

# Campings.com Cancellation Insurance

## Insurance product information document

Insurer: Seyna, a limited company (SA) with share capital of €801,929.04, whose registered office is located 20 bis rue Louis-Philippe, 92200 Neuilly sur Seine, registered in the Nanterre Trade and Companies Register under no. 843 974 635, a company governed by the French Insurance Code (*Code des assurances*).

Product: Campings.com Cancellation Insurance

This information document provides a summary of the main covers and exclusions of “Campings.com Cancellation Insurance” policy no. faqnx5. The complete information notice for this policy is available on request by emailing [contact@mimat.fr](mailto:contact@mimat.fr), and will be emailed to you after confirmation of your enrolment. It does not take into account your specific needs and requests.

### What type of insurance is this?

The “Campings.com Cancellation” insurance policy is an optional enrolment group insurance policy designed to cover the cost of cancelling or interrupting a stay due to certain unforeseeable events.



#### What is insured?

*The covers preceded by a check mark ✓ are systematically included in the policy.*

- ✓ the cost of cancelling a stay up to a limit of €5,000 per covered event, less a deductible of €50 in the event of illness and 25% of the cost of the trip for other reasons, with a minimum of €50.
- ✓ the cost of interrupting a stay, up to a maximum of €5,000 per person without any deductible.



#### What is not insured?

- ✗ Reimbursement of services not included on the trip registration form;
- ✗ Interruptions of a stay if the event that causes the interruption was known before departing on the trip;
- ✗ the consequences of a default of the carrier.



#### Are there exclusions from the cover?

Main exclusions:

- ! intentional misconduct;
- ! accidents or illnesses that occur before enrolment in the insurance policy;
- ! meals and hotel expenses;
- ! the consequences of criminal proceedings against the insured;
- ! a failure to present any of the documents required for the trip, regardless of the reason.



#### Where am I covered?

In Europe, for a trip purchased on the Campings.com website. Compensation can only be paid in euros.



#### What are my obligations?

- **At the time of enrolment:**
  - paying the insurance premium.

- **During the enrolment:**
  - informing the managing broker in the event of a change in your situation.
- **In the event of a claim for a covered event:**
  - reporting any claim within the deadlines and in accordance with the procedures set out in Clause 8 of the information notice;
  - submitting the requested supporting documents.



#### **When and how to make payments?**

The amount of the premium depends on the total price, including VAT, of the trip purchased by the member.

The member shall pay the insurance premium in full online to the Distributor at the time the Trip is purchased.



#### **When does cover begin and end?**

The Cover takes effect immediately after the member validates the Cover at the time the trip is purchased and the premium is paid to camping for the term indicated on the invoice issued by camping, up to a maximum of 90 consecutive days.



#### **How can I cancel the policy?**

Cancellation rights may be exercised by contacting the managing broker whose contact details are provided in the information notice.

## **Information and advice sheet provided prior to enrolment in the following insurance policy: “Campings.com Cancellation Insurance”**

You have purchased a trip from the Campings.com website and you wish to protect yourself against the risks of cancellation or interruption of this trip.

Based on the information you have provided us about your insurance needs, we believe that the “Campings.com Cancellation” insurance policy is a solution that meets your requirements.

The “Campings.com Cancellation” insurance policy is issued under group damage insurance policy no. faqnx5:

- taken out and distributed by the **Campings.com**, a simplified limited company with a sole shareholder (SASU), with share capital of €100,000, whose registered office is located at 18-20 rue du Faubourg du Temple, 75011 Paris, registered in the Bobigny Trade and Companies Register under no. 508 290 947 (hereinafter the “Distributor”);
- with **Seyna**, a limited company (SA) with share capital of €801,929.04, whose registered office is located 20 *bis* rue Louis-Philippe, 92200 Neuilly sur Seine, registered in the Nanterre Trade and Companies Register under no. 843 974 635, a company governed by the French Insurance Code (hereinafter the “Insurer”);
- and managed by **MIMAT**, a simplified limited company (SAS) with share capital of €20,000, whose registered office is located at 15 rue des Halles, 75001 Paris, registered in the Paris Trade and Companies Register under no. 881 422 430 and with the ORIAS register of insurance intermediaries under no. 20 001 959 (hereinafter the “Managing Broker”).

This Policy is marketed by the Distributor in its capacity as an ancillary insurance intermediary pursuant to the derogation granted under the conditions of Article L513-1 of the French Insurance Code (*Code des assurances*).

Enrolment is carried out through the Distributor.

In connection with the performance of this policy, the Distributor is remunerated on the basis of commissions, i.e. a remuneration that is included in the insurance premium, calculated on the basis of qualitative criteria, in such a way as not to prejudice Customers’ interests.

MIMAT and Seyna are subject to the supervision of the *Autorité de Contrôle Prudentiel et de Résolution* (Prudential Supervision and Resolution Authority), 4 place de Budapest, CS 92549, 75436 Paris Cedex 09.

You are invited to verify that you are not already the beneficiary of a policy that covers one of the risks covered by the new policy.

