

# Multirisk Travel Insurance

## Insurance product information document



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

### Product: SKIER'S INSURANCE - Policy no 283709

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

## What type of insurance is it?

MULTIRISK Travel insurance is an insurance policy designed to cover the Insured Party during his/her trip.



## What is insured?

### INSURANCE COVER:

- ✓ Sports and ski equipment insurance
- ✓ Loss or theft of lift pass
- ✓ Trip interruption costs
- ✓ Interruption costs for "Snow" activities
- ✓ Replacement vehicle
- ✓ Personal liability abroad up to €150,000
- ✓ Personal Accident

### ASSISTANCE COVERAGE:

- ✓ 24-hour travel advice and medical information on health and administrative matters
- ✓ Repatriation or medical transport
- ✓ Extended stay
- ✓ Medical expenses outside country of residence
- ✓ Advance on medical expenses outside country of residence
- ✓ Body repatriation
- ✓ Early return
- ✓ COVID Assistance coverage
- ✓ Assistance coverage Search and rescue costs
- ✓ Legal assistance abroad

*For ceilings not mentioned, please refer to the table of coverage contained in the Information Sheets.*



## What is not insured?

- ✗ The consequences of the trip organiser's default,
- ✗ The consequences of a nuclear incident, civil or foreign war, terrorist attack, riot or strike,
- ✗ Epidemics and pandemics, unless otherwise stipulated in the cover, pollution and natural disasters,
- ✗ Acts that are intentional and/or punishable by law.
- ✗ Medical expenses in the country of residence.



## Are there any exclusions to cover?

### MAIN EXCLUSIONS:

- Damage caused intentionally by the insured party
- Illnesses or accidents involving an initial diagnosis, treatment or hospitalisation between the time the trip is booked and the time the policy is taken out.
- The fault of the trip organiser, airline or train company.
- hunting, aerial sports, professional sports or trials.

### THE MAIN RESTRICTIONS:

- The policy must be taken out on the day the trip is booked or, at the latest, the day before departure for the place of stay.



## Where am I covered?

Cover applies worldwide



## What are my obligations?

### - **When you take out the policy**

the insured party must pay the premium.

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

### - **In the event of a claim**

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

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



## When and how do I make payments?

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

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



## How can I terminate the policy?

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

neat <sub>x</sub>  travelski.com

**Insurance policy  
information sheet "Skier's  
Insurance  
No. 283709**

---



## How to report a claim

### **ACTIVATE INSURANCE COVERAGE:**

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

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

### **ACTIVATE ASSISTANCE COVERAGE:**

**ASSISTANCE SERVICE:** Vyv Assistance

**By phone:** [+33 5 25 53 03 51](tel:+33525530351)

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

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

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

Reference this whenever you deal with the insurance and assistance department.

# Contents

I.	TABLE OF COVERAGE.....	2
II.	FOREWORD .....	2
III.	POLICY DURATION AND TERRITORY OF APPLICATION .....	2
IV.	COMMON DEFINITIONS .....	2
V.	DESCRIPTION OF INSURANCE COVER .....	2
V.	GENERAL EXCLUSIONS TO INSURANCE COVER .....	2
VI.	DESCRIPTION OF ASSISTANCE COVERAGE.....	2
VII.	GENERAL EXCLUSIONS TO ASSISTANCE COVERAGE.....	2
VIII.	COMMON PROVISIONS.....	2

## I. TABLE OF COVERAGE

INSURANCE COVER	AMOUNTS INCL. VAT maximum / person
<p><b>A/ Sports/ski equipment insurance</b></p> <ul style="list-style-type: none"> <li>• Repair costs in the event of breakage of rental ski equipment,</li> <li>• Reimbursement of the cost of hiring equivalent replacement ski equipment from a professional rental company, if your personal ski equipment has become unusable due to accidental breakage or theft.</li> </ul>	<p>€600 per person up to a maximum of €3,000 per event</p> <ul style="list-style-type: none"> <li>• €25 for children's skis (AFNOR NFX 50-007: E, J category)</li> <li>• €40 for Bronze and Silver packs (AFNOR NFX 50-007: Z, A, B category)</li> <li>• €50 for Gold and Platinum packs (AFNOR NFX 50-007: C, D category)</li> </ul>
<p><b>B/ Loss or theft of lift pass</b></p>	<p>€200 per person</p>
<p><b>C/ Trip interruption costs</b></p>	<p>Maximum of €10000 per person 1-day deductible</p>
<p><b>D/ "Snow" activity interruption costs</b></p> <ul style="list-style-type: none"> <li>• Refund of lift pass and/or ski equipment rental in the event of lift closures. At least 70% of ski area closed.</li> <li>• Reimbursement of lift pass and/or ski equipment rental in the event of closure of the <b>ski</b> area <b>due to lack or excess of snow</b>. At least 70% closure of the ski area.</li> <li>• Reimbursement of lift pass, ski rental and ski lessons (if non-refundable by the school) in the event of a skiing accident.</li> <li>• Early departure in the event of bad weather closing more than 70% of the ski area for at least 48 hours.</li> </ul>	<ul style="list-style-type: none"> <li>• Pro rata temporis reimbursement</li> <li>• Maximum: €800 per person</li> <li>• Lift pass: €250 / Insured Party •</li> <li>• Equipment rental: 200 € / Insured Party •</li> <li>• Ski lessons not taken: €200 / Insured Party</li> <li>• €50 per Accommodation</li> </ul>

<p><b>E/ Replacement vehicle</b></p>	<p>Maximum 3 consecutive days, no Deductible</p>
<p><b>F/ Personal liability abroad &amp; Defence and Recourse</b></p> <ul style="list-style-type: none"> <li>• <b>Personal liability abroad:</b>  Coverage of the financial consequences of any personal liability you may incur for bodily injury, property damage or consequential loss caused to third parties in the course of your private life abroad.</li>   <li>• <b>Defence and Recourse abroad:</b>  Payment of expenses incurred: <ul style="list-style-type: none"> <li>○ For your criminal defence in the event of legal proceedings,</li> <li>○ To make a claim against a liable third party</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ €150,000</li> <li>▪ 150 deductible for material or immaterial damage</li> </ul> <p>Up to €41,006, with the following sublimits:</p> <ul style="list-style-type: none"> <li>▪ <b>Amicable budget:</b> €1047 (Deductible of €296 in the event of amicable action)</li> <li>▪ <b>Legal budget:</b> per dispute</li> <li>▪ <b>Legal appraisal:</b> €3,162</li> <li>▪ <b>Solicitors, bailiffs, costs and fees:</b> within the limits of the texts governing the profession.</li> <li>▪ <b>Lawyer's fees:</b> upon presentation of proof</li> <li>▪ <b>Lawyer's fees:</b> within the limits of the schedule attached to the general provisions.</li> <li>▪ <b>Arbitration budget:</b> €277</li> </ul> <p>Deductible of €1,195 in the event of legal action</p>
<p><b>G/ Personal Accident</b></p> <ul style="list-style-type: none"> <li>• Capital sum in the event of death</li>   <li>• Capital sum in the event of permanent disability</li>   <li>• Accumulation per Event</li> </ul>	<ul style="list-style-type: none"> <li>▪ 15,000 per person, Deductible not applicable</li>   <li>▪ 15,000 per person, Deductible: 10% intervention threshold.</li>   <li>▪ €150,000 per Event</li> </ul>

ASSISTANCE SERVICES	AMOUNTS INCL. VAT Maximum / person
A/ 24-hour travel advice and medical information	Actual costs
B/ Repatriation or medical transport (including COVID)	Actual costs
C/ Repatriation of accompanying persons	Return ticket + connecting cab
D/ Repatriation of children under the age of 18	Return ticket + connecting cab
E/ Visit from a relative	Return ticket + hotel costs €80 per night / Max 10 nights
F/ Extended stay	Hotel costs €80 per night / Max 10 nights
G/ Hotel expenses	Hotel costs €80 per night / Max 10 nights
H/ Onward journey	Return ticket + connecting cab
<b>Medical expenses outside country of residence</b>	
• Europe	€4500 / Person, €45,000 / Event, Deductible of €50 per Person
• Emergency dental care/COVID test	€250 / €100
<b>Advance on medical expenses outside country of residence</b>	
Europe	€4500 per person / €45,000 per Event Deductible of €50 per person
Shipping medicines	Shipping costs
Shipment of prostheses	Shipping costs
<b>Body repatriation</b>	
• Body repatriation	Actual costs
• Funeral expenses for transport	Actual costs
• Cost of coffin or urn	€1,000
Death and body recognition formalities	Return ticket + Hotel expenses €100 per night / Maximum 3 nights
<b>Early return</b>	
• In the event of hospitalization or death of a family member	Return ticket (max. €750) + connecting cab
• In the event of an event leading to a claim at your place of residence	
Return impossible	€80 max./night and 5 nights max. (deductible: 1 night)
Replacement driver	Transport ticket or Driver
Official documents	Shipping costs
<b>COVID Assistance coverage</b>	
• Suspension of stay	Accommodation: up to the day of return possible, with €80 per night (maximum 7 nights) RETURN ticket: Coverage limited to €750
• Delayed return	
• Consequences of quarantine	

