection-des-donnees.html

5. Subrogation

The Insurer is subrogated, up to the amount of indemnities paid and services provided, to the rights and actions of the Insured against any person responsible for the facts that justified its intervention. Where services provided under this agreement are covered in whole or in part by another company or institution, the Insurer is subrogated to the Insured's rights and actions against that company or institution.

Neat

6. Limitation (Prescription)

Under Article L.114-1 of the Insurance Code, any action arising from this policy is time-barred after **two years** from the event giving rise to it. This period is extended to **ten years** for death benefits; actions by beneficiaries are time-barred no later than **thirty years** from the event.

However, this period runs only:

- In case of reticence, omission, false or inaccurate declaration of risk, from the day the Insurer became aware of it;
- In case of Claim, from the day the interested parties became aware of it, if they prove they were previously unaware.

When the Insured's action against the Insurer is based on a Third Party claim, the limitation period runs from the day said Third Party brought legal action against the Insured or was compensated by the Insured.

The limitation period may be interrupted, under Article L.114-2, by the ordinary causes of interruption, notably:

- Acknowledgement by the debtor of the right of the person against whom he was prescribing (Civil Code Art. 2240),
- Legal action (even in summary proceedings) until the proceedings end; likewise if brought before an incompetent court or where the initiating act is annulled due to a procedural defect (Arts. 2241–2242 Civil Code). Interruption is void if the claimant withdraws, allows the case to lapse, or is finally dismissed (Art. 2243),
- A protective measure under the Code of Civil Enforcement Procedures or an act of compulsory enforcement (Art. 2244).

It is recalled that:
Service affected one of the joint and several debtors by means of legal proceedings or by an act of enforcement, or acknowledgement by the debtor of the right of the party against whom the limitation period was running, interrupts the limitation period against all the others, including their heirs.
Conversely, service effected on one of the heirs of a joint and several debtors, or acknowledgement by that heir, does not interrupt the limitation period with respect to the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. Such service or acknowledgement interrupts the limitation period, with respect to the other co-debtors, only for the share for which that heir is liable.
In order to interrupt the limitation period in its entirety with respect to the other co-debtors, service must be affected on all the heirs of the deceased debtor, or acknowledgement must be made by all such heirs (Article 2245 of the French Civil Code).
Service effected on the principal debtor, or acknowledgement thereof, interrupts the limitation period against the guarantor (Article 2246 of the French Civil Code).

The limitation period may also be interrupted by:

- Appointment of an expert following a Claim;
- Sending a registered letter with acknowledgement of receipt (by the Insurer to the Insured regarding premium payment action, and by the Insured to the Insurer regarding claim indemnity payment).

7. Dispute

Any dispute between the Insurer and the Insured concerning assessment and settlement of benefits shall, failing amicable resolution, be brought by the most diligent party before the court with jurisdiction at the Insured's domicile, in accordance with Article R.114-1 of the Insurance Code.

Neat

8. Governing law

Subject to other applicable provisions, the Policy taken out in France and enrolments to this Policy are governed by **French law**. Members and Insureds may refer to the mediator whose details are stated in the General Conditions.

9. Misrepresentation

Where they change the nature of the risk or reduce our assessment of it:

- any deliberate reticence or intentional misrepresentation on your part renders the contract void. Premiums paid remain acquired by us and we shall be entitled to claim premiums due, as provided by Article L.113-8 of the Insurance Code;
- any omission or inaccurate declaration on your part where bad faith is not established leads to termination of the contract 10 days after notification sent by registered letter and/or reduction of indemnities under the Insurance Code as provided by Article L.113-9.

10. Supervisory authority

Helvetia's supervisory authority is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) – 4, place de Budapest – CS 92 459 – 75436 Paris Cedex 9.

Neat

YOUR ASSISTANCE COVERAGES

I. Common Definitions

Member/Insured

Any natural person declared by the Policyholder under a group contract, hereinafter referred to as the "Member" or "Insured", on whom the insurance interest is based and whose identity is stated on the enrollment form. As a client of the travel agency, the Member must hold a round-trip ticket in order to benefit from the coverages.

The Insured must be a national of the EEA or at least have a temporary residence in that area.

Covered assistance events

The assistance events are detailed in the description of each coverage defined below and apply following events such as bodily injury, sudden and unforeseeable illness, death of an Insured, or sudden and unforeseeable complication occurring during an illness.

Performance of services

The services guaranteed under this agreement may only be triggered with the prior approval of VYV IA. Consequently, no expenses incurred unilaterally by the Insured will be reimbursed by VYV IA.

Accommodation

"Accommodation" or "night" means the coverage of the cost of one or more hotel rooms, regardless of the number of Insured persons occupying the room; such coverage includes breakfast.

Illness

Sudden and unforeseeable deterioration in health, meaning not diagnosed and/or treated or not having required hospitalization within the 6 months preceding the covered trip, and confirmed by a competent medical authority.

We organize

We carry out the necessary formalities to give you access to the service.

We cover

We finance the service.

Itinerary travel

Travel organized by the Policyholder, based on a program (Cruise or Tour) comprising several stages over multiple days

II. Description of Assistance Coverages

If you become ill, injured, or in the event of your death during a covered stay, we intervene under the following conditions:

1. Travel advice and medical information available 24/7

Under no circumstances can we replace local emergency services such as SAMU, SMUR, fire brigades, etc.

