



# **Cancellation – Baggage**

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.

## How to trigger the insurance cover?

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

Or, failing that, by e-mail: [care@neat.eu](mailto:care@neat.eu)

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

\*mainly intended for information and claim follow-up

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.

# Preamble

The **Cancellation 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 company, a simplified joint stock company with share capital of €77,610.25, registered office at 16 Place des Quinconces, 33000 BORDEAUX, registered with the Bordeaux Trade and Companies Register under number 913 675 581, and with ORIAS under number 22004644, holding Professional Civil 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** (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 policy is managed by NEAT.

# What to do in the event of a claim?

## 1. DEADLINES TO BE OBSERVED

### a. Cancellation

1/ As soon as illness first appears or as soon as you become aware of the event giving rise to cover, you must **IMMEDIATELY** notify your travel agency.

If you cancel the trip later with your travel agency, our reimbursement will be limited to the amount of costs that would have been payable by you on the date of the loss event, in accordance with the schedule of cancellation fees shown in the Special Conditions of the travel agent's, tour operator's or airline's sales contract. This clause implies that any difference between the cancellation fees calculated on the date of the loss as determined by our services and those calculated by the trip organiser and shown on your invoice for cancellation fees, will remain at your expense.

2/ In addition, you must notify the claim to **NEAT** within **five working days** following the event giving rise to cover.

**If this deadline is not met and we suffer a loss as a result, you forfeit any right to indemnity.**

### b. Other covers

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](mailto: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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# Table of Cover

Cancellation		
Coverage	Limits (amounts incl. VAT)	Deductibles & Max claims
Cancellation for medical reason	Maximum €50,000 per event	No deductible in case of illness.
COVID Cancellation (Epidemic and Pandemic)		For other reasons:
Cancellation for named/justified causes		<ul style="list-style-type: none"><li>• 5% deductible (on total trip price) for trips up to €2,000 per person •</li><li>• 10% deductible (on total trip price) for trips over €2,000 per person</li></ul>

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

# 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. The Insured may be domiciled anywhere in the world.

**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:**

“Cancellation” cover takes effect on the day you enrol in the insurance contract and expires on the day of departure. The validity period of the other covers 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:**

- Cancellation
- 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 domiciled worldwide. 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. Trip cancellation

#### a. Purpose and conditions of cover

##### i. Cancellation for medical reason (incl. epidemic and pandemic)

Cover applies for the reasons and circumstances listed below, to the exclusion of all others, up to the limit and with the deductible indicated in the Schedule of Benefits.

- **Serious illness, including serious illness resulting from an epidemic or pandemic, serious bodily accident or death,**  
**Or**
- **The consequences, after-effects, complications or aggravation noted after enrolment in the policy of an illness or accident pre-dating enrolment affecting:**
  - Yourself, your spouse by law or in fact,
  - Your ascendants or descendants up to the 2nd degree,
  - Your brothers, sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, your parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law.
- **Pregnancy complications of the insured woman up to the 28th week,**
  - resulting in the absolute cessation of any professional activity or failing a professional activity, any other basic activity of daily life, provided that at the time of departure you are not more than 6 months pregnant.
- **The insured woman's state of pregnancy,**
  - if the nature of the trip is incompatible with pregnancy, provided you were unaware of your condition when subscribing to the Policy.
- **Refusal to board** following a temperature check up on arrival at the departure airport. (Proof issued by the carrier refusing boarding, or by the health authorities, must be provided; failing this, no compensation will be possible.)
- **A positive PCR or antigen test** result within **72 hours** before departure. For cover to apply, the test must be carried out **ONLY**:
  - either at a doctor's request **BEFORE** taking the test to verify existing symptoms,
  - or if the test is **REQUIRED** by the destination authorities, the trip organizer or the carrier in order to travel.

Any trip cancellation due to a positive test outside these conditions is not covered and will not be reimbursed.

- **Vaccination contraindication**

A medical contraindication to vaccination or a medical impossibility to follow preventive treatment required for the destination, provided the contraindication/impossibility was unknown at the time of subscription and independent of the Insured's will.

You must establish the reality of the situation by giving entitlement to our services; we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the facts.