<b>RESCUE assistance coverage</b>	
Search and rescue costs at sea and in the mountains	€3,000 per person / max. €15,000 per event
Ski slope rescue costs	Actual costs
<b>Legal assistance abroad</b>	
Advance payment of bail	€15,000 per person
Payment of legal fees	€1,500 per person
Cash advance (abroad only)	€1,500 per person

## II. FOREWORD

The "**Skier's Insurance**" **multirisk travel** policy is a group insurance policy with optional individual subscription (no **283709**):

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

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

## III. POLICY DURATION AND TERRITORY OF APPLICATION

### 1. DATE COVER BECOMES EFFECTIVE

**DATE COVER BECOMES EFFECTIVE:** The day of arrival at the place of stay

**EXPIRY OF COVER:** The day of departure from the place of stay

**SUBSCRIPTION DEADLINE:** This policy must be taken out until the day before departure.

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

**In no case may the duration of the coverage exceed 90 days from the date of departure.**

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

The coverage and/or benefits purchased under the present policy apply worldwide, with the exception of:

- Countries not recommended by the Ministry of Foreign Affairs of your country of residence and/or by the World Health Organization;
- "Personal Accident" and "Personal Liability Abroad" cover, which do not include accidents in Belarus, Cuba, Crimea and Sevastopol, Iran, North Korea, Syria and Venezuela.

## IV. COMMON DEFINITIONS

**For a better understanding of insurance benefits, please find below the definitions of the terms in *italics* in the text of this Information Sheet, applicable to all coverage:**

### **Accident**

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

### **Serious accident**

Any bodily injury, unintentional on the part of the victim, resulting from the sudden and unforeseeable action of an external cause, certified by a doctor and involving the cessation of all professional or other activity and preventing the victim from travelling by his or her own means.

### **Hazard**

Unintentional, unforeseeable, irresistible and external event.

### **Member / Insured Party**

The natural persons duly insured under this policy, hereinafter referred to as "you". These persons must have their residence in France, in the French overseas regions, territories or sui generis communities, or in Europe.

### **Insurer**

Helvetia Global Solutions Ltd

**Assistance Provider:** Vyv Assistance

### **Attack**

An attack is any act of violence, constituting a criminal or illegal attack, against persons and/or property in the country in which you are staying, with the aim of seriously disturbing public order.

This "attack" will have to be recorded by the French Ministry of Foreign Affairs. If several attacks take place on the same day, in the same country, and if the authorities consider them to be a single coordinated action, they will be considered to be a single event.

### **Injury**

A rapid deterioration in health resulting from the sudden action of an external, unintentional cause on the part of the victim, as determined by a competent medical authority.

### **Accidental Breakage**

Any damage or destruction that is externally visible and interferes with the proper operation of the Ski Equipment covered following a fall or collision on the slopes.

### **Natural disasters**

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

### **French Insurance Code**

Collection of legislative and regulatory texts governing insurance policies.

### **Forfeiture**

A contractual penalty that deprives you of all coverage for the claim to which it applies. It cannot be invoked against injured parties other than the insured party or their beneficiaries if you incur it as a result of failure to comply with your obligations following a claim.

### **Covered trip / Covered stay**

Organized trip for which you are the Insured Party and have paid the corresponding premium. The period of validity of the coverage

corresponds to the dates of the stay indicated on the invoice issued.

### **Accidental material damage**

Any deterioration or destruction (total or partial) of the equipment covered, preventing it from working properly.

### **Residence**

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

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

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

### **Epidemic**

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

### **Europe**

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

### **Performance of services**

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

### **Deductible**

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

### **Strike**

Collective action consisting of a concerted cessation of work by the employees of a company, economic sector or professional category in support of their demands.

### **Civil war**

Civil war means armed opposition between several parties belonging to the same country, as well as any armed rebellion, revolution, sedition, insurrection, coup d'état, application of martial law or closure of borders by local authorities.

### **Accommodation**

Overnight accommodation means payment of the cost of one or more hotel rooms, regardless of the number of Insured Parties occupying the room; this payment includes breakfast.

### **Hospitalization**

Any admission to a hospital for more than 24 hours. Hospital quarantines are not defined as hospitalization.

Immobilization at the place of residence

Any immobilization at the place of residence for medically justified and proven reasons.

### **Illness**

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

### **Serious illness**

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

### **Rented ski equipment**

Skis, snowboards, monoskis, snowshoes, poles and footwear suitable for use with *ski equipment*, rented from a professional rental company.

### **Personal ski equipment**

Skis, snowboards, monoskis, snowshoes, ski poles and ski boots, purchased less than 5 years ago and owned by you.

### **Maximum per event**

Where cover is provided for several Insured parties who are victims of the same event and who are insured under the same special

conditions, the Insurer's cover is limited to the maximum amount provided for under this cover, regardless of the number of victims. As a result, compensation is reduced and paid in proportion to the number of victims.

#### **Family member**

Your legal or de facto spouse or any person bound to you by a civil partnership, your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law or those of your spouse. They must be domiciled within the provisions of the definition of Residence.

#### **We organise**

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

#### **We pay**

We finance the service.

#### **Nullity**

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

#### **Pandemic**

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

#### **Quarantine**

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

#### **Claim**

A random event that triggers coverage under this policy.

#### **Claim at place of residence**

Fire, burglary or water damage to your place of residence during your trip.

#### **Subrogation**

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

#### **Third parties**

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

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

## V. DESCRIPTION OF INSURANCE COVER

### 1. SKI EQUIPMENT INSURANCE

#### a. Repair costs for rented ski equipment

We guarantee to reimburse the *Insured Party* for costs incurred following *Accidental Breakage* or theft of *Rented Ski Equipment*, up to the limits and after application of the *Deductible* stipulated in Chapter "I. Table of Coverages".

#### b. Ski equipment rental

**In the event of accidental material damage to or theft of your personal ski equipment**, we will reimburse you for the **cost of renting** equivalent **replacement equipment** from a professional, subject to the ceilings and *deductible* stipulated in Chapter "I. Table of coverage".

Cover is granted on condition that the *Member* proves the materiality of the *event leading to the claim*, by presenting the damaged equipment or sending a report indicating the circumstances of the theft and listing the references of the stolen equipment.

#### c. Exclusions specific to Ski Equipment Insurance coverage

In addition to the general exclusions listed in section "V. General exclusions to insurance cover", the following are not covered:

- Loss, including loss due to an event of force majeure, or disappearance of the covered sports equipment;
- Damage other than accidental material damage and theft;
- Damage to the external parts of the covered sports equipment that does not interfere with its proper operation, such as scratches, chips, scuffs;
- Damage resulting from failure to comply with the instructions for use and maintenance issued by the store where the covered sports equipment is collected;
- Damage covered by the manufacturer's, distributor's or fitter's warranty;
- Intentional or reckless misconduct on the part of the Member.
- Theft committed without breaking and entering or without assault as defined in article 1 or committed by members of the insured party's family as defined in article 311-12 of the French Penal Code or with their complicity;
- Theft from trailer, roof rack;
- Thefts not followed by a complaint;
- Damage occurring outside the cover period;

- Damage caused during sporting events, races, competitions (or trials) subject to prior authorization by the public authorities under current regulations;
- Damage to personal or rented ski equipment when the Member is under the influence of alcohol, or in a state of manifest drunkenness, or under the influence of substances or plants classified as narcotics.

## 2. LOST OR STOLEN LIFT PASS

### a. Purpose of coverage

We cover up to the amount indicated in Chapter "I. Table of coverage" reimbursement of your lift pass purchased more than 3 days ago, in the event of its loss or theft.