For any request for information or useful advice for the organization and smooth running of your trip, and throughout the covered stay, you may contact us 24 hours a day, 7 days a week.

The information relates to the following areas:

- Health information: Health, hygiene, vaccinations, precautions to be taken, main hospitals, advice for women, jet lag, travelling with animals.
- Weather information: Climate of the country, specific weather updates.

- Administrative information: Embassies, visas, police/customs formalities, legislation, international driving license, currency, foreign exchange, economic data of the country visited.

VYV IA's doctors are also available for any information you may require in the event of travel taking place in the context of an epidemic or pandemic.

The information is provided by telephone only and is not subject to written confirmation or the sending of documents.

Information services are provided between 8:00 a.m. and 7:00 p.m., within the timeframe normally required to process the request.

However, regardless of the time of the call, we will record your request and contact details so that we can call you back with the relevant information.

This coverage applies within the limit stated in the Schedule of Benefits.

2. Repatriation or medical transport (including in case of illness related to COVID)

If you fall ill or are injured during a covered stay, we will organize and cover your repatriation to your home or to a hospital close to your residence.

Only medical requirements are taken into account when determining the date of repatriation, the choice of means of transport, or the place of hospitalization.

The decision to repatriate is taken by VYV IA's doctors, based on the medical information provided at the time of the claim.

The following circumstances prevent VYV IA's doctors from making a decision and result in cancellation of coverage:

- **Failure to provide medical information,**
- **Absence of written consent regarding the transmission of the Insured's medical information.**

Likewise, any refusal of the solution proposed by VYV IA's doctors results in cancellation of coverage.

This coverage applies within the limit stated in the Schedule of Benefits.

3. Repatriation of accompanying persons

If an Insured person is medically repatriated by VYV IA, or dies during a covered stay, we will organize and cover the return transport costs of the Insured family members or of another person insured under this contract and accompanying you (modification of the original return ticket or a new ticket if the original transport ticket is non-modifiable), to the place of destination of the repatriated Insured.

This coverage applies within the limit stated in the Schedule of Benefits.

4. Repatriation of children under 18 years of age

If you are ill or injured and no one is able to look after your children under 18, we will organize and cover the round trip of a person of your choice or one of our escorts to take them back to your home or to the home of a family member.

This coverage applies within the limit stated in the Schedule of Benefits.

5. Visit of a relative

If you are hospitalized locally on the decision of our medical team, prior to medical repatriation, for a period of more than 3 days, we will organize and cover the round trip of a family member residing in the same country as you, as well as their accommodation expenses (room, breakfast) so that they may visit you, provided that at the date of arrival of the relative, the VYV IA medical team confirms that hospitalization is still ongoing.

Meals or other expenses remain in all cases the responsibility of this person. This coverage is not cumulative with the "Repatriation of accompanying persons" coverage and the "Extension of stay" coverage.

This coverage applies within the limit stated in the Schedule of Benefits.

Neat

6. Extension of stay

During a covered stay, you are required to extend your stay for medical reasons or due to a hospitalization whose duration goes beyond your original return date.

We cover the accommodation costs (room and breakfast) of the insured members of your family or of an insured accompanying person who remains at your bedside.

The necessity for hospitalization or the medical reason invoked must have been validated by VYV IA doctors.

Meal costs or any other expenses remain, in all cases, payable by these persons.

This benefit cannot be combined with the "Visit of a relative" benefit.

This benefit binds the Insurer within the limit shown in the Schedule of Benefits.

7. Continuation of trip

You become ill or injured during a covered stay and must interrupt your trip.

Subject to validation by VYV IA doctors, we organise and cover your accommodation costs as well as those of the insured members of your family or of an insured accompanying person who remained at your bedside.

We also cover the transport costs to **resume the trip** you interrupted. In this case, the covered transport will drop you off at the place provided for in the trip programme, not at the place where your trip was interrupted.

Under no circumstances may the cost of resuming the trip exceed the cost of a return ticket to the country of residence.

Any refusal of the solution proposed by our medical team results in cancellation of the assistance to persons cover.

This benefit binds the Insurer within the limit shown in the Schedule of Benefits.

8. Medical expenses outside the country of residence

Where medical expenses have been incurred with our prior agreement, we reimburse the portion of such expenses **not** covered by any insurance schemes to which you belong.

We intervene only **after** reimbursements have been made by the aforesaid insurance schemes, less a deductible, and subject to receipt of the **original reimbursement statements** issued by your Insurance Organisation.

This reimbursement covers the expenses defined below, provided they relate to care received by you **outside your country of domicile** following an illness or accident occurring **outside your country of domicile**.

In such cases, we reimburse the amount of expenses incurred up to the **maximum** shown in the Schedule of Benefits.

If the Insurance Organisation to which you contribute does **not** cover the medical expenses incurred, we will reimburse the expenses up to the limit shown in the Schedule of Benefits, subject to your providing the **original medical invoices** and a **certificate of non-coverage** issued by the Insurance Organisation.

This benefit ceases from the day on which we are able to carry out your repatriation.

Types of expenses eligible for reimbursement (subject to prior agreement):

- Medical fees,
- Cost of medicines prescribed by a doctor or surgeon,
- Ambulance costs prescribed by a doctor for transport to the nearest hospital, and only where the Insurance Organisations refuse to cover them,
- Hospitalisation costs provided you are deemed unfit to be transported by decision of VYV IA doctors, taken after obtaining information from the local doctor (hospitalisation costs incurred from the day we are able to carry out your repatriation are not covered),
- Emergency dental expenses (capped at the amount shown in the Schedule of Benefits, with no deductible applied),
- COVID test costs when the Insured is in transit, if the test is positive (capped at the amount shown in the Schedule of Benefits).

