



# INSURANCE CONTRACT INFORMATION NOTICE N N° 6229--- PREMIUM CANCELLATION Without reason - Without justification

CEILING INSURANCES	GUARANTEES
1 / CANCELLATION Cancellation without reason without supporting documents (A1).	(A1) 5,000 max per claim / 30% deductible on cancellation costs with a minimum of € 50 per accommodation

## HOW TO CONTACT OUR INSURANCE DEPARTMENT

INSURANCE VALUES - Insurance Service

152 BD HAUSSMANN - 75008 PARIS From Monday to Friday 9 a.m. to 6 p.m.

- by phone from France 01 56 02 04 45

(Communication not surcharged, cost according to operator, call susceptible to recording)

- by telephone from abroad: 331 56 02 04 45 preceded by the local code for access to the international network

(Communication not surcharged, cost according to operator, call susceptible to recording)

- by e-mail: [values-assurances@hotmail.com](mailto:values-assurances@hotmail.com)

Remember to collect the following information that will be requested during your call:

- The number of your contract,
- Your first and last name,
- Your home address,
- The telephone number where we can reach you,
- The reason for your declaration.

During the first call, an insurance file number will be communicated to you. Call it back systematically, during all subsequent relations with our Insurance Department.

#### ARTICLE 1 - DEFINITIONS AND SCOPE

We, the Insurer MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX. SA with capital of € 12,558,240 - Company governed by the Insurance Code - Subject to the control of the Prudential Resolution Control Authority - 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 - 383 974 086 RCS Bobigny -VAT FR 31 383 974 086.

#### Serious bodily injury

Sudden deterioration in health resulting from the sudden action of an unintentional external cause on the part of the victim noted by a competent medical authority leading to the issuance of a prescription for medication for the benefit of the patient and involving the cessation of any professional or other activity.

#### Attack

Any act of violence, constituting a criminal or unlawful attack against persons and / or property in the country in which you are staying, intended to seriously disturb public order through intimidation and terror and which is the subject of media coverage.

This "attack" will have to be recorded by the French Ministry of Foreign Affairs or the Ministry of the Interior. If several attacks take place on the same day, in the same country, and if the authorities consider it as one and the same coordinated action, this event will be considered as one and the same event.

#### Beneficiary

Individual or group duly insured under this contract and hereinafter referred to as "you".

#### Injury

Sudden deterioration in health resulting from the sudden action of an unintentional external cause on the part of the victim observed by a competent medical authority

#### Natural disaster

Abnormal intensity of a natural agent not resulting from human intervention. Phenomenon, such as an earthquake, a volcanic eruption, a tidal wave, a flood or a natural cataclysm, caused by the abnormal intensity of a natural agent, and recognized as such by the public authorities.

#### COM

By COM, we mean the Overseas Collectivities, namely French Polynesia, Saint-Pierre-et-Miquelon, Wallis and Futuna, Saint Martin and Saint-Barthélemy.

## Guaranteed travel

Stay for which you are insured and have paid the corresponding premium, with a maximum duration of 90 consecutive days.

## Home

The main and usual place of residence in France, in the French overseas departments and territories and sui generis communities or in Europe is considered as domicile. In the event of a dispute, the tax domicile constitutes the domicile.

## DOM-ROM, COM and sui generis communities

Guadeloupe; Martinique, French Guyana, Réunion, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint-Martin, Saint Barthelemy, New Caledonia.

## DROM

By DROM, we mean the Overseas Departments and Regions, namely Guadeloupe, Martinique, Guyana, Reunion Island and Mayotte.

### Duration of guarantees

- The "Cancellation" guarantee takes effect on the day of your subscription to the insurance contract and expires on the day of

your camping trip

- The validity of the other guarantees corresponds to the dates of the stay indicated on the invoice issued by the campsite, with a maximum duration of 90 consecutive days.

## European Economic Area (E.E.E)

Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, France, Greece; Hungary, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Netherlands, Poland, Portugal, Czech Republic, Romania, United Kingdom, Slovakia, Slovenia, Sweden.

## Foreign

Country tour outside your home country.

## Europe

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

## Guaranteed insurance events

Depending on the products subscribed:

☒ Cancellation

☒ Interruption of stay

Performance of services

The services guaranteed by this agreement can only be triggered with the prior agreement of MUTUAIDE ASSISTANCE. Consequently, no expenditure made by authority by the Beneficiaries may be reimbursed by MUTUAIDE ASSISTANCE.

Franchise

Part of the claim to be borne by the Beneficiary provided for in the contract in the event of compensation following a sinister. The deductible can be expressed in amount, in percentage, in day, in hour, or in kilometer.

Group

All participants listed on the same stay registration form.

Long-haul: By "Long-haul", we mean trips to countries not listed in the definition of "Medium-haul".

Disease

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

5 436 Paris Cedex 9.