If this is the case, you have the right to withdraw from this policy during a period of fourteen calendar days from its conclusion, without any cost or penalty, if all the following conditions are met:

- you enrolled in this policy for non-business purposes;
- this policy is a complement to the purchase of a good or service sold by the Distributor;
- you prove that you are already covered for one of the risks covered by this new policy;
- the contract from which you wish to withdraw has not been fully performed;

- you have not reported any event covered under this policy.  
In such case, you can exercise your right to withdraw from this policy by contacting the Managing Broker by email at: [renonciation@mimat.fr](mailto:renonciation@mimat.fr), and including a document proving that you are already covered for one of the risks covered by the "Campings.com Cancellation Insurance" policy.  
Your premium will be refunded to you within 30 days of your withdrawal.  
If you wish to cancel your enrolment but do not meet all of the above conditions, you may exercise your cancellation right in accordance with the conditions set out in Clause 2.4 of the Information Notice.

## Covers\*:

### Covered circumstances:

- cancellation fees applied by Campings.com in the event the Trip is cancelled;
- Trip interruption costs: trip costs already paid and not used (excluding transport), prorated to time starting on the night following the event that causes the interruption of the stay.

### Scope of your covers:

**Trips purchased simultaneously on the Distributor's website are covered for a maximum amount of €5,000, including VAT, per Covered Event if the Trip is cancelled, less a deductible of €50 if the cancellation is for medical reasons and 25% of the cost of the trip for other reasons, with a minimum of €50.**

**Trips purchased simultaneously on the Distributor's website are covered for a maximum amount of €5,000, including VAT, per Insured if the trip is interrupted.**

**The compensation paid under this Policy will in no event exceed the price of the trip declared at the time of enrolment.**

**The Insurer will reimburse the cancellation fee charged in accordance with the terms of the cancellation schedule in the travel agency's general terms and conditions.**

*\* A complete description of the "Campings.com Cancellation" insurance policy and its exclusions are provided in the attached information sheet, which we invite you to read carefully before deciding whether or not to enrol.*

## Term:

The cover takes effect as from the member's express agreement on the Distributor's website and after collection of the premium, for the term indicated on the invoice issued by the Distributor, up to a maximum of 90 consecutive days.

## Price:

The amount of the premium depends on the total price, including VAT, of the trip purchased by the member. Its amount will be provided to the member before he/she agrees to enrol and then, when the enrolment has been completed, on the certificate of insurance.

The member shall pay the insurance premium in full to the Distributor at the time the trip is purchased.

### Cancellation of enrolment:

In accordance with Article L.112-2-1 of the French Insurance Code, for any trip booked more than one month before the departure date, you may cancel your enrolment, without having to provide any grounds and without penalty, within fourteen (14) calendar days from the date you receive your contractual documents, by logging on to your customer space on the Managing Broker's website.

Cancellation letter template:

*"I, the undersigned, Surname, First name and Address, hereby cancel my enrolment in the "Campings.com Cancellation" Insurance Policy.  
Executed on Date and Location, Signature".*

The Insurer, acting through the Managing Broker, will reimburse the insurance premium paid at the time of enrolment.

However, if you request the benefit of the Cover during the cancellation period, in accordance with the conditions set out in the Notice, you will no longer be able to exercise your cancellation right, as submitting a claim is deemed your agreement to the performance of the Policy.

### Complaints

In the event of a difficulty concerning the management of your enrolment, the premiums or a claim for a Covered Event, you may submit your complaint to the Managing Broker's Complaints Department, which may be contacted in the following manner:

- by email: [reclamation@mimat.fr](mailto:reclamation@mimat.fr)
- by post: MIMAT – *Service Réclamations* (Complaints Department) – 15 rue des Halles – 75001 Paris

The Managing Broker's Complaints Department will acknowledge receipt of your complaint within 10 business days of receipt (including if a response to the complaint is also provided within this period) and, in any event, to provide a response to your complaint no later than 2 months from receipt thereof.

If the Managing Broker's Complaints Department denies or refuses to accept the complaint in whole or in part, you may contact the Insurer in writing (providing the references of the relevant matter and attaching a copy of any supporting documents):

- by post: Seyna - *Service Réclamations* (Complaints Department), 20 bis rue Louis Philippe, 92200 Neuilly-sur-Seine
- by email: [reclamations@seyna.eu](mailto:reclamations@seyna.eu)

The Insurer will acknowledge receipt of your complaint within 10 business days from the date of receipt and will provide the expected time period for handling the complaint.

The above procedure will not apply if the dispute has been referred to a court, by either you or the Insurer.

If the disagreement continues after the Insurer provides its response, you may seek the opinion of the Ombudsman of the French Insurance Federation (*Fédération Française de l'Assurances* - F.F.A.), whose contact details are: La Médiation de l'Assurance - TSA 50110 - 75441 Paris Cedex 09.

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

### Governing law

The language used during the entire period of enrolment will be French which prevails over any other language into which the Notice could have been translated.

The pre-contractual relationship and the Notice are governed by French law. The French courts will have jurisdiction over any dispute arising from the performance or interpretation of the Notice.