This benefit binds the Insurer within the limit shown in the Schedule of Benefits.

9. Advance of medical expenses outside the country of residence

This cover is an extension of the "Medical expenses outside the country of residence" cover.

If the Insured is outside his/her country of residence and unable to settle Medical Expenses due to an Illness or Accident occurring during the Period of Cover, VYV IA may agree, at the Insured's request (subject to prior approval), to advance payment of such expenses under the following cumulative conditions:

- VYV IA's doctors must determine, after gathering information from the local doctor, that it is impossible to immediately repatriate the Insured to his/her country of residence,
- The care for which the advance applies must be prescribed with the agreement of VYV IA's doctors,
- The Insured, or any person authorised by him/her, must formally commit, by signing a specific document provided by VYV IA when implementing this service:
  - to transfer a financial guarantee recognised and confirmed by VYV IA, equivalent to the sums required for payment of the medical expenses,
  - to reimburse VYV IA the sums paid in advance for the medical expenses by way of an acknowledgement of debt,
  - to provide VYV IA with the documents relating to VYV IA's right of subrogation.

Failing to complete the above formalities, the Insured may not in any case rely on the **"Medical expenses outside the country of residence"** and **"Advance of medical expenses outside the country of residence"** covers.

This cover ceases from the day on which VYV IA is able to carry out the Insured's repatriation, or on the day of the Insured's return to his/her country of origin.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

Neat

10. Dispatch of medicines

During a covered stay outside the country of residence, VYV IA covers the shipping costs of essential medicines required to continue an ongoing treatment, in cases where the Insured no longer has such medicines and it is impossible to obtain them locally or to find an equivalent.

The purchase cost of these medicines and any customs duties remain payable by the Insured.

This cover is valid for one single dispatch only and ceases upon the Insured's return home. This cover is not repeatable.

This cover is limited to the authorisations required for transporting medicines into the country concerned and to transport conditions ensuring their integrity.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

11. Dispatch of prostheses

During a covered stay outside the country of residence, VYV IA covers the shipping costs of spectacles, corrective lenses or hearing aids normally worn by the Insured, following breakage or loss, in cases where the Insured no longer has them and it is impossible to obtain them locally or to find an equivalent.

Such dispatch is subject to the Insured providing the full specifications of the prostheses and the contact details of the ophthalmologist or prosthetist.

The cost of manufacturing and purchasing these spectacles, lenses or prostheses, as well as customs duties, remain payable by the Insured.

This cover is valid for one single dispatch only and ceases upon the Insured's return home. This cover is not repeatable.

This cover is limited to the authorisations required for transporting the prostheses into the country concerned and to transport conditions ensuring their integrity.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

12. Repatriation of remains

If you die during a covered stay, we organise the repatriation of your remains to the place of the funeral in your country of residence.

In this context, we cover:

- The transport costs of the remains,
- The costs of preservation care required by the applicable legislation,
- Costs directly necessitated by the transport of the remains,
- The cost of the coffin or urn.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

Neat

13. Death formalities and identification of the body

If you are travelling alone and the presence on site of a family member or close relative of the deceased proves indispensable in order to identify the body and complete the repatriation or cremation formalities, we organise and cover a return travel ticket, as well as accommodation expenses (room and breakfast) incurred on behalf of this person.

All other expenses remain payable by the deceased's family.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

14. Early return

In the event of hospitalisation or death of a family member

Following the unforeseen hospitalisation for more than 10 days, or a deterioration in the state of health (life-threatening condition) of a family member already hospitalised (ascendant or descendant in the 1st degree), or in the event of his/her death, VYV IA organises and covers the return travel costs of the insured members of your family or of one Insured person under this policy accompanying you to the patient's bedside (modification of the original return ticket or a new ticket if the initial transport ticket is non-modifiable).

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

In the event of loss at the home.

During your trip, you learn of an accidental loss occurring at your home, requiring protective measures to limit its consequences.

If your presence proves indispensable to carry out the necessary steps, we organise and cover your return travel costs (modification of the original return ticket or a new ticket if the initial transport ticket is non-modifiable) as well as those of the insured members of your family or of one Insured person under this policy accompanying you.

If supporting documents (loss declaration to the Insurer, expert report, police report, etc.) are not submitted within a maximum of 30 days, we reserve the right to charge you the full cost of the service.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

15. Impossible return

By way of derogation from the general exclusions of the policy, the **"Impossible return"** cover applies if you are unable to take your scheduled return flight due to:

- total or partial closure of the departure or arrival airport as a result of **force majeure**, i.e. an external, unforeseeable and unavoidable event unknown at the time of subscription,
- travel restrictions imposed on the population in the event of an epidemic or pandemic by the local government or the airlines.

With the prior agreement of the **VYV IA** assistance service, we reimburse, upon presentation of supporting documents, hotel expenses resulting from the extension of the stay.

In addition, if the return takes place on a date later than originally scheduled, we cover the cost of the return transport ticket. In such a case, **VYV IA**:

- decides on the type of ticket made available to the Insured,
- systematically gives priority to modification of the original return ticket when organising and covering a return on a commercial flight.