## ii. Cancellation for named/justified causes

Cover also applies, up to the limits indicated in the Schedule of Benefits, for any other **random event of any kind, constituting an immediate, real and serious obstacle** preventing your departure and/or the activities planned during your stay. A random event means any sudden, unforeseeable circumstance independent of the Insured's will justifying cancellation. The random event must have a direct causal link with the impossibility of traveling.

**However, cover applies for the following causes only under the precise conditions set out below:**

- **Serious illness, serious bodily accident or death,**  
**Or**
- **The consequences, after-effects, complications or aggravation noted after subscription to the Policy of an illness or accident predating subscription affecting:**
  - your ascendants or descendants **beyond** the 2nd degree, your guardian or any person habitually living under your roof,
  - your uncles, aunts, nephews and nieces,
  - your professional replacement designated when subscribing,
  - the person designated when subscribing to this policy as responsible, during your trip, for looking after or accompanying on holiday your minor children or the disabled person living under your roof, provided there is hospitalization of more than 48 hours or death,
- **Serious material damage** requiring your imperative presence on the scheduled departure date to take necessary protective measures, resulting from fire, water damage or natural events and affecting more than 50% of your private or professional premises,
- **Theft at private or professional** premises requires your imperative presence on the departure day, provided it occurred within 48 hours prior to departure,
- **You're being called for an organ transplant** at a date prior to or during the scheduled trip, provided the call was not known at the time of subscription,
- **Serious damage to your vehicle within 48 hours** prior to departure, making it impossible to use to reach your holiday location,
- An accident or breakdown of your means of transport during your pre-routing leading to a delay of more than two hours causing you to miss the booked outbound flight, provided you planned to arrive at the airport at least 2 hours before the latest check-in time,

- **Your redundancy for economic reasons** or that of your spouse by law or in fact, provided the procedure had not been initiated on the day of subscription to this Policy and/or you were not aware of the event date at subscription,
- **Obtaining paid employment** taking effect before or during the scheduled travel dates while you were registered with Job Centre (Pôle Emploi), provided it is not an extension, renewal or change of contract type nor an assignment by a temporary employment agency,
- An imperative, unforeseeable and non-deferrable **administrative summons** on a date falling during the scheduled trip, provided the summons was not known at subscription,
- Your summons to a **university resit examination** on a date during your trip, provided the failure was not known at subscription,
- **Refusal of a tourist visa** by the authorities of the country chosen, provided you had not previously submitted an application refused by those authorities, your steps allowed a decision before your trip, and you complied with the administrative requirements of that country,
- Your **non-disciplinary job transfer** imposed by your employer, forcing you to move home during your insured stay or within the 8 days before departure, provided the transfer was not known at subscription. This cover is granted to salaried employees, excluding liberal professionals, company directors, legal representatives, self-employed workers, craftsmen and intermittent entertainment workers,
- **Cancellation due to cancellation or change of paid leave dates** by your employer. Granted to salaried employees (same exclusions as above). Such leave, corresponding to an accrued right, must have been the subject of prior written agreement by the employer before subscription,
- Your **summons for adoption** within 15 days prior to departure or during the insured stay, provided the summons was not known at subscription,
- **Cancellation due to separation** of a married couple, civil partners or established cohabitantes; this cover applies only on submission of legal/administrative documents proving the separation or cohabitation (divorce procedure, PACS termination, documents evidencing cohabitation such as utility bills, joint bank accounts, joint tax return, etc.),
- **Theft**, within 48 hours prior to departure, of your identity documents (passport, ID card) essential for border crossings planned during your trip, provided a theft report was filed immediately upon discovery with the nearest police authority,
- **Riot, Terrorist Attack, Act of Terrorism, Pollution and Natural Disaster** provided **all** the following conditions are met:
  - The Event occurred within **30 days** prior to departure,
  - The Event caused **material or bodily damage** in the destination city/cities of the insured stay or within a 100-km radius of the holiday location,
  - The Ministry of Foreign Affairs or the World Health Organization advises against travel to the Insured's destination at the time of travel,
  - It is impossible for the travel organizer/intermediary to offer you an alternative destination or substitute stay acceptable to you,
  - No event of the same nature occurred in the country concerned in the **30 days** preceding the booking of the insured stay.
- **Strike** by airline and/or airport staff within **72 hours** prior to departure: If the Insured's trip is cancelled as a result of a strike by flight or ground staff of a scheduled, low-cost or charter airline and/or airport staff, provided no strike notice was duly filed under the law in force at the time of subscription,