1 / CANCELLATION

CANCELLATION WITHOUT REASONS OR JUSTIFICATIONS

The "Cancellation without proof" guarantee offers you the possibility of obtaining a refund for your stay without having to provide proof of the cause of the cancellation.

The compensation paid in application of this cover may in no case exceed the price of the stay declared when taking out this Contract, within the limits provided for in the Table of Coverage and deduction made of a deductible the amount of which is specified in Table of Guarantees.

We will refund you the amount of the cancellation fees invoiced according to the conditions of the cancellation scale

listed in the general conditions of the campsite.

The administration fees, tips, visa and the premium paid in consideration for the subscription of this contract are not refundable.

However, you will always be asked:

- the initial purchase invoice paid for the stay,
- the original invoice for the costs remaining at your expense following the cancellation at the campsite,

- a rib,
- and proof of the family relationship with the Insured (if necessary).

In the context of the Cancellation without cause and without proof "guarantee, no exclusion can be made. may apply.

#### WHEN YOU HAVE TO REPORT THE CLAIM?

1 / From the first manifestation of the disease or from knowledge of the event giving rise to the guarantee, you must IMMEDIATELY notify your campsite.

If you later cancel your stay at your Campsite, we will only reimburse you for the cancellation costs from the date of the contraindication noted by a competent authority, in accordance with the cancellation scale appearing in the special conditions of sale of the campsite

#### CANCELLATION WITHOUT PROOF

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- a rib,
- proof of the family relationship with the Insured (if necessary).

As part of the Cancellation guarantee "without proof", are excluded Travel for which the execution is made impossible following:

- Failure of any kind, including financial, of the campsite.

- Cancellation by the campsite of all or part of the services provided during the stay

#### **ARTICLE 4 - PROCESSING OF COMPLAINTS**

1. In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to make it known to VALEURS ASSURANCES by calling 01 56 02 04 45 or by writing to values- assurances@hotmail.com for guarantees Insurance listed below:

☐ Cancellation

☐ Interruption of stay costs

If you are not satisfied with the answer you get, you can send a letter to:

MUTUAID

TSA Insurance Service 20296

94368 Bry sur Marne Cedex

MUTUAIDE undertakes to acknowledge receipt of your letter within 10 working days. It will be processed within 2 months at most.

If the disagreement persists, you can contact the Insurance Mediation by mail at:

Insurance Mediation

TSA 50110

75441 Paris Cedex 09

#### **ARTICLE 5 - DATA COLLECTION**

The Beneficiary acknowledges being informed that the Insurer is processing his personal data in accordance with the

regulations relating to the protection of personal data in force and that moreover:

- the answers to the questions asked are compulsory and that in the event of false declarations or omissions, the consequences for him may be the invalidity of the subscription to the contract (article L 113-8 of the Insurance Code) or the reduction compensation (article L 113-9 of the Insurance Code),

- The processing of personal data is necessary for the adhesion and execution of its contract and its guarantees, for the management of commercial and contractual relations, or for the execution of legal, regulatory or administrative provisions in force.
- The data collected and processed is kept for the time necessary for the performance of the contract or the legal obligation. These data are then archived in accordance with the periods provided for by the provisions relating to limitation.
- The recipients of the data concerning him are, within the limits of their powers, the services of the Insurer in charge of the signing, management and execution of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors. , reinsurers in the performance of their duties.

They can also be transmitted, if necessary, to professional bodies as well as to all persons involved in the contract such as lawyers, experts, court officials and ministerial officers, curators, tutors, investigators.

Information concerning him may also be transmitted to the Subscriber, as well as to all persons authorized as Authorized Third Parties (courts, arbitrators, mediators, ministries concerned, supervisory and control authorities and all public bodies authorized to receive them as well as departments in charge of control such as statutory auditors, auditors as well as departments in charge of internal control).

- As a financial body, the Insurer is subject to legal obligations resulting mainly from the Monetary and Financial Code in the fight against money laundering and the financing of terrorism and, as such, it puts in implements contract monitoring processing that may result in the drafting of a suspicious transaction report or an asset freeze measure.

The data and documents concerning the Beneficiary are kept for a period of five (5) years from the end of the contract or the termination of the relationship.

- Their personal data may also be used in the context of processing to combat insurance fraud, which may lead, if necessary, to registration on a list of people at risk of fraud.

This registration may have the effect of extending the study of his file, or even reducing or refusing the benefit of a right, service, contract or service offered.

In this context, personal data concerning him (or concerning the persons parties or interested in the contract may be processed by any authorized persons intervening within the entities of the Insurer Group in the context of the fight against fraud. These data may also be intended for to authorized personnel of bodies directly concerned by fraud (other insurance bodies or intermediaries; judicial authorities, mediators, arbitrators, court officials, ministerial officers; third-party bodies authorized by a legal provision and, where applicable, victims of acts of fraud or their representatives).

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

applicable limitation periods.

For people registered on a list of suspected fraudsters, their data is deleted

past the period of 5 years from the date of registration on this list.