## Campings.com Cancellation Insurance Information Notice

The “Campings.com Cancellation” insurance policy is issued under optional enrolment group insurance policy no. faqnx5 (hereinafter the “Policy”):

- taken out and distributed by the **Campings.com**, a simplified limited company with a sole shareholder (SASU), with share capital of €100,000, whose registered office is located at 18-20 rue du Faubourg du Temple, 75011 Paris, registered in the Bobigny Trade and Companies Register under no. 508 290 947, in its capacity as an ancillary insurance intermediary pursuant to the derogation granted under the conditions of Article L513-1 of the French Insurance Code (*Code des assurances*) (hereinafter the “Distributor”);
- with **Seyna**, a limited company (SA) with share capital of €801,929.04, whose registered office is located 20 bis rue Louis-Philippe, 92200 Neuilly sur Seine, registered in the Nanterre Trade and Companies Register under no. 843 974 635, a company governed by the French Insurance Code (hereinafter the “Insurer”);
- and managed by **MIMAT**, a simplified limited company (SAS) with share capital of €20,000, whose registered office is located at 15 rue des Halles, 75001 Paris, registered in the Paris Trade and Companies Register under no. 881 422 430 and with the ORIAS register of insurance intermediaries under no. 20 001 959 (hereinafter the “Managing Broker”).

The Insurer and the Managing Broker are subject to the supervision of the *Autorité de Contrôle Prudentiel et de Résolution* (Prudential Supervision and Resolution Authority), 4 place de Budapest, 75436 Paris Cedex 09.

The Managing Broker has been appointed by the Insurer to manage the Policy with respect to enrolment and covered events.

The Managing Broker can be contacted as follows:

- via the internet: [https://remboursement.campings.upcover.fr?cancellation\\_form=0](https://remboursement.campings.upcover.fr?cancellation_form=0)
- by chat, directly on the following website: [www.mimat.fr](http://www.mimat.fr)
- by email: [contact@mimat.fr](mailto:contact@mimat.fr)
- by post: MIMAT - 15 rue des Halles, 75001 Paris

### 1. Definitions

**Accident:** Any sudden and unforeseeable event external to property owned by the Insured.

**Bodily Injury:** Personal injury resulting from a sudden and violent action originating from an external cause or from the Insured himself/herself, but in an involuntary manner, which must be confirmed by a competent medical authority and must have resulted in the patient having been issued a prescription to take medication, and which requires the Insured to cease all work or other activity.

**Member:** A natural person of legal age who resides in Europe, who has purchased a Trip, who has enrolled in the Insurance Policy and is identified as such on the Enrolment Certificate.

**Insured:** the Member, his/her Family Members, the covering professional designated at the time the Trip was purchased, any person taking part in the Trip and designated at the time of enrolment in the Insurance Policy, the person responsible for looking after the Insured's minor children during the Trip, or a disabled person living in the Insured's home.

**Attack:** Any act of violence constituting a criminal or illegal attack against persons and/or property in the country in which you are staying, which aims to seriously disrupt public order through intimidation and terror, and which is covered by the media. This "attack" must be recognised as such 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 to be a single coordinated action, it will be considered to be a single event.

**Medical Authority:** Any person who holds a valid degree in medicine or surgery in the country where a serious Bodily Injury or serious Illness occurs. The Medical Authority must be a Third Party vis-à-vis the Insured.

**Natural Disaster:** Natural forces of unusual intensity not caused by human action. Phenomena, such as earthquakes, volcanic eruptions, tidal waves, floods or natural hazards, caused by natural forces of unusual intensity and recognised as such by the public authorities.

**Enrolment Certificate:** The document the Managing Broker emails to the Member to confirm his/her enrolment in the Policy.

**Accidental Property Damage:** Total or partial destruction or damage that is externally visible, that prevents use of the damaged property in accordance with the manufacturer's standards, and that is caused by an Accident. The accidental property damage must have been reported to the insurer that issued the Insured's comprehensive home insurance policy.

**Domicile:** The principal and habitual place of residence in France, in the French overseas departments and regions (DOM-ROM) and overseas communities (COM), or in Europe. In the event of a dispute, the tax domicile will be deemed the domicile.

**Epidemic:** An abnormally high incidence of a disease during a given period of time in a given area.

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

**Deductible:** The share of the loss caused by an Insurable Event to be paid by the Insured in the event an Insurable Event is compensated.

**Illness:** A sudden and unforeseeable alteration of a person's health confirmed by a competent medical authority that results in the patient being issued a prescription to take medication, and which requires the Insured to cease all work or other activity.

**Family Members:** The *de jure* or *de facto* spouse or the Insured's partner in a civil union (PACS), his/her ascendants or descendants, brothers and sisters, sons-in-law and daughters-in-law, including those of his/her spouse. They must be domiciled in the same country as the Insured.

**Pandemic:** An epidemic that develops over a large area, is cross-border in nature and is classified as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the insurable event occurs.