### b. Exclusions specific to lift pass loss or theft cover

In addition to the general exclusions listed in section "V. General exclusions to insurance cover", the following are not covered:

- Lift pass purchased less than 3 days prior to loss or theft
- Theft committed by members of the *Insured Party's* family,
- Theft committed without breaking and entering or assault,
- Loss or theft not reported to the appropriate authorities and not the subject of a complaint or official report.

## 3. INTERRUPTION OF STAY

### a. Purpose of coverage

We will reimburse you for "**ground services**" **not consumed and already paid for**, for which you cannot demand reimbursement, replacement or compensation from the Service Provider, in the event that you are obliged to leave and return the rented place to the hotelier as **a result of**:

- **Serious illness, serious accident or death during the stay:**
  - of yourself,
  - of a member of your family,
  - of your legal guardian or a person usually living under your roof,
  - of the person accompanying you during your stay, named and insured under this policy.
  - The person you designate when you sign up for this policy, who is responsible for looking after or accompanying your under-aged children on holiday, or the disabled person living under your roof, provided you are the legal guardian and the person is *hospitalised* for more than 48 hours or dies.
- **Serious material damage**, resulting from fire, water damage or natural elements, affecting more than 50% of the *insured party's* private or professional premises, whether owned, rented or occupied free of charge, and requiring the *insured party's* presence to take the necessary protective measures during the stay.
- **Theft from business or private premises** provided that the extent of the theft absolutely requires your presence to take the necessary precautionary measures during the period of the stay.
- **Closure of ski lifts for a minimum of forty-eight (48) consecutive hours,**

We guarantee reimbursement of unused ground services on a prorata temporis basis in the event of premature return.

#### b. Exclusions specific to trip interruption coverage

**In addition to the general exclusions listed in section "V. General exclusions to insurance cover", there is no coverage of interruptions caused by:**

- **a beauty treatment, a therapy, a voluntary termination of pregnancy, an in vitro fertilisation and its consequences,**
- **Transport ticketing,**
- **An unstabilized pathology that has been diagnosed or treated in the 30 days prior to booking the stay,**
- **Expenses arising from services not listed on the travel registration form, including services purchased locally from the organiser's local representative,**
- **Any medical event or pathology whose diagnosis, symptoms or cause are of a psychological, nervous or mental nature, and which has not resulted in hospitalisation for more than 4 consecutive days or which has not been qualified as such by a competent medical authority,**
- **Epidemics and pandemics.**

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

You must send the *Assistance Provider*, VYV Assistance, within 5 working days of the end of your stay, all the documents required to complete the case and thus prove the validity and amount of your claim for reimbursement.

**After this period, if we suffer any loss as a result of your late declaration, you lose all rights to compensation.**

In all cases, you will be systematically asked to provide the originals of the tour operator's detailed invoices showing ground and transport services.

**The case cannot be settled without the medical information necessary for the investigation being communicated to our medical advisor.**

#### **4. INTERRUPTION OF "SNOW" ACTIVITY**

**The applicable coverage limits and deductibles, if any, are specified in Chapter "I. Table of coverage".**

a. Ski lift closures due to lack or excess of snow

Reimbursement of lift pass and/or ski equipment rental in the event of ski area closure due to lack or excess of snow.

**Coverage condition: at least 70% of the ski area must be closed.**

b. General lift closures (all causes)

Refund of lift pass and/or ski equipment rental in the event of lift closure, whatever the cause.

**Coverage conditions:**

- at least 70% of the ski area must be closed,
  - more than 2/3 of the lifts normally in service at the resort must be closed,

**Intervention threshold:** five (5) consecutive hours of lift closure during the validity of the lift pass.

c. Adverse weather conditions

**Accommodation not used:** reimbursement of accommodation not used following your early departure due to the closure of the ski area due to weather conditions

**Coverage conditions:** at least 70% of the ski area must be closed for at least 48 consecutive hours.

d. Skiing accident

Reimbursement of lift passes, ski equipment rental and ski lessons (provided they are not reimbursed by the ski school) in the event of a skiing accident resulting in a medically certified temporary total inability to ski.

The indemnity due will be calculated on the basis of the number of days remaining from the day following the medical determination of temporary total inability to ski.

A skiing accident is defined as an accident while skiing on open, marked pistes.

e. Exclusions specific to "Snow" activity interruption cover

**In addition to the general exclusions listed in section "V. General exclusions to insurance cover", there is no coverage of interruptions caused by:**

- partial closure of the ski area, representing less than 70% of installations,
- closure due to an administrative decision independent of weather conditions,
- expenses incurred for other services.

## 5. REPLACEMENT VEHICLE

The applicable coverage limits and deductibles, if any, are specified in Chapter "I. Table of coverage".

### a. Purpose of coverage

In the event of breakdown, theft or accident to the *Insured Party's* vehicle during their stay, we will cover the cost of renting a vehicle of an equivalent category to enable them to continue their trip.

### b. Exclusions specific to replacement vehicle coverage

In addition to the general exclusions listed in section "V. General exclusions to insurance cover", the following are excluded from cover:

- Breakdowns resulting from poor vehicle maintenance,
- Costs related to fines, tickets or traffic offences,
- Rentals not justified by a claim under this coverage.

## 6. PERSONAL LIABILITY ABROAD & DEFENCE-RECOURSE

Policy limits and any applicable deductibles are specified in Chapter "I. Table of coverage".

### a. Personal liability abroad

The purpose of this policy is to cover the financial consequences of any personal liability you may incur for bodily injury, property damage or consequential loss caused to *third parties* in the course of your private life abroad, provided that the event causing the damage occurred during the period of validity of this policy.

### b. Defence and Recourse abroad

This covers:

- **procedural costs incurred in your defence** when you are sued by a *third party* before the criminal courts for an offence committed in connection with an event covered by Personal Liability Abroad.
- **The costs of legal proceedings relating to your recourse** against a *third party* when you have suffered damage, provided that the event causing the damage is covered under Personal Liability Abroad.

**Arbitration budget:** in the event of disagreement between the *Insured Party* and the defence, independent arbitration may be requested.

The *Insurer* contributes to arbitration costs within the limits of a budget defined in the policy.

### c. Exclusions relating to Personal Liability and Defence & Recourse coverage

In addition to the general exclusions listed in section "V. General exclusions to insurance cover", the financial consequences of the insured party's liability resulting from the following are excluded from cover:

- participation in *attacks*, riots, civil commotion, acts of terrorism, sabotage, vandalism, malice, brawls (except in cases of self-defence);
- the practice of hunting, aerial sports, all professional sports or their trials;
- the practice of a sport, when the insured party's liability is covered by an insurance policy attached to a license issued by an official federation;
- dam and dike failures;
- manufacture of explosives of any kind;
- tutoring and babysitting provided by an association or specialized organization;
- damage caused by:
  - Any land motor vehicle subject to compulsory insurance, subject to the provisions of "personal liability following a sale," "unauthorised driving by a minor," and "operation of a self-propelled toy",
  - any air navigation device,
  - any sailboat (with the exception of sailboards and boats powered exclusively by human energy) or any boat or motorized watercraft owned, kept or operated by the insured party;
  - buildings owned, rented or occupied by the insured party in any capacity whatsoever;
- damage to:
  - any land vehicle subject to compulsory insurance;
  - any air navigation device,
  - any sailboat (including sailboards and boats powered exclusively by human energy) or any boat or motorized watercraft owned, kept or operated by the insured party;
  - goods, products or animals sold;
  - self-propelled toys;
- material and immaterial damage suffered by the insured party, as well as damage to property, objects or animals owned, kept or used by the insured party, subject to the "damage to personal property for domestic use, rented or leased" provisions;
- non-consecutive immaterial damage resulting from:
  - misuse of a license or patent,
  - infringement of industrial, literary and artistic property rights.

## 7. PERSONAL ACCIDENT

### a. Payment of a lump sum in the event of the insured party's death

In the event of death resulting from a covered *Accident* and occurring within 24 months of the date of the event, *We* will pay the insured capital sum to the beneficiary, i.e. the *Insured Party's* spouse or, failing that, to his/her rightful claimants, without the payment being divisible as far as we are concerned. *We* consider death to be equivalent to disappearance or absence declared in accordance with the law. In the event of permanent disability followed by death, any capital sum paid in respect of permanent total or partial disability is deducted from the capital sum payable in respect of death.

Beneficiary(ies): in the event of the *Insured Party's* death, the person designated by the insured party and whose identity has been communicated to the *Insurer*.