Accordingly, the Insured:

- accepts that VYV IA will carry out this modification of his/her return ticket,
- must return to VYV IA the originally scheduled and unused return ticket when VYV IA has covered the Insured's transport.

This cover may not be combined with the **"Extension of stay"** cover in case of assistance.

The **"Impossible return"** cover does **not** apply to inability to travel due to failure of a third party (Tour Operator, Travel Agency, Airline, etc.) in the practical organisation of the trip.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

16. Replacement driver

If you fall ill or are injured, and such illness or injury has led, after medical opinion from our doctors, to a minimum hospitalisation of 24 hours during a covered stay in one of the countries listed below, and you are no longer able to drive your private motor vehicle of less than 3.5 tonnes, and if none of the passengers is able to replace you, we will provide a driver to return the vehicle to your place of residence by the most direct route.

We cover the driver's travel expenses and the driver's wages.

The driver must comply with labour legislation and, more generally, with French regulations.

If your vehicle is more than 8 years old and/or has more than 150,000 km, or if its condition and/or load does not comply with the standards defined by the French Highway Code, you must inform us. In such cases, we reserve the right not to send a driver.

In that event, and instead of providing a driver, we will provide and cover the cost of a ticket for you to recover the vehicle yourself.

This service applies only in the following countries: France (including Monaco, Andorra, excluding French overseas territories), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, the Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Iceland.

Fuel, tolls, hotel and meal expenses of any accompanying passengers remain payable by you.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

17. Legal assistance

Reimbursement of legal fees

During a covered stay outside your country of residence, if you are subject to legal proceedings or imprisonment for unintentional non-compliance with or breach of local laws and regulations, we may reimburse the fees of legal representatives whom you may freely choose to appoint, if proceedings are brought against you, provided that:

- the alleged acts are not subject to criminal penalties under the law of the country concerned, and
- you have contacted your assistance service beforehand.

This cover does not apply to matters relating to your professional activity or the custody of a motor vehicle.

Criminal bail

If the Insured is imprisoned or threatened with imprisonment during a covered stay outside his/her country of residence, **VYV IA** will advance the criminal bail on behalf of the Insured.

In this context, the Insured undertakes to transfer to VYV IA a recognised financial guarantee, confirmed by VYV IA, equal to the sums required for the advance of funds related to the bail. In the absence of such financial guarantee transferred by the Insured, no advance of funds will be provided by VYV IA.

Reimbursement of this advance must be made within two months of presentation of our request for repayment. If the bail is refunded to you by the Authorities of the country before this deadline, it must be immediately returned to us.

Legal proceedings may be initiated if repayment of the advance is not made within the above-mentioned timeframe.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

18. Search and rescue costs at sea and in the mountains

We cover the costs of search and rescue at sea or in the mountains following an event that endangers your life. Only expenses invoiced by a company duly authorised for such activities may be reimbursed.

Under no circumstances can we substitute ourselves for the local emergency rescue organisations.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

19. Psychological support following quarantine

In the event of quarantine during your stay outside your country of residence, and subject to approval by our medical team, we may put you in telephone contact with a psychologist. All such consultations are strictly subject to principles of confidentiality.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

20. Psychological support in the event of repatriation

In the event of significant trauma following an incident related to repatriation, upon your return home under a repatriation organised by us, we may, at your request, put you in telephone contact with a psychologist. These consultations are fully confidential.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

21. Local telephone package

During a covered stay outside your country of residence and while you are in quarantine, we cover the activation costs of a local telephone package.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

22. Advance of funds

During a covered stay outside your country of residence, if your means of payment or official documents (passport, national identity card, etc.) are lost or stolen, a simple call to our service will provide you with information on the steps to take (police report, renewal of documents, etc.).

The information provided is for documentary purposes only. It does not constitute legal advice.

Subject to presentation of a certificate of theft or loss issued by the local authorities, we may grant you an advance of funds.

The Insured undertakes to transfer to VYV IA a recognised financial guarantee, confirmed by VYV IA, equal to the sums required for the advance of funds.

This advance must be reimbursed to VYV IA within 30 days of the funds being made available. In the absence of repayment, we reserve the right to initiate any useful recovery proceedings.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

23. Official documents

During a covered stay outside the country of residence, if the Insured's official documents are lost or stolen, and if duplicates or copies of such official documents can be sent to the Insured at his/her place of stay from the country of domicile by a person of his/her choice, VYV IA will reimburse the shipping costs of such documents, subject to presentation of the original shipping receipts and proof of the loss or theft of these documents.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

24. COVID Assistance cover

Interruption of stay

As part of the stay organised by the Policyholder, you were able to take your outward flight included in the covered stay to reach the departure point of the touring trip.

Following a positive COVID test, you are unable to continue the programme of the covered touring trip organised by the Policyholder.

We cover:

- accommodation in the event of quarantine,

- and, if the round-trip flight is included in the covered stay organised by the Policyholder:
    - modification of the return ticket, or
    - purchase of a new return ticket if the scheduled return flight is impossible on the originally planned date, or
    - transfer to rejoin the group enabling you to continue the trip, within the limit of the cost required to organise a repatriation.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

Deferred return

As part of the stay organised by the Policyholder, including the round-trip flight, at the time of return you are unable to board the return flight due to a positive COVID test.