the Insurer guarantees reimbursement of the services insured under this Policy remaining at the Insured's expense, **excluding** the transport ticket rendered unusable due to the strike, up to the limit shown in the Schedule of Benefits.

**In all cases of cancellation:**

- If, for a covered reason, one or more persons (maximum 9 persons for the entire file) booked at the same time as you and insured under this policy cancel, and you wish to travel alone, additional costs are taken into account, without our reimbursement exceeding the amount due in case of cancellation on the date of the event.
- **Name change fees** charged by the provider, if for a covered event you prefer to be replaced by another person rather than cancelling your stay. Our reimbursement cannot exceed the amount due in case of cancellation at the date of the name change.
- The indemnity will be paid **after deduction** of a specific deductible indicated in the Schedule of Benefits and Deductibles. This deductible also applies to people booked at the same time as you and insured under this Policy.

## b. Maximum liability and limitations

The limits, deductibles and maximum claim amount per year are set out in section **"I. Schedule of benefits"**.

## c. Specific exclusions to "Cancellation" cover

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

- Any event, illness or accident first diagnosed, relapsed, aggravated or resulting in hospitalisation between the date of purchase of the trip and the date of subscription to the insurance contract,
- Any event, illness or accident first diagnosed, relapsed, aggravated prior to the date of enrolment in this policy,
- PCR or antigen tests not required by the destination country, the carrier or the trip organiser, or not prescribed by a doctor before taking the test to verify existing symptoms,
- Any person declared a COVID-19 contact case but not confirmed by a positive PCR test,
- Any circumstance affecting only simple enjoyment,
- Pregnancy including its complications beyond the 28th week and, in all cases, termination of pregnancy, childbirth, in vitro fertilisation and their consequences,
- Failure to vaccinate,
- Failure of any kind, including financial, of the carrier preventing performance of its contractual obligations,
- Lack or excess of snow,
- Any medical event whose diagnosis, symptoms or causes are psychiatric/psychological in nature and which did not result in hospitalisation of more than 3 consecutive days after subscription to this Policy,
- Pollution, local health situation, natural disasters in France and DROM subject to the procedure referred to in Law No. 82-600 of 13 July 1982 and their consequences,
- Weather or climatic events,
- Cessation of the airline's activities,
- Consequences of criminal proceedings against you,

- Any event occurring between the date of booking the trip and the date of subscription to the insurance policy,
- Absence of fortuity (no uncertain event),
- Intentional act and/or act punishable by law, consequences of alcohol intoxication and use of drugs, any narcotic substance under the Public Health Code, and medications/treatments not prescribed by a doctor,
- The mere fact that the travel destination is advised against by the French Ministry of Foreign Affairs,
- Your negligence,
- Any event for which the travel agency could be liable under the French Tourism Code,
- Failure to present, for whatever reason, documents essential for the stay, such as passport, identity card, visa, travel tickets, vaccination record, except in case of theft of passport or identity card within 48 hours before departure.

## 2. 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.

### III. 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.

## IV. 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](mailto: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](mailto: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 "Médiateur 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](mailto: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.

## 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 effected on 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 effected 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.

## 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.

## INFORMATION AND ADVICE SHEET PRIOR TO ENROLMENT IN THE GROUP NON-LIFE INSURANCE CONTRACTS WITH OPTIONAL MEMBERSHIP No. 283882

This document is provided to you in accordance with Articles L112-2, L513-2 and L521-2 et seq. of the French Insurance Code. The information collected from you is necessary in order to recommend an insurance contract consistent with your requirements and needs.