In the absence of a beneficiary designation and in priority order:

- To a spouse who is not divorced or legally separated,
- Failing that, to his/her partner with whom he/she is bound by a Civil Solidarity Pact; failing that, in equal shares, to his/her children born or to be born and to those of his/her spouse if they were financially dependent upon him/her; failing that, in equal shares, to his/her father or mother or to the survivor of either of them,
- Failing that, to the heirs in accordance with the devolution of the estate.

**The capital amount is shown in Chapter "I. Table of Coverage". It is reduced by half when the insured party (victim) is over 70.**

### b. Payment of a lump sum in the event of the insured party's permanent disability

In the event of an *Accident* occurring during insured activities and resulting in permanent disability, *We* will pay you:

- In the event of total permanent disability: the insured capital sum, depending on the coverage option chosen,
- In the event of permanent partial disability: a lump-sum payment, the amount of which varies according to your degree of disability and the coverage option chosen.

**The capital amount is shown in Chapter "I. Table of Coverage". It is reduced by half when the insured party (victim) is over 70.**

### c. Accumulation per event

In the event of the same *Accident* or event resulting in the death and/or permanent disability of several *Insured Parties* covered by the present policy or by similar policies taken out, the total amount of compensation paid under the **Death** and **Permanent Disability** cover is limited to **€150,000** per event.

### d. Specific documents to send us

**We reserve the right to request any additional documents we deem necessary. As a minimum, the following documents must be supplied:**

**In the event of death:** The capital beneficiary(ies) must enclose with the claim form as soon as possible:

- The insured party's death certificate
- A legible copy of the family record book for each beneficiary
- Proof of circumstances of death

**In the event of disability:** A certificate specifying the cause of the disability and the presumed date of consolidation of the *injuries* or stabilization of the state of health. Determination of the degree of disability is subject to examination by a physician appointed by us.

e. Exclusions specific to personal accident coverage

**In addition to the general exclusions listed in section "V. General exclusions to insurance cover", the following are excluded from cover:**

- **Off-piste skiing without professional supervision,**
- **Accidents occurring during official competitions,**
- **Accidents resulting from intentional acts or reckless behaviour.**

## V. GENERAL EXCLUSIONS TO INSURANCE COVER

In addition to the exclusions specific to certain coverage, this policy does not cover losses resulting from:

- Loss or damage resulting from the *Insured Party's* intentional or reckless misconduct,
- The absence of *hazard*,
- Consequences and/or events resulting from civil or foreign war, riots or civil commotion,
- The *Insured Party's* participation in brawls, crimes, wagers or insurrections, except in cases of self-defence or if he/she is performing his/her professional duties or assisting a person in danger,
- Any direct or indirect consequence of contact with and/or contamination by nuclear, biological or chemical substances,
- Suicide or attempted suicide of the *Insured Party*,
- Any criminal proceedings instituted against the *Insured Party*,
- Damage due to the direct or indirect effects of explosions, heat release or irradiation resulting from the transmutation of atomic nuclei and radioactivity, as well as damage due to the effects of radiation caused by the artificial acceleration of particles.

## VI. DESCRIPTION OF ASSISTANCE COVERAGE

The applicable coverage limits and deductibles, if any, are specified in Chapter "I. Table of coverage".

### 1. 24-HOUR TRAVEL ADVICE AND MEDICAL INFORMATION

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

You can contact us 24 hours a day, 7 days a week, for any information you may need to organize your trip and ensure it runs smoothly, then throughout your *covered stay*.

The information concerns the following areas:

- Health information: Health, Hygiene, Vaccinations, Precautions to take, Main hospitals, Advice for women, Time differences, Pets when travelling.
- Administrative information: Embassy, Visas, Police/customs formalities, Legislation, International permits, Currency, Currency exchange, Economic data of visited country.

NEAT ASSISTANCE doctors are also available to provide any information you may need in the event of an *Epidemic* or *Pandemic*. Information is provided by telephone and is not subject to written confirmation or the dispatch of documents.

Information is provided by telephone and is not subject to written confirmation or the dispatch of documents.

Information services are provided between 8 a.m. and 7 p.m. and within the time normally required to satisfy the request.

However, whatever the time of the call, we receive and record your requests and contact details so that we can call you back to provide the answers you need.

### 2. REPATRIATION OR MEDICAL TRANSPORT

If you are ill or injured during the stay covered by this policy, we will organize and pay for your repatriation to your place of residence or to a nearby hospital.

Only medical requirements are taken into consideration when deciding on the date of repatriation, the means of transport or the place of hospitalization.

The decision to repatriate is made by the *Assistance Provider's* doctors, on the basis of the medical information provided at the time of the claim.

The following make it impossible for the *Assistance Provider's* doctors to make a decision and result in the cancellation of the coverage:

- Failure to transmit medical information,
- The absence of written consent for the transmission of the insured party's medical information.

Similarly, any refusal of the solution proposed by NEAT ASSISTANCE's doctors will result in the cancellation of the coverage.

### 3. REPATRIATION OF ACCOMPANYING PERSONS

An *Insured Party* is medically repatriated by the *Insurer* or dies during a *covered stay*.

We organize and pay for the cost of return transportation for an *Insured Party* member of your family or an *Insured Party* person who is not related to you under this policy and who is accompanying you (modification of the initial return ticket or new ticket if it cannot be modified), to the destination of the repatriated *Insured Party*.

### 4. REPATRIATION OF CHILDREN UNDER THE AGE OF 18

If you are ill or injured and no one is able to look after your children under 18, We will organize and pay for round-trip travel for a person of your choice or one of our hostesses to bring them back to your place of *Residence* or that of a member of your family residing in the same country as you.

### 5. VISIT FROM A RELATIVE

If you are hospitalized on site (without an *Insured Party* Family Member and/or without an *Insured Party* companion) for more than 7 days, We organize and pay for round-trip transportation for a family member residing in the same country as you, as well as his or her accommodation expenses (room and breakfast) to come to your bedside, provided that on the date of arrival of the family member, the *Assistance Provider's* medical team confirms that the *Hospitalization* will continue.

Meals and other expenses remain the responsibility of the person concerned.

**This cover cannot be combined with the "Repatriation of accompanying persons" cover and the "Extended stay" cover.**

### 6. EXTENDED STAY

During a *covered stay*, you are obliged to extend your stay for medical reasons or for *Hospitalization* beyond your initial return date.

We organize and pay for *accommodation* (room and breakfast) for insured members of your family or an *insured party* companion to stay at your bedside.

The need for *Hospitalization* or the medical reason given must have been validated by the *Assistance Provider's* doctors.

In all cases, meals and other expenses are the responsibility of these persons.

**This cover cannot be combined with the "Visit from a relative" cover.**

## 7. HOTEL COSTS

In the event of *Hospitalization* and if the stay has to be extended for proven medical reasons, without *Hospitalization* and with the agreement of the medical advisor, organization and payment of hotel expenses (room and breakfast), as well as those of beneficiary family members or an *Insured Party* companion.

## 8. ONWARD JOURNEY

You are ill or injured during a *covered stay* and have to interrupt your trip.

Upon validation by the *Assistance Provider's* doctors, *We organize* and *pay* for your *accommodation* expenses and those of your *Insured Party* family members or an *Insured Party* companion who remains at your bedside.

*We organize* and *pay* for transportation to continue the trip you interrupted. In this case, the transport provider will drop you off at the place specified in the travel program, not at the place where your trip was interrupted.

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

**Any refusal of the solution proposed by our medical team will result in the cancellation of the personal assistance coverage.**

## 9. MEDICAL EXPENSES OUTSIDE THE COUNTRY OF RESIDENCE

When medical expenses have been incurred with our prior agreement, *we* will reimburse you for the part of these expenses that has not been covered by any insurance organization to which you are affiliated.

***We will only intervene once reimbursements have been made by the above-mentioned insurance organizations, minus a *Deductible* and subject to the provision of original proof of reimbursement from your Insurance Organization.***

This reimbursement covers the expenses defined below, provided they relate to treatment received by you outside your country of *residence* following an *Illness* or *Accident* that occurred outside your country of residence.

In this case, *We* will reimburse the amount of expenses incurred up to the maximum amount indicated in Chapter "**I. Table of Coverage**".

In the event that the Insurance Organization to which you contribute does not cover the medical expenses incurred, *We* will reimburse the expenses incurred, subject to you providing us with the original invoices for medical expenses and the certificate of non-reimbursement issued by the Insurance Organization.

