



# CANCELLATION INSURANCE

## Cancellation of stay

## GENERAL PROVISIONS

This guarantee contract includes reciprocal rights and obligations, which are set out in the following pages.

### Definitions :

**Hazard:** Unintentional, unforeseeable, irreversible and external event.

**Attack - Acts of terrorism:** 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" must be registered by the French Ministry of Foreign Affairs.

**Beneficiary:** The persons who have subscribed to this cover, hereafter referred to as "you".

**Natural disasters:** The abnormal intensity of a natural agent not caused by human intervention.

**Domicile:** Domicile means your main and usual place of residence; your domicile must be in Europe.

**DROM POM COM:** DROM POM COM refers to the new names of the DOM TOM since the Constitutional Reform of 17 March 2003, which modified the names of the DOM TOM and their definitions.

**Transport company:** A transport company is any company duly authorised by the public authorities to transport passengers.

**Europe:** "European" means the countries of the European Union, Switzerland, Norway or the Principality of Monaco.

**Excess:** The part of the indemnity remaining at your expense.

**Metropolitan France:** Metropolitan France means mainland France and Corsica, including the DROM POM COM (new name for the DOM TOM since the constitutional reform of 17 March 2003).

**Strike:** Collective action consisting of a concerted secession by the employees of a company.

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

**Foreign War:** Foreign War means the declared armed opposition to the world of one State by another State, as well as any invasion or state of siege.

**Illness - Accident:** An impairment of health certified by a medical authority, requiring medical attention and the absolute cessation of all activity.

**Family member:** By family members, we mean any person who can prove a family link with the Beneficiary (in law or in fact).

**Pollution:** Degradation of the environment by the introduction into the air, water or soil of matter not naturally present in the environment.

**Usual residence:** Usual residence means your place of residence for tax purposes. Your main residence must be in Europe.

**Guarantee service - claims management:** SARL CAMPAMI, hereinafter referred to as "we", whose head office is located at :

**Camping Les Flamants Roses**  
5001 route de Canet  
66570 Saint-Nazaire  
[contact@lesflamantsroses.com](mailto:contact@lesflamantsroses.com)

**Claim:** Event likely to lead to the application of a guarantee.

**Subscriber:** The policyholder, natural or legal person who subscribes to the cancellation guarantee.

**Subrogation:** The legal situation by which a person is transferred the rights of another person.

**Third party:** Any person other than the Beneficiary responsible for the damage. Any Beneficiary who is the victim of bodily, material or immaterial damage caused by another Beneficiary (the Beneficiaries are considered as third parties between themselves).

### What is the geographical coverage of the guarantee?

The guarantees and/or benefits subscribed to under this guarantee apply worldwide.

### How long does the guarantee last?

The period of validity corresponds to the duration of the services sold by SARL CAMPAMI. The cancellation guarantee takes effect on the date of subscription of the present guarantee for the stay concerned and expires on the day of your arrival at the Camping Les Flamants Roses (on the outward journey) for the stay concerned.

### Subscription period :

For the cancellation guarantee to be valid, it must be taken out at the same time as the booking of your stay or at the latest with the first deposit and the premium must be paid in full by the Policyholder.

### How is your allowance calculated?

The compensation corresponds to the amount you have already paid to SARL CAMPAMI, minus the amount of the cancellation guarantee, the reservation fees and the cancellation fees for any effective cancellation less than 31 days before the planned arrival, up to a limit of 5000€ per file.

Date of cancellation before arrival at the campsite Cancellation fee (fee kept by the campsite)	Date of cancellation before arrival at the campsite Cancellation fee (fee kept by the campsite)
31 days + Booking fee + Amount of the cancellation guarantee	31 days + Booking fee + Amount of the cancellation guarantee
30 to 21 days 25% of the amount paid	30 to 21 days 25% of the amount paid
20 to 8 days 50% of the amount paid	20 to 8 days 50% of the amount paid
7 to 3 days 75% of the amount paid	7 to 3 days 75% of the amount paid
48 hours 90% of the amount paid	48 hours 90% of the amount paid
Day of arrival 100% of the amount paid	Day of arrival 100% of the amount paid

### How soon will you be compensated?

Your application will be processed within 2 months of receipt. In case of missing or incorrect documents, the 2-month period will start upon receipt of the requested documents. Only the date of receipt of the registered letter by SARL CAMPAMI will be the starting date of the period. If the documents are sent by e-mail, CAMPAMI SARL cannot be held responsible for any delays in processing.

If we do not encounter any difficulties in processing your application, you will not be contacted by the warranty department.

Once your file is complete, processed and validated, a bank transfer will be made within 1 month.

### Risk statement - request for information

The present guarantee is established on the basis of the Beneficiary's declarations. Consequently, throughout the duration of the guarantee, the Beneficiary must answer the questions asked by the guarantee service, which are likely to help him/her to appreciate the risks he/she is taking on.