- In his capacity as Insurer, he is entitled to process data relating to offenses, convictions and security measures either when the contract is taken out, or during its execution or as part of the management of disputes. .

- Personal data may also be used by the Insurer in the context of processing it implements and whose purpose is research and development to improve the quality or relevance of its future insurance products and / or assistance and service offers.

- The personal data concerning him may be accessible to some of the employees or service providers of the Insurer established in countries outside the European Union.

- The Beneficiary has, by proving his identity, a right of access, rectification, deletion and opposition to the data processed. He also has the right to ask to limit the use of his data when they are no longer necessary, or to recover in a structured format the data that he has provided when these are necessary for the contract or when he has consented. to the use of this data.

He has the right to define guidelines for the fate of his personal data after his death. These guidelines, general or specific, concern the storage, erasure and communication of his data after his death.

These rights can be exercised with the Insurer's Data Protection Representative:

- by email: to the address DRPO@MUTUAIDE.fr

or

- by mail: by writing to the following address: Data protection officer -

MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX.

After making a request to the Data Protection Officer and not having

obtained satisfaction, he has the possibility of seizing the CNIL (National Commission of Computing and Freedoms).

#### **ARTICLE 6 – SUBROGATION**

MUTUAIDE ASSISTANCE is subrogated up to the amount of the indemnities paid and the services provided by it in the rights and actions of the Beneficiary, against any person responsible for the facts which motivated his intervention. When the services provided in execution of the agreement are covered in whole or in part with another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the beneficiary against this company or this institution.

#### **ARTICLE 7 – PRESCRIPTION**

However, this period does not run:

- in the event of reluctance, omission, false or inaccurate statement on the risk incurred, only from the day the Insurer

had knowledge of it;

- in the event of a claim, only from the day on which the parties became aware of it, if they prove that they had not yet ignored it.

When the action of the Insured against the Insurer is caused by the recourse of a third party, this limitation period does not run

only from the day on which this third party took legal action against the Insured or was indemnified by the latter.

This limitation period may be interrupted, in accordance with Article L 114-2 of the Insurance Code, by a the following common causes of interruption:

- recognition by the debtor of the right of the one against whom he prescribed (article 2240 of the Civil Code);
- legal action, even in summary proceedings, until the end of the proceedings. The same applies when it is brought before an incompetent court or when the act of referral to the court is annulled by the effect of a

procedural defect (articles 2241 and 2242 of the Civil Code). The interruption is void if the applicant withdraws his request or allows the proceedings to expire, or if his request is definitively rejected (article 2243 of the Civil Code);

- a precautionary measure taken in application of the Code of Civil Enforcement Procedures or an act of execution (article 2244 of the Civil Code).

It is recalled that:

The arrest made to one of the joint and several debtors by a legal action or by an act of compulsory execution or the recognition by the debtor of the right of the one against whom he prescribed interrupts the limitation period against all the others, even against their heirs.

On the other hand, the interpellation made to one of the heirs of a joint and several debtor or the recognition of this heir does not interrupt the limitation period with regard to the other joint heirs, even in the event of a mortgage claim, if the obligation is divisible. This arrest or this recognition only interrupts the limitation period, with regard to the other co-debtors, for the part for which this heir is liable.

To interrupt the limitation period for the whole, with regard to the other co-debtors, it is necessary to arrest all the heirs of the deceased debtor or the recognition of all these heirs (article 2245 of the Civil Code).

The arrest made to the principal debtor or its recognition interrupts the limitation period against the surety (article 2246 of the Civil Code).

The limitation period can also be interrupted by:

- the appointment of an expert following a claim;
- sending a registered letter with acknowledgment of receipt (sent by the Insurer to the Insured regarding the action for payment of the contribution, and sent by the Insured to the Insurer regarding the settlement of claims compensation).

#### **ARTICLE 8 - SETTLEMENT OF DISPUTES**

Any dispute arising between the Insurer and the Beneficiary relating to the setting and payment of benefits will be submitted by the most diligent party, in the absence of an amicable resolution, to the competent court of the beneficiary's domicile in accordance with the provisions provided for in article R 114-1 of the Insurance Code

#### **ARTICLE 9 - FALSE DECLARATIONS**

When they change the subject of the risk or reduce our opinion:

- Any reluctance or intentionally false declaration on your part will void the contract. The premiums paid remain vested in us and we will be entitled to demand payment of the premiums due, as provided for in Article L 113.8 of the Insurance Code.
- Any omission or inaccurate declaration on your part whose bad faith is not established results in the termination of the contract 10 days after the notification which will be sent to you by registered letter and / or the application of the reduction in indemnities of the Insurance Code. as provided for in article L 113.9.

#### **ARTICLE 10 - SUPERVISORY AUTHORITY**

The authority responsible for monitoring MUTUAIDE ASSISTANCE is the Prudential Control and Resolution Authority

(ACPR) - 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex 9.