We cover:

- accommodation in the event of quarantine,
- modification of the return ticket or purchase of a new return ticket if the scheduled return flight is impossible on the originally planned date.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

Consequences of quarantine

As part of the covered stay organised by the Policyholder, including the round-trip flight and accommodation, following a positive COVID test, you are required to leave the accommodation of the covered stay in order to quarantine in compliance with the obligations imposed by the local authorities, and no temporary accommodation solution is provided by the organiser of the stay.

We cover:

- accommodation related to this quarantine,
- and, if the round-trip flight is included in the stay organised by the Policyholder:
    - modification of the return ticket, or
    - purchase of a new return ticket if the scheduled return flight is impossible on the originally planned date.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

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25. Complementary assistance cover for persons (inFrance)

When, during your covered stay outside your country of residence, you are the victim of an illness or accident resulting in your repatriation and hospitalisation, or immobilisation at home for more than 5 days following your return, we provide additional services and benefits, provided that you request them within fifteen days following your return.

These services are available only in mainland France, from Monday to Saturday (excluding public holidays) between 8 a.m. and 7 p.m.

Contact with a specialist following loss at the home

While you are travelling, if your home suffers flooding, fire or burglary, and the damage caused requires protective measures, we will put you in contact with a specialist (plumber, locksmith, glazier, security company) and cover the cost of the intervention.

Furthermore, if your home is uninhabitable upon your return from travel, we will cover the cost of hotel accommodation up to the maximum amount per Insured person living under the same roof.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

Home help

In the event of illness, upon your return home, we will arrange and cover the cost of a home help attending at your bedside.

The home help does not replace a healthcare professional such as a nurse or doctor in providing medical care.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

Childcare

If you have children under 18 years of age residing at your home:

- either we organise and cover the cost of their care at your home between 7 a.m. and 7 p.m., subject to local availability. If no relative is available, the person entrusted with the care of your children may take them to school or nursery and collect them afterwards;
- or we provide one of your relatives residing in mainland France with a return ticket (train or plane) so that he/she may come to your home to look after them;
- or we provide your children with a return ticket (train or plane) so that they may travel to one of your relatives residing in mainland France. They will be accompanied by a hostess appointed by our services.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

Delivery of medicines

If we have organised your medical repatriation, and if a prescription is issued requiring the purchase of essential medicines, when you are unable to travel with the prescription you send us, we will make the necessary arrangements to obtain and deliver such medicines to your home, subject to their availability in pharmacies.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

Educational support for your minor child

If, following an accident or illness linked to a covered event, your minor child is immobilised for more than 15 consecutive days, resulting in school absence of the same duration, we will organise and cover, subject to local availability, private lessons with a tutor.

Our cover applies from the first day of immobilisation and during the current school year, for children in primary or secondary school (first and second cycles).

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

Care of domestic animals

We cover the external care of your domestic animals (dogs and cats), provided that they have received the mandatory vaccinations. Boarding and feeding costs are covered.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

Home help

Following your repatriation organised by us, and in order to facilitate the return to normal family life, we provide you with the services of a home help:

either from the first day of your hospitalisation, assisting your family in coping with domestic obligations that you normally carry out,

or from the day of your discharge from the medical facility, relieving you of household tasks that your convalescence prevents you from performing.

The number of hours and the duration of the service are, in all cases, determined by our medical department.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

Delivery of meals and groceries

Following your repatriation organised by us, if you are unable to leave your home, we will organise and cover, subject to local availability, the delivery costs of your groceries.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

Hospital comfort

If you are hospitalised following your repatriation for a period of five days or more, we will cover the cost of hiring a television during your hospital stay.

This cover binds the Insurer within the limit shown in the Schedule of Benefits.

III. Limitations of VYV IA's commitment

The interventions carried out by VYV IA are performed in full compliance with national and international laws and regulations. They are therefore subject to obtaining the necessary authorisations from the competent authorities.

If the Insured refuses to follow the decisions made by VYV IA's medical team, he/she releases VYV IA from all responsibility for the consequences of such action and loses all entitlement to benefits or compensation.

VYV IA cannot, under any circumstances, replace local emergency rescue organisations or cover the costs incurred by them.

VYV IA can only act within the limits of the authorisations granted by local authorities. VYV IA shall not be held responsible for any failure or delay in the performance of its obligations resulting from cases of force majeure, such as civil or foreign war, revolution, riot, strike, seizure or constraint by public authorities, official bans, piracy, explosions, nuclear or radioactive effects, epidemics, or climatic or natural obstacles such as storms, hurricanes, earthquakes.

For all covers requiring it, VYV IA decides on the type of ticket to be provided to the Insured. VYV IA will systematically give priority to modifying the return ticket when organising and covering a return on a commercial flight. The Insured agrees that VYV IA may carry out such modification on his/her return ticket. When VYV IA has covered the Insured's transport, the Insured must return to VYV IA the originally scheduled and unused return ticket.

The cover takes effect on the day of departure and expires on the day of return, for the duration stated on the certificate of membership for the Trip, and may not exceed 90 days.

VYV IA's maximum liability in the event of a Claim is set out in the Schedule of Benefits.