### Penalties for false declarations :

Any concealment or intentional misrepresentation on the part of the Policyholder or the Beneficiary, relating to the constituent elements of the risk, is sanctioned by the nullity of the cover.

### Complaints - mediation :

In case of dissatisfaction relating to the conclusion or execution of the present guarantee, the Subscriber or the

Beneficiary, can contact the guarantee service of SARL CAMPAMI: Camping Les Flamants Roses - Service garantie - 5001 route de Canet - 66570 Saint-Nazaire or [contact@lesflamantsroses.com](mailto:contact@lesflamantsroses.com).

After exhausting the internal means of recourse and if the disagreement persists after the response given by the guarantee department, the person concerned may refer the matter to the "consumer law" mediator AME Conso, to which we belong by e-mail: <https://www.mediationconso-ame.com> or by post: AME Conso, 11 place Dauphine - 75001 PARIS.

### Applicable law and languages :

The present guarantee is governed on French territory. The Policyholder and the Beneficiary waive any procedure in another country.

### Insurance statement :

If, during the same period, the Policyholder takes out one or more insurance policies covering the same risks as this cover, the Policyholder must declare this to the cancellation cover, otherwise the cover will be cancelled.

### Delivery of the conditions of the cancellation guarantee :

The Policyholder undertakes to provide any Beneficiary with these cancellation guarantees.

### Multiple guarantees :

Under no circumstances may a Subscriber be covered by more than one subscription to the present guarantee, even if he or she has paid contributions several times. Should this be the case, SARL CAMPAMI is limited in any case to the guarantees corresponding to one subscription.

### Correspondence :

All requests for further information or clarification and all claims must be addressed to  
Camping Les Flamants Roses  
Service garantie  
5001 route de Canet  
66570 Saint-Nazaire  
[contact@lesflamantsroses.com](mailto:contact@lesflamantsroses.com)

All correspondence must be communicated in the form prescribed by the regulations in force. If the Beneficiary or the Subscriber sends his/her e-mail and/or telephone details, the Guarantee Department reserves the right (unless the Beneficiary or the Subscriber exercises his/her right to object) to send information by e-mail.

### Data processing and freedom (law N7801 of 06/01/78):

The personal data collected by SARL CAMPAMI are collected to enable the subscription and the management of guarantees and claims by the guarantee department.

The personal data protection policy of SARL CAMPAMI is available on its website at the following address: <https://www.lesflamantsroses.com/politique-de->

## What limits apply in cases of force majeure?

We cannot be held responsible for failures in the execution of the services resulting from force majeure or the following events: civil or foreign war, notorious political instability, popular movements, riots, acts of terrorism, reprisals, restrictions on the free movement of persons and goods, strikes, explosions, natural disasters, disintegration of the atomic nucleus, nor for delays in the execution of the services resulting from the same causes

## DETAILS OF GUARANTEES

**Effective date:** The day of the reservation of the stay concerned and of the subscription of the guarantee.

**Expiry of the guarantee:** The day of your arrival at Camping Les Flamants Roses for the stay concerned.

### The beneficiaries :

The beneficiaries are the participants declared to SARL CAMPAMI at the time of your reservation and therefore of your subscription to the cancellation guarantee.

### What do we guarantee? How much do we cover?

We will reimburse the deposit and any sums paid to SARL CAMPAMI for the holiday concerned and invoiced in accordance with the general terms and conditions of sale, excluding the amount of the cancellation guarantee and the booking fees, up to a limit of €5000 per case, when you are obliged to cancel your holiday before departure (on the outward journey).

The reimbursement per claim cannot, under any circumstances, exceed the price of the rental. The amount of the cancellation guarantee is never refundable.

### In which cases do we intervene?

You are covered in all cases of cancellation, if your departure is prevented by a random event, which can be justified.

By random event, we mean all unintentional circumstances on your part or that of one of the beneficiaries and not excluded under the present contract, unforeseeable on the day of subscription and resulting from the sudden action of an external cause:

- **Serious illness, serious accident or death** (except relapse, aggravation of a chronic or pre-existing illness, as well as the consequences of an accident that occurred prior to the subscription of the guarantee) of yourself, your legal or de facto spouse, your ascendants or descendants up to the 2nd degree, sisters and brothers.

- Complications due to the state of **pregnancy** occurring before the 26th week of pregnancy of one of the persons participating in the stay which result in the absolute cessation of all professional or other activity.

- **Dismissal**, provided that the procedure was not initiated prior to the subscription of the guarantee.

- **Summons to appear before a court of law**, only as a juror/witness or appointment as an expert, provided that you are summoned on a date coinciding with the period of your stay.

- **Convocation for the adoption of a child**, provided that you are summoned on a date coinciding with the period of your stay.