This benefit ceases on the day we are able to repatriate you. Type of expenses eligible for reimbursement (subject to prior agreement):

- Medical fees
- Cost of medication prescribed by a physician or surgeon,
- Ambulance costs prescribed by a doctor for transport to the nearest hospital, and only in the event of refusal of cover by the insurance organizations,
- *Hospitalization* costs until you are deemed transportable by decision of the *Assistance Provider's* doctors taken after gathering information from the local doctor; it is understood that coverage of *Hospitalization* costs ends as soon as the *Assistance Provider* is able to repatriate you. Any extension of *Hospitalization* not medically justified will not be covered.
- Emergency dental expenses,
- Cost of COVID test, when the *Insured Party* is in transit, if positive.

## 10. ADVANCE ON MEDICAL EXPENSES OUTSIDE THE COUNTRY OF RESIDENCE

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

If the *Insured Party* is outside his/her country of residence and is unable to pay for his/her Medical Expenses due to an *Illness* or *Accident* occurring during the Coverage Period, the *Assistance Provider* may agree, at the *Insured Party's* request (principle of prior agreement), to advance payment to the insured party under the following cumulative conditions:

- The *Assistance Provider's* doctors must decide, after gathering information from the local doctor, that it is impossible to repatriate the *Insured Party* immediately to his/her country of residence,
- The treatment to which the advance applies must be prescribed in agreement with the *Assistance Provider's* doctors,

**The *Insured Party* or any person authorized by the insured party must formally agree to this by signing a specific document provided by the *Assistance Provider* when this service is implemented:**

- **To transfer a financial guarantee recognized and certified by the *Assistance Provider* of an equivalent value to the sums necessary for the payment of medical expenses,**
- **To reimburse the *Assistance Provider* for the sums paid in advance for medical expenses by means of a promissory note,**
- **To transmit to NEAT ASSISTANCE the documents relating to NEAT ASSISTANCE's right of *Subrogation*.**

**If the *Insured Party* fails to take the necessary steps, he/she will not be entitled to the "Medical expenses outside country of residence" and "Advance on medical expenses outside country of residence" benefits.**

This coverage ceases on the day the *Assistance Provider* is able to repatriate the *Insured Party*, or on the day the *Insured Party* returns to his/her country of origin.

## 11. SHIPPING DRUGS

During a *covered stay* outside the country of residence, the *Assistance Provider* will pay for the cost of sending essential medication to continue a treatment in progress, in the event that the *Insured Party* is unable to obtain the medication locally or its equivalent due to loss or theft.

**The cost of purchasing these medicines and any customs duties are borne by the *Insured Party*.**

This cover is valid for a single shipment and ceases upon return to the *Insured Party's place of residence*. This coverage cannot be iterative.

This coverage is restricted to authorizations to transport medicines to the country concerned, and to transport conditions that guarantee their integrity.

## 12. SHIPPING PROSTHESES

During a *covered stay* outside the country of residence, the *Assistance Provider* will pay the cost of shipping glasses, corrective lenses or hearing aids that the *Insured Party* usually wears, following their breakage or loss, if the *Insured Party* no longer has them and is unable to obtain them locally or their equivalent.

**The cost of designing and purchasing these eyeglasses, contact lenses or prostheses, as well as customs duties, remain the responsibility of the *Insured Party*.**

This cover is valid for a single shipment and ceases upon return to the *Insured Party's place of residence*. This coverage cannot be iterative.

This coverage is restricted to authorizations for shipment to the country concerned and to transport conditions guaranteeing their integrity.

## 13. BODY REPATRIATION

In the event of death during a *covered stay*. *We organize* the repatriation of your body to the place of the funeral in your country of residence.

Within this framework, *we take charge of*:

- The cost of transporting the body,
- Costs related to conservation care required by applicable legislation,
- Expenses directly incurred in transporting the body,
- The cost of a coffin or urn.

**All other costs remain the responsibility of the deceased's family.**

## 14. DEATH FORMALITIES AND RECOGNITION OF BODY

If you are travelling alone and the presence on site of a *family member* or close friend of the deceased is essential to identify the body and carry out the formalities for repatriation or cremation, *We will organize* and pay for round-trip transportation and accommodation costs (room and breakfast) incurred on behalf of this person.

**All other costs remain the responsibility of the deceased's family.**

## 15. EARLY RETURN

### a. In the event of hospitalization or death of a family member

Following the unforeseen *Hospitalization* of more than 10 days (life-threatening prognosis) of a member of your family already hospitalized (ascendant or descendant to the 1st degree) or his/her death, the *Assistance Provider* will organize and pay, after medical contact between the hospital doctor and the *Assistance Provider's* doctor, the cost of return transportation for *Insured Party* members of your family or an *Insured Party* person who is not related to you under the terms of this policy, accompanying you to the patient's bedside (modification of the initial return ticket or a new ticket if it cannot be modified).

### b. In the event of a claim at your place of Residence

During your trip, you learn of the occurrence of an accidental event leading to a Claim at your place of Residence, requiring precautionary measures to limit the consequences.

If your presence proves to be indispensable, and after prior agreement from the *Assistance Provider*, to carry out the necessary procedures, *We organize* and *pay* for your Return transportation costs (modification of the initial Return transportation ticket or new ticket if non-modifiable) and those of the *Insured Party* members of your family or of an *Insured Party* person who is not related to you under this policy, accompanying you.

If you fail to submit proof of loss (declaration of *claim* to the *Insurer*, claim adjuster's report, complaint report, etc.) within a maximum of 30 days, we reserve the right to invoice you for the full amount of the service.

## 16. RETURN IMPOSSIBLE

Notwithstanding the general exclusions of the policy, the "Return impossible" coverage applies if you are unable to make your return journey on the scheduled date:

- Following the total or partial closure of the departure or arrival airport due to force majeure, i.e. an external, unforeseeable and insurmountable event not known at the time of subscription,
- As a result of measures taken by the local government or airlines to restrict population movements in the event of an *Epidemic* or *Pandemic*.

With the prior agreement of the *Assistance Provider*, *We* will reimburse you, upon presentation of receipts, for hotel expenses incurred as a result of an extended stay.

In addition, in the event of return at a later date than initially planned, *We will pay* for the return ticket. In this case, the *Assistance Provider*:

- Decides on the type of ticketing made available to the *Insured Party*,
- Systematically favours modification of the return ticket when organizing and paying for a return ticket on a commercial flight

Therefore, the *Insured Party*:

- Accepts that the *Assistance Provider* will make this change on his/her return ticket.
- Must return to the *Assistance Provider* his or her initially planned and unused Return travel ticket when the *Assistance Provider* has paid for the transportation of an *Insured Party*.

**This coverage cannot be combined with the "Extended stay" coverage in the event of assistance.**

The "Return impossible" coverage does not cover the impossibility of leaving due to the failure of a *Third Party* (Tour Operator, Travel Agency, Airline, etc.,) in the material organization of the trip.

## 17. REPLACEMENT DRIVER

You are ill or injured, such *Illness* or *Injury* having resulted, on the medical advice of the *Assistance Provider's* doctors, in *Hospitalization* of at least 24 hours, during a *covered stay* in one of the countries listed below and you are no longer able to drive your personal land motor vehicle weighing less than 3.5 tonnes.

**The Insured Party must contact the Insurer of the vehicle to verify the existence of similar assistance coverage in the automobile insurance policy.**

If none of the passengers is able to replace you, we will provide a driver to take the vehicle back to your place of residence by the most direct route.

We cover the driver's travel expenses and salary. Drivers are required to comply with French labour laws and regulations in general.

If your vehicle is more than 8 years old and/or has travelled more than 150,000 km, or if its condition and/or load do not comply with the standards laid down by the French Highway Code, you must let us know. We reserve the right not to send a driver.

In this case, instead of providing a driver, we provide and pay for a transport ticket to pick up the vehicle.

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

The cost of fuel, tolls, hotels and meals for any passengers remains your responsibility.

## 18. OFFICIAL DOCUMENTS

During a *covered stay* outside the country of residence, the *Insured Party's* official documents are lost or stolen.

In this case, if duplicates of official documents can be sent to the *Insured Party* at his/her place of stay from his/her country of *Residence*, by a person of his/her choice, the *Assistance Provider* will reimburse the cost of sending these documents, upon presentation of the original proof of the cost of sending and proof of loss or theft of these documents.

## 19. COVID ASSISTANCE

### a. SUSPENSION OF STAY

As part of the *covered stay*, you were able to start your journey (take a plane, board a boat, take a bus) included in the *covered stay* to get to the departure point of the itinerant journey.