Neat

IV. Exclusions from assistance to persons and complementary assistance to persons

No intervention will be provided in the following cases:

- **Trips undertaken for the purpose of diagnosis and/or treatment,**
- **Medical and hospital expenses incurred in the country of residence,**
- **Minor conditions or injuries that can be treated locally and/or do not prevent the Insured from continuing the trip,**
- **Pregnancy, except in the event of an unforeseeable complication, and in all cases pregnancy beyond the 36th week, voluntary termination of pregnancy, and consequences of childbirth,**
- **Events related to medical treatment or surgical intervention that are not unforeseen, accidental, or fortuitous in nature,**
- **Costs relating to prostheses: optical, dental, hearing, functional, etc.,**
- **Consequences of infectious risk situations in the context of an epidemic or pandemic that are subject to quarantine, confinement, preventive or specific monitoring measures imposed by international health authorities and/or local health authorities of the country of stay and/or national authorities of the Insured's country of origin, unless otherwise provided in the cover,**
- **Costs of spa cures, cosmetic treatments, vaccinations and related expenses,**
- **Stays in rest homes and related expenses,**
- **Rehabilitation, physiotherapy, chiropractic care and related expenses,**
- **Planned hospitalisations.**

V. Rules governing the operation of assistance benefits

If other insurance policies exist covering the same risks, this policy shall apply only as a complement to the guarantees otherwise in force, unless otherwise stipulated by them.

Activation of cover is **strictly subject** to the prior agreement of VYV IA's services, on the basis of the conditions of cover provided under this policy. Only the guarantees and services organised by, or with the agreement of, VYV IA's services are covered by VYV IA. Express agreement by VYV IA is evidenced by communication to the Insured of a case reference number. VYV IA intervenes within the framework set by national and international laws and regulations.

Contact details for reporting a claim:

Tél : +33 9 78 45 52 80
Mail : ops@vyv-ia.com

The VYV IA Assistance Centre is available 24 hours a day, 7 days a week. To enable us to provide assistance under the best possible conditions, the following information will be requested during your call:

- Your policy number: 283882,
- Your surname and first name,
- Your home address,
- The country, city or locality where you are at the time of the call, specifying the exact address (no., street, hotel, etc.),
- The telephone number where you can be reached,
- The nature of your problem.

The request for assistance must be made within 48 hours after the occurrence of the event giving rise to the request. After this 48-hour period, VYV IA may still provide guidance and support to the Insured but will not cover the request.

At the first call, an assistance case reference number will be communicated to you. This number must always be given during all subsequent communications with our Assistance Service.

All requests for assistance, whatever their nature, are handled exclusively via this unique number. Upon receipt of a call, and after identifying the nature of the intervention required, VYV IA will call upon the relevant specialist providers and consultants.

VYV IA can only act within the limits of the authorisations given by local, medical and/or administrative authorities, and cannot under any circumstances replace local public emergency organisations or cover costs incurred by them.

The Policyholder may contact VYV IA directly for the implementation of assistance services not provided under this contract, whether or not related to the proposed guarantees. He/she may also contact the Insurer, who will direct him/her to VYV IA or VYV IA's partner if the request relates to security assistance services.

Such assistance services, once feasibility has been assessed, will be the subject of a direct contractual arrangement between the Policyholder and VYV IA, or between the Policyholder and VYV IA's partner for security assistance services, without involvement of the Insurer under this policy. The provisions of this policy shall therefore not apply to such assistance services.

In cases where VYV IA agrees to provide assistance in a situation of infectious risk in the context of an epidemic or pandemic, involving quarantine, confinement, preventive measures or specific monitoring measures imposed by local, national or international health authorities, the Insurer's commitment applies to the Insured under the terms specified in this policy.

VYV IA provides and implements the means necessary to deliver the guaranteed services set out herein. These guaranteed services are available to the Insured 24 hours a day in the event of accident or illness suffered during the Activity worldwide.

VYV IA operates an emergency telephone service available 24 hours a day, 365 days a year, staffed with multilingual assistants and supported by a team of qualified medical advisers, nurses and doctors available to provide advice on the most appropriate assistance and medical treatment.

Only VYV IA's medical authorities are authorised to decide on repatriation, the choice of means of transport and the place of hospitalisation. Where necessary, they will liaise with the attending doctor on site and/or the family doctor, in order to act under the conditions best suited to the Insured's state of health.

VYV IA is only liable for the additional expenses, beyond those that the Insured would normally have incurred for his/her return.

VI. Conditions for reimbursement of Assistance cover

To request reimbursement, the Insured is required:

- To notify VYV IA **within 2 working days**. After this period, the Insured will forfeit any right to compensation if the delay has caused prejudice to VYV IA,
- To attach to his/her declaration:
    - the insurance policy number and the case reference number assigned by the VYV IA Assistance Centre,
    - the detailed medical certificate indicating the exact nature and date of occurrence of the Illness,
    - the death certificate, where applicable,
    - any documents required for the processing of the file upon simple request by VYV IA and without delay.

Without communication to VYV IA's medical adviser of the medical information necessary for processing, the file cannot be handled.

Where VYV IA has covered the transport of the Insured, the latter must return to VYV IA the originally scheduled and unused return ticket.