**Insurable Event:** An event of an unforeseeable nature that triggers the Cover.

**Third Party:** Any natural person other than the insured or a Family Member.

**Trip:** One or more stays of at least one night reserved on the Distributor's website.



## **2. Enrolment procedures**

### **2.1 Who may enrol in the Policy?**

Any natural person of legal age who resides in Europe and who has simultaneously purchased one or more Trips from the Distributor.

### **2.2 How to enrol in the Policy**

A natural person of legal age who wishes to obtain Cover for the Trip(s) purchased simultaneously must enrol in the Policy by consenting to the offer of insurance at the same time that the Trip(s) are purchased on the Distributor's website, or by telephone with the Distributor when booking his/her Trip(s), after having read the standardised information document, the preliminary information and advice sheet and this information notice, and having accepted the terms thereof. The invoice certifying payment of the purchase price, including VAT, of the Trip(s) must be kept on a durable medium.

### **2.3 Proof of enrolment**

The information in electronic form kept by the Insurer, or any representative of its choice, is deemed a signature by the Member, may be asserted against him/her, and can be used to prove his/her identity and his/her consent to the offer of insurance and the terms of this Information Notice.

### **2.4 Confirmation of enrolment in the Policy**

The Managing Broker will email the Member an Enrolment Certificate and this Information Notice as well as, for reference purposes, the pre-contractual information documents, which the Member shall also keep on a durable medium.

### **2.5 Cancellation of enrolment**

For any Trip booked more than one month before the departure date, the Member may cancel his/her enrolment in the Policy within 14 days from receiving the contractual documents merely by cancelling his/her insurance application in his/her customer area on the Managing Broker's website using the following template: *"I, the undersigned, Surname, First name and Address, hereby cancel my enrolment in 'Campings.com Cancellation' Insurance Policy no. faqnx5. Date and Location, Signature"*.

in the name and on behalf of the Insurer, the Managing Broker will reimburse the insurance premium paid at the time of enrolment.

## **3. Purpose and limits**

Insurable events are covered subject to the exclusions, the limits of the Cover and compliance with the reporting deadlines and formalities described in this information notice.

The cover will apply only if the Insurance Policy is in force on the date the Insurable Event occurs.

### **3.1 Purpose of the Cover**

The purpose of the "Campings.com Cancellation" insurance policy is to reimburse the Insured, in whole or in part, for:

- cancellation fees applied by campings.com in the event the Trip is cancelled;

- Trip interruption costs: Trip costs already paid and not used (excluding transport), prorated to time starting on the night following the event that causes the interruption of the stay.

The Trip must be cancelled for one of the following reasons:

- Illness of an Insured (including a COVID-19-related illness - only if the Insured is fully vaccinated - that appears within 30 days before departure);
- Bodily Injury or death, including the consequences, sequelae, complications or aggravation of a serious Illness or serious Bodily Injury that occurs before the Trip is purchased;
- Pregnancy complications up to the 28th week of pregnancy that require completely ceasing all work or other activity, provided that at the time of departure the Insured is less than six months pregnant, or if the nature of the Trip is incompatible with the pregnancy;
- Denial of boarding after the Insured's temperature is taken upon arrival at the airport of departure;
- Property damage due to fire, water damage or natural forces affecting more than 50% of the Insured's private or business premises and absolutely requiring the Insured's presence on the date of departure in order to take necessary protective measures;
- Theft from private or business premises, requiring the Insured's presence on the date of departure, provided such theft occurs within 48 hours prior to departure on the Trip;
- Notice of an organ transplant scheduled on a date during the planned Trip, provided the notice was not known at the time of enrolment in the Insurance Policy;
- Vaccination contraindication, adverse consequences of vaccination, or medical impossibility to follow a preventive treatment necessary for the destination chosen for the Trip, or in connection with your vaccination passport;
- Serious damage to the Insured's vehicle occurring within 48 hours prior to departure, provided the vehicle can no longer be used to travel to the location of the Trip or the point of departure;
- An accident or breakdown of the means of transport that occurs during transport to the point of departure, resulting in a delay of more than two hours and causing the Insured to miss the flight booked for departure, provided the Insured made arrangements to arrive at the airport at least two hours before the boarding deadline;
- Dismissal from employment for economic reasons, provided the dismissal procedure had not been initiated before the Trip was purchased.
- Obtaining salaried employment or a paid internship that begins before or during the planned dates of the Trip, while the Insured was registered with the French unemployment office (*Pôle Emploi*), provided it is not an extension, renewal or amendment of the type of contract or an assignment by a temporary employment agency;
- Notice by an authority to attend a meeting on a date during the planned Trip that is compulsory, unforeseeable and cannot be postponed, provided the notice was not known at the time of enrolment in the Insurance Policy;
- Notice to retake a university examination on a date during the Trip, provided the failure of the initial examination was not known at the time of enrolment in the Insurance Policy;
- Notice to the Insured to appear as a juror in a criminal trial or a witness during the Trip, provided the Insured was unaware of such notice at the time of Enrolment in the Insurance Policy;
- Refusal of a tourist visa by the authorities of the country chosen for your trip, provided the Insured had not submitted an application that was refused by such authorities in connection with a previous trip and the steps taken enabled the authorities to adopt a

decision prior to the Trip, and provided the requirements imposed by the administrative authorities of the country are complied with;