However, following a positive COVID test during your stay, you cannot continue on the itinerant program.

In this case, We cover the cost of accommodation in the event of quarantine.

After having carried out a new COVID test with a negative result, if the return ticket is *insured* by this policy, *We will pay for:*

- Modification of the RETURN ticket or,
- Purchase of a new return ticket if this is not possible on the original date or,
- Transfer to rejoin the group, enabling you to continue your trip, up to the cost of repatriation.

#### b. DEFERRED RETURN "COVID" ASSISTANCE

As part of the *covered stay*, including the return ticket, at the time of return, you cannot use the RETURN ticket following a positive COVID test.

*We pay for Accommodation in the event of quarantine.*

After a new COVID test with a negative result, *We pay* for the modification of the RETURN ticket or the purchase of a new RETURN ticket if the RETURN journey is impossible on the date originally planned.

#### c. CONSEQUENCES OF "COVID" QUARANTINE ASSISTANCE

As part of the *covered stay* organized by Travel Factory, including round-trip transportation and accommodation, following a positive COVID test, you must leave the *accommodation* of the *covered stay* for *quarantine* in order to comply with the obligations of the country of stay prescribed by the local authorities, without a temporary *accommodation* solution being offered to you by the accommodation provider of the stay.

*We pay for the accommodation for this quarantine.*

After having carried out a new COVID test with a negative result, if the return ticket is covered by this policy and organized by the Policyholder, *We will pay for:*

- Modification of the RETURN ticket or,
- Purchase of a new RETURN ticket if this is not possible on the original date.

## 20. RESCUE ASSISTANCE

#### a. SEARCH AND RESCUE COSTS AT SEA AND IN THE MOUNTAINS

We cover the cost of search and rescue at sea or in the mountains following a life-threatening event. Only fees invoiced by a company duly approved for these activities can be reimbursed.

Under no circumstances can we take the place of local emergency organizations.

**In all cases, search costs are limited to sixty (60) hours per event.**

#### b. SKI SLOPE RESCUE COSTS

You are the victim of a skiing accident on open, marked runs. We cover the cost of the descent from the site of the Accident to the bottom of the slopes or to the nearest rescue centre to the site of the Accident.

**These costs are covered provided the Assistance Provider is informed before the end of your stay in the ski resort, and/or within 48 hours of the intervention of the emergency services.**

## 21. LEGAL ASSISTANCE ABROAD

### a. ADVANCE OF BAIL

If *the insured party* is incarcerated or threatened with incarceration during a *covered stay* outside his/her country of residence, the *Assistance Provider* will advance the *Insured Party* the bail.

In this context, the *Insured Party* undertakes to transfer a financial guarantee recognized and recorded by the *Assistance Provider* of a value equivalent to the sums required for the cash advance linked to the bail. In the absence of the financial guarantee transferred by the *Insured Party*, no advance of funds will be granted by the *Assistance Provider*.

**Repayment of this advance must be made within two months of submission of our request for repayment.**

If the bail is reimbursed to you before this deadline by the local authorities, it must be returned to us immediately. Legal action may be taken if the advance is not repaid within the aforementioned period.

### b. REIMBURSEMENT OF LEGAL FEES

During a *covered stay* outside your country of residence, you may be liable to prosecution or imprisonment for non-compliance or involuntary violation of local laws and regulations.

We may reimburse you for the fees of any legal representatives you may freely call upon in the event of legal action being taken against you, provided that the facts complained of are not subject to criminal penalty under the law of the country concerned, and subject to a prior call to the *Assistance Provider's* assistance centre.

This cover does not apply to events connected with your professional activity or the safekeeping of a motorized vehicle.

### c. CASH ADVANCE (ABROAD ONLY)

During a *covered stay* outside your country of residence, your means of payment or official documents (passport, national identity card, etc.) are lost or stolen.

A simple call to our service department will inform you of the steps you need to take (filing a complaint, renewing your papers, etc.).

The information provided is of a documentary nature. It does not constitute legal advice.

Subject to a certificate of theft or loss issued by the local authorities, we can grant you a cash advance to enable you to purchase essential items and/or effects.

The *Insured Party* undertakes to transfer a financial guarantee recognized and certified by the *Assistance Provider* of a value equivalent to the sums required for the cash advance.

This advance is repayable to the *Assistance Provider* within 30 days of the funds being made available. In the event of non-payment, we reserve the right to initiate all necessary legal and recovery proceedings.

## OPERATING RULES FOR ASSISTANCE SERVICES

In the event of the existence of other insurance policies covering the same risks, the present policy will only apply in addition to the cover already in place, unless otherwise stipulated by the latter.

Coverage is subject to the prior agreement of the *Assistance Provider's* services on the basis of the conditions of coverage set out in this policy.

Only coverage and services organized by or in agreement with its services are covered by the *Assistance Provider*. The *Assistance Provider's* express agreement is evidenced by the *Insured Party* being given a case number.

The *Assistance Provider* intervenes within the framework set by national and international laws and regulations.

Contact details for declaring a *claim*: Phone: [+33 5 25 53 03 51](tel:+33525530351)

The *Assistance Provider's* Assistance Centre is available 24 hours a day, 7 days a week. To enable us to intervene in the best possible conditions, the following information will be requested at the time of your call:

- Your policy number,
- Your first and last name,
- The address of your *Residence*,
- The country, city or town in which you are located at the time of the call, specifying the exact address (house number, street, hotel, etc.),
- The telephone number where we can reach you,
- The nature of your problem.

The request for assistance must be made within 48 hours of the occurrence of the related Event. After 48 hours, the *Assistance Provider* can support and guide the *Insured Party*, but cannot take charge of the request.

On the first call, you will be given an assistance case number. Reference this whenever you contact our Assistance Service.

All requests for assistance, whatever their nature, are received on this single number. On receipt of a call, and after identifying the nature of the intervention to be carried out, the *Assistance Provider* will call in the specialized service provider(s) and consultant(s).

The *Assistance Provider* can only intervene within the limits of the agreements given by the local medical and/or administrative authorities, and cannot under any circumstances take the place of local emergency organizations if they are under the authority of the public authorities, nor assume responsibility for the costs thus incurred.

The beneficiary may contact the *Assistance Provider* directly for the implementation of assistance services not covered by the present policy, whether or not related to the coverage offered. He/she may also contact the *Insurer*, who will direct him/her to the *Assistance Provider* or the *Assistance Provider's* partner in the case of security assistance services.

After a feasibility study, these assistance services will be contracted directly between the Policyholder and the *Assistance Provider*, or between the Policyholder and the *Assistance Provider's* partner for security

assistance services, without the *Insurer*'s involvement in the contract. The provisions of the present policy will therefore not apply to these assistance services.

In the event that the *Assistance Provider* agrees to provide assistance services in an infectious risk situation in an epidemic or pandemic context, subject to *quarantine* or confinement measures or preventive measures or specific surveillance by local, national or international health authorities, the *Insurer's* commitment is acquired by the *Insured Parties* in accordance with the terms and conditions mentioned in the present policy.

The *Assistance Provider* pays for and uses the resources necessary for the *performance of services* covered hereinafter. These covered services are available to the *Insured Party* 24 hours a day in the event of an *Accident* or *Illness* suffered by the *Insured Party* during the *Activity* anywhere in the world.

The *Assistance Provider* operates an emergency telephone service staffed 24 hours a day, 365 days a year by multilingual assistants and has a team of qualified medical advisors, nurses and doctors available to advise on the most appropriate medical assistance and treatment.

Only the *Assistance Provider's* medical authorities are authorized to decide on repatriation, the choice of means of transport and the place of *Hospitalization* and, if necessary, to contact the local attending physician and/or the family physician, in order to intervene under the conditions best suited to the *Insured Party's* condition.

The *Assistance Provider* is only obliged to cover expenses additional to those which the *Insured Party* would normally have had to incur for his/her return.

## REIMBURSEMENT CONDITIONS FOR ASSISTANCE COVERAGE

To request reimbursement, the *Insured Party* must:

- Notify the *Assistance Provider* within 2 working days. After this time, the *Insured Party* will forfeit any right to compensation if his/her delay has caused prejudice to the *Assistance Provider*,
- Enclose with his/her declaration:
  - His or her insurance policy number and case number assigned by the *Assistance Provider's* Assistance Centre,
  - A detailed medical certificate indicating the exact nature and date of the *illness*,
  - The death certificate, if applicable,
  - Any documents required to investigate the case that may be requested by the *Assistance Provider* without delay.