- **Convocation for an organ transplant** of yourself, your legal or de facto spouse or one of your ascendants or descendants to the 1st degree.

- **Serious damage caused by fire, explosions, water damage** or damage caused by the forces of nature to your professional or private premises and requiring your presence to take the necessary protective measures.

- **Theft from your business or private premises**, provided that the extent of the theft requires your presence and that the theft occurs within 48 hours of departure.

- **Serious damage to your vehicle** in the 48 hours preceding the first day of your stay and insofar as it cannot be used to get to the Les Flamants Roses campsite.

- **Divorce or break-up of a civil partnership** provided that the procedure was introduced before the courts after the booking of the stay and on presentation of an official document.

- **Cancellation or modification of the dates of your paid holidays** imposed by your employer for legitimate reasons or exceptional circumstances and officially agreed by the latter in writing before the booking of the stay, this document emanating from the employer will be required. This guarantee does not apply to company directors, liberal professions, craftsmen and entertainment workers. This guarantee also does not apply in the event of a change of job.

### What are the exclusions?

**Claims arising from the occurrence of the following events are always excluded from all contractual cover:**

- Accidents caused or provoked intentionally by the Policyholder or the Beneficiary of the guarantee.

- The consequences of suicide committed or attempted by the Beneficiary.

- The absorption of drugs, narcotics, similar substances and medicines not prescribed by an authorised medical authority and their consequences.

- The consequences of the Beneficiary's alcoholic state characterised by the presence in the blood of a pure alcohol level equal to or higher than that set by French law governing motor traffic.

- Nervous or mental illnesses, unless otherwise provided for in this cover.

- The consequences and/or events resulting from civil war or foreign war, riots, popular movements, strikes, acts of piracy, acts of terrorism, any effect of a source of radioactivity, epidemics, pollution, climatic events, natural disasters.

- Administrative closure of the establishment.

- Any Subscriber or Beneficiary appearing on any official,

government or police database of persons known or presumed to be terrorists, any Subscriber or Beneficiary who is a member of a terrorist organisation, a drug trafficker, or involved as a supplier in the illegal trade of nuclear, chemical or biological weapons, are always excluded from the benefit of the guarantees.

Accidents occurring in the following circumstances are also excluded:

- When the Beneficiary practices a sport as a professional, practices or takes part in an amateur race requiring the use of a motorised land, air or watercraft.
- When the Beneficiary uses a microlight, hang glider, parachute or paraglider as a pilot or passenger.
- When the Beneficiary takes part in fights (except in cases of legitimate defence), crimes, bets of any kind.

**In addition to the general exclusions, we cannot intervene if the cancellation results from the following events :**

- Any circumstance that does not affect the simple enjoyment of the holiday.
- Default of any kind, including financial, of the carrier making it impossible to fulfil its contractual obligations, the responsibility of the service provider or the carrier.
- Cancellations caused by the service provider or the carrier.
- Cancellations due to a forgotten vaccination.
- Illnesses or accidents that have been the subject of a first observation, a relapse, an aggravation or hospitalisation. Any illness present before the date of booking the holiday and therefore of subscription to the cancellation guarantee cannot be taken into account.
- In the event of a medical event whose diagnosis, symptoms or cause are of a psychological or psychiatric nature, and which has not resulted in hospitalisation for more than 3 consecutive days.
- In the event of a medical prohibition or contraindication to make long journeys.
- Cancellations due to the non-presentation of a document essential to the stay.
- Earthquakes, volcanic eruptions, tidal waves, floods or natural disasters.
- The simple fact that the destination of your stay is not recommended by an institution, organisation or state.
- Impediment to your travel to the place of stay (confinement, roadblocks decreed by the State or a local authority, transport strike, etc.)
- Any voluntary interruption of the employment contract of one of the beneficiaries (resignation, contractual termination, etc.).
- Any hiring on a fixed-term or temporary contract for the period of stay of one of the beneficiaries after the date of

subscription to the guarantee.

- Impossibility of taking leave for company managers, liberal professions, craftsmen and entertainment intermittents.

- Any entry into training for the period of stay of one of the beneficiaries after the date of subscription to the guarantee.

- Summons to a make-up examination.

### How long do you have to report the claim?

**Medical reason:** you must declare your claim as soon as it is confirmed by a competent medical authority and that the seriousness of your state of health is such as to prohibit your stay.

**For any other reason for cancellation:** you must declare your claim as soon as you are aware of the event that may lead to the guarantee.

### What are your obligations in the event of a claim?

You must send us your cancellation request accompanied by :

- In the event of illness or accident, a medical certificate and/or an administrative hospitalization report specifying the origin, nature, seriousness and foreseeable consequences of the illness or accident.
- In the event of death, a certificate and the civil status form or family record booklet certifying the family relationship.
- In all other cases, proof of the reason for the cancellation of the stay.