- A transfer of employment on non-disciplinary grounds imposed by the employer, requiring the Insured to change residence during the period of your insured stay or within 8 days prior to your departure, provided the transfer was not known at the time of enrolment in the Insurance Policy. This reason applies to salaried employees, excluding members of a liberal profession, corporate officers, legal representatives of companies, self-employed workers, craftsmen and casual workers in the entertainment industry.
- Cancellation or change of the dates of paid holiday leave by the employer. This reason applies to salaried employees, excluding members of a liberal profession, corporate officers, legal representatives of companies, self-employed workers, craftsmen and casual workers in the entertainment industry. This paid holiday leave, corresponding to a vested right, must have been agreed to in writing by the employer prior to enrolment in the Insurance Policy;
- Notice to attend a meeting concerning the adoption of a child during the period of the Trip, provided the notice was not known at the time of enrolment in the Insurance Policy;
- Notice to attend a meeting concerning in vitro fertilisation, during the period of the Trip, provided the notice was not known at the time of enrolment in the Insurance Policy;
- Cancellation due to the separation of a couple that is married, in a civil union or living together as domestic partners.
- Theft, within 48 hours prior to departure, of identity papers (passport, identity card) required for border crossings during the Trip;
- A riot, Attack, act of terrorism, or pollution due to an industrial accident occurring in the area of the campground where the Trip will take place if the following two conditions are met:
  - The event results in property damage and bodily injury in the destination city or cities of your trip; The date of your departure is scheduled less than 30 days after the event and no event of the same nature has occurred in the relevant area within the 30 days prior to enrolment in the Insurance Policy, and the event occurs after enrolment in the Insurance Policy.
- Any other unforeseeable event of any type that creates an immediate, actual and serious obstacle preventing the departure and/or the activities planned during the Trip. An unforeseeable event means any sudden and unexpected circumstance beyond the control of the Insured that justifies cancelling or interrupting the Trip. There must be a direct causal link between the unforeseeable event and the inability to leave.

The Trip must be interrupted for one of the following reasons:

- Medical repatriation of the Insured by an assistance company due to a serious Illness or serious Bodily Injury.
- The serious Illness, serious Bodily Injury or death of a Family Member of the Insured not taking part in the Trip.
- Theft or serious damage caused by fire, explosion, water damage or natural forces, in private or business premises, requiring the presence of the Insured to take the necessary protective measures.

### **3.2 Cover limits**

**Trips purchased simultaneously on the Distributor's website are covered for a maximum amount of €5,000, including VAT, per Covered Event if the Trip is cancelled, less a deductible of €50 if the cancellation is for medical reasons and 25% of the cost of the trip for other reasons, with a minimum of €50.**

**Trips purchased simultaneously on the Distributor's website are covered for a maximum amount of €5,000, including VAT, per Insured if the trip is interrupted.**

**The compensation paid under this Policy will in no event exceed the price of the trip declared at the time this Policy was taken out.**

**The Insurer will reimburse the cancellation fee charged in accordance with the terms of the cancellation schedule in the travel agency's general terms and conditions.**

#### **4. Exclusions**

**The following are excluded from the Covers:**

- **Application fees under €50, tips, visa fees and the premium paid under the Insurance Policy;**
- **Services that were not requested during the trip or that were not arranged by the Insurer, or in agreement with the Insurer;**
- **Meals and hotel expenses;**
- **Damage intentionally caused by the Beneficiary or resulting from his/her involvement in a crime, offence or brawl, other than for the purposes of self-defence;**
- **The amount of adverse judgments and the consequences thereof;**
- **The use of narcotics or drugs that have not been medically prescribed;**
- **Alcohol intoxication;**
- **Customs fees;**
- **Participation as a competitor in a competitive sport or rally for which a national or international ranking is conferred and that is organised by a sports federation to which a licence is issued, as well as training for such competitions;**
- **The practice of any sport in a professional capacity;**
- **Participation in endurance or speed competitions or races and their preliminary trials, aboard any land, water or air vehicle;**
- **The consequences of non-compliance with the recognised safety rules for practising any recreational sport;**
- **Expenses incurred after returning from the Trip or the expiry of cover;**
- **Accidents resulting from your participation, including as an amateur, in the following sports: motor sports (regardless of the motor vehicle used), aerial sports, mountain climbing, bobsleighting, hunting dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional ranking;**
- **Voluntary non-compliance with the law of the country visited or engaging in activities not authorised by the local authorities;**
- **Official prohibitions, seizures or restrictions imposed by the law enforcement authorities;**
- **The Beneficiary's use of air navigation vehicles;**