If the *Assistance Provider's* physician is not provided with the medical information required for the investigation, the case cannot be processed.

When the *Assistance Provider* has taken charge of the insured party's transportation, the insured party must return his or her Return ticket initially planned and not used.

## VII. GENERAL EXCLUSIONS TO ASSISTANCE COVERAGE

### The present policy never covers:

- Travel undertaken for diagnostic and/or treatment purposes,
- Medical and hospitalization expenses in the country of residence,
- Benign illnesses or injuries that can be treated locally and/or do not prevent the insured party from continuing his/her trip,
- Pregnancy, unless an unforeseeable complication arises, and in all cases, pregnancy beyond the 36th week, voluntary interruption of pregnancy, and the aftermath of childbirth,
- Events related to medical treatment or surgery that are not unforeseen, fortuitous or accidental,
- Prostheses: optical, dental, acoustic, functional, etc.
- The consequences of infectious risk situations in an epidemic or pandemic context that are subject to quarantine or containment measures or to preventive measures or specific surveillance by the international and/or local health authorities of the country where you are staying and/or the national health authorities of your country of origin, unless otherwise stipulated in the coverage,
- Spa treatments, beauty treatments, vaccinations and related expenses,
- Nursing home stays and related expenses,
- Rehabilitation, physiotherapy, chiropractic and related expenses,
- Planned hospitalizations,
- Services that have not been requested during the trip, or organised by us or with our agreement, do not entitle you to reimbursement or an indemnity,
- Meal and hotel expenses, except those specified in the terms of coverage,
- Damage resulting from the insured party's participation in a crime, misdemeanour or brawl, except in cases of self-defence,
- Fines arising from convictions and their consequences,
- The use of narcotics or drugs not prescribed by a physician,
- Being under the influence of alcohol,
- Customs fees,
- Participation as a competitor in a competitive sport or rally, or training for such competitions,
- The professional practice of any sport,
- Participation in endurance or speed competitions or events, and in their preparatory trials, aboard any land, water or air vehicle,
- The consequences of non-compliance with recognised safety rules associated with the practice of any leisure sporting activity,
- The consequences of failure to comply with recognized safety rules relating to the operation of motorized vehicles (seatbelts, helmets, closed shoes, gloves, etc.), in particular verification of the insured party's driving license for the use of any motorized vehicle.
- Expenses incurred after the return from the trip or the expiry of cover,
- Events occurring during the practice of risky or dangerous sports such as Aerial (hang-gliding, paragliding, parachuting, microlighting, base jumping, wingsuit, helicopter, bungee jumping), Combat (boxing, MMA, American boxing, full contact, kick boxing, capoeira, jujitsu, wrestling), Equestrian (horse racing, rodeo, show jumping), Climbing (rock climbing, mountaineering,

caving), Mechanical (rallying, motorcycling, go-karting), Mountain (freeride skiing, competitive luge, off-piste skiing), Nautical (cliff-diving, powerboating), Hiking (high-altitude trekking), Hunting, weightlifting, hockey; in all cases, the event will be analysed in terms of compliance with French safety standards,

- Events occurring during any sporting activity in the event that the company organizing the activity is not insured, or in the event that the insured party lacks a certificate of fitness if he or she is performing the activity independently,
- The insured party's participation as a competitor in sports competitions, betting, matches, contests, rallies or their preparatory trials, as well as the organization and payment of all search costs related to the practice of these dangerous sports,
- In the event of a risky or dangerous sporting activity not covered by this list, the Insured Party undertakes to contact the *Assistance Provider* for authorization or refusal.
- Deliberate non-compliance with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- Official prohibitions, seizures or constraint by the police,
- The use by the insured party of aerial navigation devices,
- The use of munitions, explosives or firearms,
- Damage resulting from intentional or reckless misconduct on the part of the Insured Party,
- Pollution, natural disasters (unless otherwise stipulated in the coverage),
- Persons who are not up to date with mandatory and/or recommended vaccinations in France or in the country of stay, as well as persons who have not complied with vaccination recommendations widely promoted by the French authorities,
- Pre-existing illnesses or injuries diagnosed and/or treated and hospitalized in the 6 months prior to the trip,
- Assistance cover taken out when the French Ministry of Foreign Affairs advises against travel to the destination declared at the time of subscription,
- Civil or foreign war, riots, strikes, civil commotion, acts of terrorism, hostage-taking (unless otherwise stipulated in the coverage),
- Any request directly related to a declaration of epidemic or pandemic by the WHO, not related to the coronavirus family and widely known at the time of purchase of the holiday,
- The disintegration of the atomic nucleus or any irradiation from a radioactive energy source.

**Under no circumstances shall the Assistance Provider be held liable for any failure or delay in the performance of its obligations resulting from force majeure, or from well-known events such as civil or foreign war, riots or civil commotion, lock-outs, strikes, terrorist attacks, etc. The Insurer shall not be liable for any loss or damage resulting from such events, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of the atomic nucleus, the explosion of nuclear devices and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences; consequently, any request for assistance linked to travel restrictions resulting from an event that was known at the time of purchase of the holiday will not be accepted.**

**Under Assistance coverage, repatriation by the Assistance Provider is not possible for benign illnesses or injuries that can be treated locally, nervous or mental *illnesses*, pregnancy one month before term, the consequences of suicide committed or attempted by the *Insured Party*, the absorption of drugs, narcotics, alcohol, similar substances and medication not prescribed by an authorized medical authority and their consequences.**

**Under no circumstances may the *Assistance Provider* be held liable for any act which might undermine its duty of protection towards its teams or service providers.**

## VIII. COMMON PROVISIONS

### 1. HOW IS YOUR COMPENSATION CALCULATED?

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

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

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

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

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

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

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

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

Any omission or misrepresentation on your part, where bad faith is not established, will entail the termination of the policy 10 days after notification is sent to you by registered letter and/or the application of reduced indemnities stipulated in article L 113.9 of the *French Insurance Code*.

### 4. HOW ARE CLAIMS EXAMINED?

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

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

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

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

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

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

## 5. RIGHT OF WITHDRAWAL

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

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

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

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

Sample letter of withdrawal:

*In this case, you can exercise your right to withdraw from the policy by sending a letter or any other means of communication, by registered mail with acknowledgment of receipt, the following text: "I, the undersigned, (Surname, First name and Address), hereby cancel my subscription to COMFORT CANCELLATION cover. Signed on (Date and Place), Signature".*

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

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

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

## 6. DATA COLLECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 7. MULTIPLE INSURANCE POLICIES

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

## 8. SUBROGATION

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

## 9. LIMITATION PERIOD

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

However, this period only runs:

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

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

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

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

Please note that:

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

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

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

The limitation period may also be interrupted by:

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

## 10. DISPUTE

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

## **11. APPLICABLE LAW**

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

## **12. FALSE DECLARATIONS**

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

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

## **13. SUPERVISORY AUTHORITY**

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



## INFORMATION AND ADVICE SHEET PROVIDED PRIOR TO TAKING OUT THE "Skier's Insurance" MULTIRISK TRAVEL POLICY

Information sheet generated by TRAVELFACTORY SAS (hereinafter TRAVELFACTORY) on behalf of the client in connection with the possible purchase of a "Skier's Insurance" Multirisk Travel Insurance Policy.

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

Pursuant to article L. 521-6 of the French Insurance Code, you acknowledge being informed that you may receive information and documents concerning the insurance policy on a durable medium other than paper.

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

### YOUR NEEDS

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

To protect yourself against risks during your stay, you would like to take out insurance cover.

In view of your situation and the information you have provided concerning your insurance needs, we feel that the "Skier's Insurance" MULTIRISK TRAVEL insurance policy presented here is the right solution for you.