VII. Exclusions common to all cover

No intervention will be provided in the following cases:

- **Services not requested during the trip or not organised by us, or with our agreement, do not give entitlement, retrospectively, to reimbursement or compensation,**
- **Meal and hotel expenses, except those expressly specified in the cover,**
- **Damage intentionally caused by the Insured and those resulting from his/her participation in a crime, offence or fight, except in cases of self-defence,**
- **Court-awarded damages and their consequences,**
- **Use of narcotics or drugs not prescribed medically,**
- **State of alcoholic intoxication,**
- **Customs duties,**
- **Participation as a competitor in a sporting competition or rally giving rise to a national or international ranking organised by a sports federation for which a licence is issued, as well as training for such competitions,**
- **The practice of any sport on a professional basis,**
- **Participation in competitions or endurance or speed trials and their preparatory tests, using any land, water or air vehicle,**
- **Consequences of non-compliance with recognised safety rules related to the practice of any leisure sporting activity,**
- **Expenses incurred after returning from the trip or after expiry of the cover,**
- **Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (whatever motor vehicle is used), aerial sports, high-mountain climbing, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports involving 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,**
- **Trips to destinations advised against by the French Ministry of Foreign Affairs,**
- **Official bans, seizures or constraints imposed by public authorities,**
- **Use by the Insured of aerial navigation equipment,**
- **Use of instruments of war, explosives and firearms,**
- **Damage resulting from intentional or fraudulent misconduct by the Insured in accordance with Article L.113-1 of the French Insurance Code,**
- **Suicide or attempted suicide,**
- **Epidemics and pandemics, except where expressly covered, pollution, natural disasters,**
- **Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,**
- **Disintegration of the atomic nucleus or any irradiation from a source of energy with radioactive properties.**

VIII. General provisions

1. Multiple insurance policies

In accordance with Article L112-10 of the French Insurance Code, the Policyholder is invited to verify that he/she is not already the Beneficiary of cover for one of the risks guaranteed under this Policy. If this is the case, the Policyholder has the right to cancel this Policy within fourteen (14) calendar days of its conclusion, without cost or penalty, provided that all of the following conditions are met:

- The Policyholder has subscribed to this Policy for non-professional purposes,
- This Policy is taken out as a complement to the purchase of a good or service sold by a supplier,
- The Policyholder proves that he/she is already covered for one of the risks guaranteed by this Policy,
- This Policy has not been fully executed,
- The Policyholder has not declared any Claim covered by this Policy.

In this situation, the Policyholder may exercise the right of cancellation by sending a letter to the following address, accompanied by proof of existing cover for one of the risks guaranteed by the new Policy.

The Insurer must reimburse the Policyholder the premium paid, within thirty (30) days of cancellation. However, once the Policyholder has declared a Claim giving rise to cover, he/she may no longer exercise this right of cancellation.

If the Policyholder wishes to cancel the contract but does not meet all of the above conditions, he/she must check the cancellation conditions provided in the contract.

2. Complaints handling

In the event of disagreement concerning the management of the policy, the Policyholder and/or the Insured(s) may address their complaint to VYV IA at the following address:

Mail : contact@vyv-ia.com

If the disagreement persists, you may refer the matter to the "**Médiation de l'Assurance"** at the following address:

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

The opinion of the "**Médiateur de l'Assurance"** is not binding on the parties, who remain free to accept or refuse the proposed solution and to bring the matter before the competent court.

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

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3. Right of withdrawal

In the case of distance selling, you have the right to withdraw from this contract within fourteen (14) calendar days (or thirty (30) days where applicable) of its conclusion, without cost or penalty. However, if you benefit from one or more free insurance premiums such that you do not have to pay a premium for one or more months at the start of execution of the contract, this period runs only from the payment of all or part of the first premium.

This period runs:

a) From the day the distance contract is concluded; or

b) From the day the policyholder receives the contractual terms and conditions and the required information, in accordance with Article L. 222-6 of the French Consumer Code, if this date is later.

Note: The right of withdrawal does not apply to insurance policies with a duration of less than one month.

When you exercise your right of withdrawal, the Insurer via Option Way must reimburse you the amount of the premium paid. However, the full premium remains payable to the Insurer if you exercise the right of withdrawal after a Claim giving rise to cover under this Policy has occurred during the 14-day withdrawal period.

All requests for withdrawal must be sent to Option Way.

4. Data collection

In accordance with Regulation (EU) 2016/679 of 27 April 2016 (General Data Protection Regulation – GDPR), personal data of the Insured may be transferred to VYV IA, its delegates, service providers, subcontractors or reinsurers for the management of the policy.

The Members are informed that data concerning them and their potential beneficiaries are processed for the purpose of subscription, management and performance of this policy as well as for commercial management. Data may also be used for monitoring operations, combating fraud, money laundering and terrorist financing, identifying beneficiaries of unpaid death contracts, and fulfilling legal and regulatory obligations.

The data collected are essential for the implementation of these processes and are intended for VYV IA's relevant departments and, where applicable, its subcontractors, service providers or partners. VYV IA is required to ensure that this data is accurate, complete and, where necessary, updated. Data will be kept for the duration of the contractual relationship plus statutory limitation periods or as required by the French Data Protection Authority (CNIL).

Personal data may be transferred to service providers or subcontractors located outside the European Union, only to countries recognised by the European Commission as providing adequate data protection, or to recipients offering appropriate safeguards.

The Insured have rights of access, rectification, erasure, restriction of processing, portability, objection to processing, and the right to define directives regarding their data after their death. These rights may be exercised with:

contact@vyv-ia.com
or
Data Protection Officer – VYV IA

Proof of identity may be requested when exercising these rights. In case of dispute, they may refer the matter to the CNIL via www.cnil.fr or at 3, Place de Fontenoy – TSA 80715 – 75334 Paris Cedex 7, France.

The Policyholder/Insured expressly authorises VYV IA to use his/her contact details for commercial prospecting purposes to offer other assistance services. He/she may object to such solicitations by letter.