- **Damage due to the Insured's intentional or fraudulent misconduct, in accordance with Article L.113-1 of the French Insurance Code;**
- **Suicide and attempted suicide;**
- **Epidemics and pandemics, pollution, natural disasters;**
- **Public transport or refinery strikes;**
- **Claims for reimbursement of the cost of transport to the holiday site or to return to the Domicile if the Trip is interrupted;**
- **Claims for reimbursement of services not included on the Trip registration form and therefore not covered (including if such services are purchased from the local representative of the organiser on site);**
- **Interruptions to a stay if the event that causes the interruption was known before departing on the Trip;**
- **An event, illness or accident that first manifested itself, underwent a relapse, worsened or required hospitalisation before the date of enrolment in the Insurance Policy;**
- **Pregnancy, including complications after the 28th week, and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and the consequences thereof;**
- **Any circumstance that does not prevent departure or does not prevent remaining on site until the end of the Trip;**
- **Forgotten vaccination;**
- **A default of any type, including the financial default, of the carrier that makes it impossible to perform its contractual obligations;**
- **Insufficient or excessive of snowfall;**
- **Any medical event for which the diagnosis, symptoms or cause are psychological or psychiatric in nature, and that does not result in hospitalisation for more than 3 consecutive days subsequent to enrolment in the Insurance Policy;**
- **The consequences of criminal proceedings against the Insured;**
- **The fact that the geographical destination of the trip is advised against by the French Ministry of Foreign Affairs;**
- **An act of negligence on the part of the Insured in preparing for the Trip;**
- **Any event for which the travel agency may be liable under the Tourism Code (*Code du tourisme*) in force;**
- **The failure to produce, for any reason, the documents essential to the Trip, such as a passport, identity card, visa, transport tickets or vaccination booklet, except in the event of the theft of the passport or identity card within 48 hours prior to departure;**
- **Acts of war or civil war and similar events, riots, domestic disturbances, politically motivated acts of violence, terrorist attacks or acts, strikes, lockouts and industrial disputes, expropriations or actions similar to an expropriation, seizures, withdrawals, decrees or sundry actions of a higher authority, as well as damage resulting from natural disasters or nuclear energy, and the use of war materiel, explosives and firearms.**

**As an exception to the "Epidemics, pandemics, as defined by the Ministry of Health or the WHO" exclusion, a cancellation or interruption of the Trip by the Insured due to contamination with COVID-19 (SARS-CoV-2 or coronavirus 2019 or its variants) that results in medical treatment or isolation in the absence of symptoms is covered.**

**Cover is extended only to “contact persons” who take part in the Trip, as specified at the time of enrolment in the Policy.**

**The cover applies only if the Insured is fully vaccinated.**

## **5. Term**

The Cover takes effect immediately after the Member validates the Cover at the time the Trip is purchased and the premium is paid to the Distributor for the term indicated on the invoice issued by the Distributor, up to a maximum of 90 consecutive days.

The Cover will expire:

- Automatically on the date of departure for the “Trip Cancellation” Cover;
- Automatically on the last day of the Trip specified on the invoice issued by the tour operator, up to a maximum of 90 consecutive days, for the Trip Interruption Cover;
- If the cancellation right is exercised in accordance with the provisions of Clause 2.5;
- In all other cases provided for in the French Insurance Code.

## **6. Premium**

The amount of the premium depends on the total price, including VAT, of the Trip purchased by the Member. Its amount will be provided to the Member before he/she agrees to enrol and then, when the enrolment has been completed, on the Certificate of Insurance.

The Member shall pay the insurance premium in full to the Distributor at the time the Trip is purchased.

## **7. Submitting claims**

### **7.1 How to submit a claim for a Covered Event?**

You must notify the Distributor IMMEDIATELY upon the first manifestation of illness or upon becoming aware of an event that may be covered.

At the same time, unless prevented by unforeseen circumstances or a force majeure event, a claim for a Covered Event must be submitted within 5 days of the Member becoming aware thereof, by clicking on the following link:

[https://remboursement.campings.upcover.fr?cancellation\\_form=0](https://remboursement.campings.upcover.fr?cancellation_form=0).

If the Member does not submit a claim for a Covered Event within this deadline, and if the Insurer proves that this delay has prejudiced it, the Member will not be entitled to Cover (Article L 113-2 of the French Insurance Code).

### **7.2 What supporting documents must be provided?**

To obtain compensation for a Covered Event, the Member must provide the following supporting documents:

- In all cases: the originals of the detailed invoices issued by the tour operator showing the ground and transport services; if applicable, the certificate or supporting document issued by the assistance company confirming the date of repatriation or early return and the reason therefor; and the bank account details of the Member who enrolled in the Insurance Policy (for the purpose of paying the compensation by bank transfer).