You acknowledge, in accordance with Article L.521-6 of the Insurance Code, that you have been informed of the possibility of receiving the information and documents relating to the insurance contract 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 (nor the Distributor). To know your rights and obligations arising from the insurance contract, you must refer to the contractual provisions which will be provided to you prior to your enrolment.**

### PREAMBLE

The Contract is underwritten by **NEAT**, an insurance brokerage company, simplified joint-stock company with a share capital of €77,610.25, registered office: 16 Place des Quinconces, 33000 BORDEAUX, registered with the Bordeaux Trade and Companies Register under number 913 675 581, and with ORIAS under number 22004644.

With **the Insurer HELVETIA Global Solutions Ltd** (hereinafter referred to as “the Insurer” or “Helvetia”), a public limited company under Liechtenstein law, registered office: Aeulestrasse 60, 9490 Vaduz, Principality of Liechtenstein, registered under number FL-0002.191.766-9, authorised as an insurance undertaking by the Financial Market Authority of the Principality of Liechtenstein (FMA Liechtenstein).

The insurance distribution operations are carried out by **OPTION WAY**, a public limited company with a share capital of €233,187, registered office: 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.

Helvetia is authorised to conduct insurance business in France under the freedom to provide services, as notified to the ACPR (ID Refassu: 224324), and is subject to the supervision of the FMA Liechtenstein, Landstrasse 109, Postfach 279, 9490 Vaduz, Principality of Liechtenstein.

In accordance with Articles L.521-1 and R.519-20 of the Insurance Code, it is specified that NEAT is under no contractual obligation to work with one or more insurance institutions and bases its analysis on a limited number of insurance and financing products available on the market.



## YOUR COVER

### COVER PROVIDED :

<b>CANCELLATION</b>	<ul style="list-style-type: none"> <li>• Cancellation for medical reasons</li> <li>• Cancellation due to COVID (epidemic and pandemic)</li> <li>• Cancellation for named/justified causes</li> </ul>
<b>BAGGAGE – PERSONAL EFFECTS</b>	<ul style="list-style-type: none"> <li>• Loss, theft or damage to insured baggage (with or without presentation of purchase receipts)</li> <li>• Theft with violence of valuables</li> <li>• Theft with violence of personal belongings</li> <li>• Costs of re-issuing official documents in case of theft</li> <li>• Baggage delivery delay exceeding 24 hours</li> </ul>

## REMUNERATION LINKED TO THE PROPOSED CONTRACT

It is specified that, in return for distribution operations, NEAT is remunerated on the basis of commissions, i.e. a remuneration included in the insurance premium, calculated on qualitative criteria, so as not to prejudice the interests of clients.

OPTION WAY is remunerated by fees for the presentation, placement and implementation of your insurance.

## COMPLAINTS HANDLING

In case of a complaint relating to the distribution of this contract, please contact NEAT by phone at +33 9 78 45 52 80 (service available Monday to Friday from 09:00 to 17:00) or by email at [complaints@neat.eu](mailto:complaints@neat.eu).

If the response you receive is not satisfactory, you may send an email to: [complaints-hgs@helvetia.com](mailto:complaints-hgs@helvetia.com)

Neat and Helvetia undertake to acknowledge receipt of your correspondence within 10 working days. It will be processed within a maximum of 2 months.

If disagreement persists, you may refer the matter to the “Médiation de l'Assurance” Mediation service by mail at the following address:

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

The mediator's opinion is not binding on the parties, who remain free to accept or refuse the proposed solution and to refer the matter to the competent court. The mediator issues an opinion within 3 (three) months of receiving the complete file.

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

## RIGHT OF WITHDRAWAL

In the event of a distance sale, you have a right of withdrawal from this contract within fourteen (14) calendar days – or thirty (30) calendar days – from its conclusion, without fees or penalties. 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 contract's execution), this period only runs from the payment of all or part of the first premium.

This period runs from:

- a) Either from the day the distance contract is concluded;
- b) Or from the day on which you receive the contractual terms and information, in accordance with Article L.222-6 of the Consumer Code, if this later date is subsequent to that mentioned in (a).

**Please 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 your right of withdrawal when a claim triggering the contract's cover has occurred during the withdrawal period of 14 days.

**For any withdrawal request, you may contact Option Way.**