5. Right to object to telephone solicitation

If you do not wish to receive commercial prospecting calls, you may register free of charge on a telephone marketing opposition list. These provisions apply to any consumer, i.e. any natural person acting for purposes outside their commercial, industrial, artisanal or liberal activity.

6. Subrogation

The Insurer is subrogated, up to the amount of indemnities paid and services provided, into the rights and actions of the Beneficiary against any person responsible for the events giving rise to its intervention. When the benefits provided under this agreement are covered in whole or in part by another company or institution, the Insurer is subrogated into the rights and actions of the Beneficiary against that company or institution.

7. Limitation period

The limitation period is the time beyond which no claim is admissible. Any action arising from the policy is time-barred from the event giving rise to it, under the conditions set out in Articles L.114-1 to L.114-3 of the French Insurance Code.

Article L.114-1 of the Insurance Code: "All actions arising from an insurance policy are time-barred after two years from the event giving rise to them. However, this period does not begin to run: 1° In the event of concealment, omission, false or inaccurate statement of the risk, until the day the insurer becomes aware of it; 2° In the event of a claim, until the day the interested parties become aware of it, if they prove that they were unaware of it until then.

When the Insured's action against the Insurer arises from a third party's claim, the limitation period only begins to run from the day on which the third party initiated legal proceedings against the Insured or was indemnified by the latter.

The limitation period is extended to ten years in life insurance contracts when the beneficiary is a person other than the policyholder, and in personal accident insurance contracts when the beneficiaries are the legal heirs of the deceased Insured.

For life insurance contracts, notwithstanding the provisions of 2°, the beneficiary's actions are time-barred at the latest thirty years from the Insured's death."

Article L.114-2 of the Insurance Code: "The limitation period is interrupted by one of the ordinary causes of interruption of limitation and by the appointment of experts following a claim. Interruption of the limitation period may also result from the sending of a registered letter with acknowledgement of receipt,

sent by the insurer to the insured regarding action for payment of the premium, and by the insured to the insurer regarding payment of the indemnity.

The ordinary causes of interruption of limitation (Articles 2240 et seq. of the French Civil Code) are: recognition by the debtor of the right of the person against whom he was prescribing; legal action, even by way of summary proceedings; a protective measure taken under the Code of Civil Enforcement Procedures or an enforcement act; the interpellation referred to in Article 2245 of the Civil Code."

Article L.114-3 of the Insurance Code: "By way of derogation from Article 2254 of the Civil Code, the parties to an insurance contract may not, even by mutual agreement, modify the duration of the limitation period, nor add to the causes of suspension or interruption thereof."

The ordinary causes of interruption of limitation referred to in Article L.114-2 of the Insurance Code are those provided for in Articles 2240 to 2246 of the French Civil Code, reproduced below:

- **Article 2240 of the Civil Code:** "Recognition by the debtor of the right of the person against whom he was prescribing interrupts the limitation period."
- **Article 2241 of the Civil Code:** "Legal action, even by way of summary proceedings, interrupts the limitation period as well as the foreclosure period. The same applies when the action is brought before an incompetent court or when the act of referral to the court is annulled due to a procedural defect."
- **Article 2242 of the Civil Code:** "Interruption resulting from legal action produces its effects until the proceedings are extinguished."
- **Article 2243 of the Civil Code:** "Interruption is void if the claimant withdraws the action, allows the proceedings to lapse, or if the claim is definitively rejected."
- **Article 2244 of the Civil Code:** "The limitation period or foreclosure period is also interrupted by a protective measure taken under the Code of Civil Enforcement Procedures or an enforcement act."
- **Article 2245 of the Civil Code:** "The interpellation made to one of the joint debtors by legal action or by an enforcement act, or recognition by the debtor of the right of the person against whom he was prescribing, interrupts the limitation period against all others, even against their heirs. However, the interpellation made to one of the heirs of a joint debtor or the recognition by that heir does not interrupt the limitation period with regard to the other co-heirs, even in the case of a mortgage debt, if the obligation is divisible. This interpellation or recognition only interrupts the limitation period, with respect to the other co-debtors, for the share for which that heir is liable.

To interrupt the limitation period in its entirety with respect to the other co-debtors, the interpellation must be made to all the heirs of the deceased debtor or the recognition must come from all of those heirs."

- **Article 2246 of the Civil Code:** "The interpellation made to the principal debtor or his recognition interrupts the limitation period against the guarantor."

8. Disputes

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

This document has been translated into several languages. In case of dispute, the French version of this document shall prevail.

9. Applicable law

Subject to other applicable provisions, the Policy taken out in France and the memberships under this Policy are governed by French law.
Members and Insureds may refer to the mediator whose details are mentioned in the General Conditions.

10. False statements

Where they alter the subject of the risk or diminish our assessment of it:

- Any deliberate misrepresentation or false statement on your part results in nullity of the policy. Premiums paid remain acquired by us and we shall be entitled to demand payment of due premiums, as provided for in Article L.113-8 of the French Insurance Code,
- Any omission or inaccurate statement on your part, where bad faith is not established, results in termination of the policy 10 days after notification sent by registered letter and/or reduction of indemnities as provided for in Article L.113-9 of the French Insurance Code.

11. Supervisory authority

Helvetia is supervised by the FMA Liechtenstein, Landstrasse 109, Postfach 279, 9490 Vaduz, Principality of Liechtenstein.