- In case of Illness or Bodily Injury: A medical certificate\* specifying the date and nature of the accident or illness.
- In the event of COVID-19 infection (SARS-CoV-2 or coronavirus 2019 or its variants):
  - if the Member is affected: a screening test for SARS-Cov-2 or its variants showing a positive result, the certificate provided by Social Security and a medical leave certificate.
  - If a Family Member is affected: the positive test, the Social Security certificate, the medical leave certificate of the relevant Member and proof of the family relationship. In the absence of proof of the family relationship, an affidavit stating, for example, that the domestic partner lives with the Member or describing the relationship of the Family Member to the Member.
- In the event of death: A copy of the death certificate.
- In the event of pregnancy complications: A medical certificate\* attesting that the Insured must be bedridden on the date of departure or during the period of the Trip.
- In the event of denial of boarding after the Insured's temperature is taken upon arrival at the airport of departure: Supporting document provided by the transport company that denied boarding or by the health authorities.
- In the event of property damage: A copy of the claim submitted to the insurer of the damaged item(s).
- In the event of Theft: A copy of the police complaint filed.
- In the event of notice for an organ transplant: A copy of the official notice.
- In the event of vaccination contraindication, adverse consequences of vaccination, or impossibility to follow a preventive treatment necessary for the Trip: A medical certificate\* attesting to the contraindication.
- In the event of serious damage to the Insured's vehicle: A copy of the invoice for repairing/towing the vehicle.
- In the event of an accident to or breakdown of the means of transport: supporting document provided by the mechanic establishing the impossibility to travel.
- In the event of Dismissal from employment for economic reasons: the letter of dismissal sent by the employer stating the economic reason.
- In the event salaried employment or a paid internship is obtained: The employer's promise of employment or proof of internship.
- In the event of a notice by an authority that is compulsory in nature, a notice to retake an examination, or a notice to appear as a juror in a criminal trial or a witness: A copy of the official notice.
- In the event a tourist visa is refused: A copy of the refusal.
- In the event of a work-related impediment: A copy of the service order issued by the employer of the relevant Insured with a copy of the identity papers of the manager who ordered the business trip or required the Insured to remain at work.
- In the event the employer cancels or changes the dates of paid holiday leave: the letter from the employer cancelling holiday leave previously accepted.
- In the event of notice concerning the adoption of a child or in vitro fertilisation: A copy of the official notice.
- In the event of the separation of a couple that is married, in a civil union (PACS) or in a domestic partnership: legal and administrative documents proving that the separation or the termination of the domestic partnership is genuine (divorce proceedings, termination of the civil union contract, any documents proving that the couple lived together: EDF, GDF or telephone bills, joint bank accounts, joint tax return, etc.).

- For any other unforeseeable event: Any information requested by the Managing Broker to enable establishing, in view of the nature of the event, the circumstances of its occurrence.

\*The medical certificate must be issued by a Medical Authority that is a Third Party vis-à-vis the Insured.

All documents in support of the claim for a Covered Event must be sent to the Managing Broker using the means indicated in Clause 7.1.

**In addition, the Member shall provide the Managing Broker with any document that the Insurer deems necessary to assess the validity of his/her claim for compensation.**

**If it deems it necessary, the Insurer may request the opinion of an expert to assess the claim for a Covered Event.**

**If the Insured in bad faith submits inaccurate documents as proof, uses fraudulent means or makes inaccurate or incomplete statements, the Member will be denied cover. The Insurer reserves the right to initiate legal action before the criminal courts.**

## **8. Compensation procedures**

When all supporting documents have been received and validated, within the limits of Clause 3.2, if the Insured is eligible for the Cover, the Member will be reimbursed his/her expenses by bank transfer, within 5 business days from the date on which the Managing Broker validates the claim file.

**If the Trip is subsequently cancelled with the Distributor, the cancellation fee, in the event of Illness, will be reimbursed only as from the date of the contraindication confirmed by a competent authority, in accordance with the cancellation schedule in the Distributor's special terms and conditions of sale.**

## **9. Complaints**

In the event of a difficulty concerning the management of the Insurance Policy or a claim for a Covered Event, the Insured may submit his/her complaint to the Managing Broker's Complaints Department, which may be contacted in the following manner:

- by email: [reclamation@mimat.fr](mailto:reclamation@mimat.fr)
- by post: MIMAT – *Service Réclamations* (Complaints Department) – 15 rue des Halles – 75001 Paris

The Managing Broker's Complaints Department will acknowledge receipt of the complaint within 10 business days of receipt (including if a response to the complaint is also provided within this period) and, in any event, to provide a response to the complaint no later than 2 months from receipt thereof.

If the Managing Broker's Complaints Department denies or refuses to accept the complaint in whole or in part, the Insured may contact the Insurer in writing (providing the references of the relevant matter and attaching a copy of any supporting documents):

- by post: Seyna - *Service Réclamations* (Complaints Department), 20 bis rue Louis Philippe, 92200 Neuilly-sur-Seine;
- by email: [reclamations@seyna.eu](mailto:reclamations@seyna.eu)

The Insurer will acknowledge receipt of the complaint within 10 business days from the date of receipt and will communicate the expected time period for handling the complaint.



The above procedure will not apply if the dispute has been referred to a court, by either the Member or the Insurer.

If the disagreement continues after the Insurer provides its response, the Policyholder may seek the opinion of the Ombudsman of the French Insurance Federation (*Fédération Française de l'Assurances* - F.F.A.), whose contact details are: La Médiation de l'Assurance - TSA 50110 - 75441 Paris Cedex 09.

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

## **10. Miscellaneous**

### **Geographical scope**

The covers under the Insurance Policy are valid only in metropolitan France.