### INFORMATION ON THE INSURANCE POLICY

The "Skier's Insurance" multirisk travel policy is a group insurance policy with individual and optional subscription no. **283709**:

- **Underwritten by Neat** (hereinafter "the Broker Manager" or "Neat"), an insurance brokerage firm (simplified joint stock company) with a share capital of €77,610.25, whose registered office is at 16 Place des Quinconces, 33000 BORDEAUX, registered with the Bordeaux Trade and Companies Register under number 913 676 581, and with ORIAS under number 22004644, Professional Liability and Financial Guarantee in accordance with Articles L 512-6 and L512-7 of the French Insurance Code.
- **With the Insurer Helvetia Global Solutions Ltd** (hereinafter "the Insurer" or "Helvetia"), a public limited company incorporated under the laws of Liechtenstein, whose registered office is at Aeulestrasse 60, 9490 Vaduz, Principality of Liechtenstein, registered in the Trade Register of the Principality of Liechtenstein under number FL-0002.191.766-9, licensed as an insurance company by the Financial Market Supervisory Authority of the Principality of Liechtenstein (FMA Liechtenstein). Helvetia is authorised to carry out insurance business in France in respect of the freedom to provide services, notified to the ACPR (REFASSU ID: 224324). Helvetia is supervised by FMA Liechtenstein, Landstrasse 109, Postfach 279, 9490 Vaduz, Principality of Liechtenstein.
- **Distributed by TRAVELFACTORY**, Simplified Joint Stock Company, whose registered office is at 19 rue Emmy Noether 93400 Saint-Ouen and registered with the Bobigny Trade and Companies Register under number 414 520 254.

NEAT manages subscriptions and claims on behalf of Helvetia.

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

The Policy is subject to applicable French regulations.



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

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

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

## PRICES

	<b>Multirisk Travel Insurance "Skier's Insurance"</b>
<b>Premium incl. VAT AS % of price of stay</b>	<b>€1.90 / person / day</b>

## TABLE OF COVERAGE

### INSURANCE COVER

<b>BENEFITS</b>	<b>AMOUNTS INCL. VAT Maximum / person</b>
<b>A/ Sports/ski equipment insurance</b> <ul style="list-style-type: none"><li>• Repair costs in the event of breakage of rental ski equipment,</li><li>• Reimbursement of the cost of hiring equivalent replacement ski equipment from a professional rental company, if your personal ski equipment has become unusable due to accidental breakage or theft.</li></ul>	<ul style="list-style-type: none"><li>• €600 / person</li><li>• Maximum €3,000 / event</li><li>• €25 for children's skis (AFNOR NFX 50-007: E, J category)</li><li>• €40 for Bronze and Silver packs (AFNOR NFX 50-007: Z, A, B category)</li><li>• €50 for Gold and Platinum packs (AFNOR NFX 50-007: C, D category)</li></ul>
<b>B/ Loss or theft of lift pass</b>	€200 / Person
<b>C/ Trip interruption costs</b>	Maximum of €10,000 / Person, 1-day deductible



<p><b>D/ "SNOW" activity interruption costs</b></p> <ul style="list-style-type: none"> <li>• Refund of lift pass and/or ski equipment rental in the event of lift closures. <b>At least 70% of ski area closed.</b></li> <li>• Reimbursement of lift pass, ski rental and ski lessons (if non-refundable by the school) in the event of a ski accident.</li> <li>• Early departure in the event of bad weather closing more than 70% of the ski area for at least 48 hours.</li> <li>• Refund of lift pass and/or ski equipment rental in the event of ski area closure due to lack or excess snow. <b>At least 70% of ski area closed.</b></li> </ul>	<ul style="list-style-type: none"> <li>• Pro rata temporis reimbursement</li> <li>• Lift pass: €250 / Insured Party</li> <li>• Equipment rental: €200 / Insured Party</li> <li>• Ski lessons not taken: €200 / Insured Party</li> <li>• €50 / Accommodation</li> <li>• Maximum: €800 per person</li> </ul>
<p><b>E/ Replacement vehicle</b></p>	<ul style="list-style-type: none"> <li>• Maximum 3 consecutive days, no Deductible</li> </ul>
<p><b>F/ Personal liability abroad &amp; Defence and Recourse</b></p> <ul style="list-style-type: none"> <li>• <b>Personal liability abroad:</b> Coverage of the financial consequences of any personal liability you may incur for bodily injury, property damage or consequential loss caused to third parties in the course of your private life abroad.</li> <li>• <b>Defence and Recourse abroad:</b> Payment of expenses incurred: <ul style="list-style-type: none"> <li>○ To protect you in the event of legal proceedings</li> <li>○ To make a claim against a liable third party</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ €150,000</li> <li>▪ Deductible of €150 for material or immaterial damage.</li> </ul> <p>Up to €41,006, with the following sublimits:</p> <ul style="list-style-type: none"> <li>▪ Out-of-court settlement €1047 (€296 deductible for out-of-court settlement)</li> <li>▪ Legal budget: per dispute</li> <li>▪ Legal appraisal: €3,162</li> <li>▪ Solicitors, bailiffs, costs and fees: within the limits of the texts governing the profession.</li> <li>▪ Lawyer's fees: upon presentation of proof</li> <li>▪ Lawyer's fees: within the limits of the schedule attached to the general provisions.</li> <li>▪ Arbitration budget: €277</li> </ul> <p>Deductible of €1,195 in the event of legal action.</p>
<p><b>G/ Personal Accident</b></p> <ul style="list-style-type: none"> <li>• Capital sum in the event of death</li> <li>• Capital sum in the event of permanent disability</li> <li>• Cumulative per event</li> </ul>	<ul style="list-style-type: none"> <li>• €15,000 per Person, Deductible: not applicable</li> <li>• €15,000 per Person, Deductible: 10% of permanent disability threshold.</li> <li>• €150,000 per Event</li> </ul>



## ASSISTANCE COVERAGE

BENEFITS	AMOUNTS INCL. VAT Maximum / person
24-hour travel advice and medical information	Actual costs
Repatriation or medical transport (including in the event of COVID)	Actual costs
Repatriation of accompanying persons	Return ticket + connecting cab
Repatriation of children under the age of 18	Return ticket + connecting cab
Visit from a relative	Return ticket + hotel costs €80 per night / Max 10 nights
Extended stay	Hotel costs €80 per night / Max 10 nights
Hotel costs	Hotel costs €80 per night / Max 10 nights
Onward journey	Return ticket + connecting cab
<b>Medical expenses outside country of residence</b>	
• Europe	€4500 / Person, €45,000 / Event, Deductible of €50 per Person
• Emergency dental care / COVID test	€250 / €100
<b>Advance on medical expenses outside country of residence</b>	
Europe	€4500 per person / €45,000 per Event Deductible of €50 per person
Shipping medicines	Shipping costs
Shipment of prostheses	Shipping costs
<b>Body repatriation</b>	
• Body repatriation	Actual costs
• Funeral expenses for transport	Actual costs
• Cost of coffin or urn	€1,000
• Death and body recognition formalities	Return ticket + Hotel expenses €100 per night / Maximum 3 nights
<b>Early return</b>	
• In the event of hospitalization or death of a family member	Return ticket (max. €750) + connecting cab
• In the event of an event leading to a claim at your place of residence	
• Return impossible	€80 max./night and 5 nights max. (deductible: 1 night)
• Replacement driver	Transport ticket or Driver
• Official documents	Shipping costs
<b>COVID Assistance coverage</b>	
• Suspension of stay	Accommodation: up to the day of return possible, with €80 per night (maximum 7 nights) Return ticket: Coverage limited to €750
• Delayed return	



• Consequences of quarantine	
<b>RESCUE assistance coverage</b>	
• Search and rescue costs at sea and in the mountains	€3,000 per person / max. €15,000 per event
• Ski slope rescue costs	Actual costs
<b>Legal assistance abroad</b>	
• Advance payment of bail	€15,000 per person
• Payment of legal fees	€1,500 per person
• Cash advance (abroad only)	€1,500 per person

#### INFORMATION ON COMPLAINTS CONCERNING YOUR INSURANCE POLICY

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

If you are not satisfied with the response you receive, you can send a letter (quoting the reference number of the claim concerned and enclosing copies of any supporting documents) to:  
[complaints-hqs@helvetia.com](mailto:complaints-hqs@helvetia.com)

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

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

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

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

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

#### RIGHT OF WITHDRAWAL

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

**You have the right to withdraw from this policy for a period of thirty (30) days (calendar days) from its conclusion, without charge or penalty. However, if you benefit from one or more insurance premiums offered to you, so that you do not have to pay a premium for one or more months at the start of the policy, this period only runs from the payment of all or part of the first premium.**

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

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



**In this case, you can exercise your right to withdraw from the policy by sending a letter or any other durable medium to the policy insurer. The Insurer must refund the premium paid within thirty (30) days of your withdrawal.**

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

Sample letter of withdrawal:

"I, the undersigned, (Surname, First name and Address), hereby withdraw my subscription to the MULTIRISK policy. Signed on (Date and Place), Signature".

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

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

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