### **Forfeiture**

If the Insured in bad faith makes false statements, submits inaccurate documents as proof or uses fraudulent means, he/she will forfeit any right to compensation for the relevant claim.

### **Subrogation**

As permitted by Article L 121-12 of the French Insurance Code, the Insurer may initiate legal action against the party responsible for the Covered Event to obtain reimbursement of the compensation paid to the Member.

### **Requisition**

In accordance with Article L.160-6 of the Code, the requisition of the title of all or part of a Unit will automatically suspend the effects of the Insurance Policy with respect to such Unit, within the limits of the requisition and to the extent of the State's liability.

### **Prescription**

Any action in connection with the Insurance Policy and the enrolment is time-barred 2 years after the event that gives rise to the cause of action. The period of prescription may be interrupted by the appointment of an expert following submission of a claim for a Covered Event or by the Insurer or the Member sending the other party a registered letter with acknowledgement of receipt.

The provisions concerning the prescription of actions in connection with the insurance policy are set out in Articles L.114-1 to L.114-3 of the French Insurance Code, which are reproduced below:

Article L.114-1 of the Code: "All actions in connection with an insurance policy are time-barred 2 (two) years after the event which gives rise to the cause of action.

However, this period will run:

1. In the event of a non-disclosure, omission or false or inaccurate statement about the risk incurred, only from the date on which the Insurer becomes aware thereof;
2. In the event of a loss, only as from the date on which the interested parties become aware thereof, if they prove that they were unaware thereof before such time.

If the grounds for the Insured's action against the Insurer is legal recourse by a third party, the period of prescription runs only from the date on which such third party initiates legal action against the Insured or was compensated by the Insured."

Article L.114-2 of the Code: "The period of prescription is interrupted by any of the ordinary causes that interrupt the period of prescription and by the appointment of experts following a

loss. In addition, the period of prescription may be interrupted by a registered letter with acknowledgement of receipt sent by the Insurer to the Insured concerning an action for payment of the premium, or by the Insured to the Insurer concerning the payment of compensation.”

The ordinary causes that interrupt the period of prescription, referred to in Articles 2240 to 2246 of the French Civil Code, are initiating legal action, including in summary proceedings (*référé*), a notice to pay or a seizure, and one party’s acknowledgement of the right of the other party.

Article L.114-3 of the Code: “In derogation of Article 2254 of the French Civil Code, the parties to an insurance policy may not, including by mutual agreement, change the duration of the period of prescription or add to the grounds for the suspension or interruption thereof.”

### **Personal data processing**

The Policyholder is expressly informed of the existence of, and hereby agrees to, the automated processing of personally identifiable information and personal data collected from him/her by the Insurer and the Managing Broker (and their agents) in connection with the conclusion, management and provision of the Cover, including the management of complaints, pre-litigation and litigation proceedings, and the defence of its rights, as well as in order to perform its vigilance obligations in connection with the prevention of money laundering and the financing of terrorism, asset freezing measures, including the triggering of alerts and suspicious activity reports, and to implement anti-insurance fraud measures.

He/she is expressly informed that, in accordance with the French Data Protection Act, Act no. 78-17 of 6 January 1978 (as amended), and European Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, providing this information is mandatory as it is necessary for obtaining the Cover and managing the enrolment. This information is intended exclusively for the Insurer and the Managing Broker (and their agents) for the purposes of managing the enrolment, for their contractual partners involved in performing such management and, if applicable, for the Supervisory Authorities.

The Policyholder’s data will be kept for the entire term of the Insurance Policy, until 31 December of the calendar year following the expiry of both the legal periods of prescription and the periods imposed by the law for various data retention obligations.

The Policyholder has access, opposition, rectification, limitation, portability and deletion rights with respect to information about him/her in the files of the Insurer or the Managing Broker, in accordance with the provisions of Act no. 78-17 of 6 January 1978 (as amended), which may be exercised by contacting the Managing Broker at the following email address: [dpo@mimat.fr](mailto:dpo@mimat.fr).

Any false or improper statement may undergo specific processing intended to prevent or identify fraud and may result in registration on a list of persons presenting a risk of fraud.

Telephone conversations between the Policyholder and the Managing Broker may be recorded for the purpose of monitoring the quality of services provided or in connection with claims management. The data collected for the purpose of managing enrolment and claims may be transferred, in accordance with the requirements and procedures prescribed by law and the authorisations obtained from the French Data Protection Agency (CNIL), to the subsidiaries and sub-processors of the Managing Broker outside the European Union.

The Policyholder may register with the telephone marketing opt-out database on the following website: [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr).

The Insured may address any complaints regarding the collection or processing of his/her personal data to the Data Protection Officer whose contact details are provided above. In the event of a continuing disagreement, the Policyholder may refer the matter to the French Data Protection Agency (CNIL), at the following address: <https://www.cnil.fr/fr/plaintes>.

**Governing law and language used:** The Insurance Policy is governed by French law. French is the language applicable to the Policy and prevails over any other language into which the Notice could have been translated.