

# CANCELLATION GUARANTEE FOR YOUR STAY

## Cancellation and interruption

WHITOUT  
FRANCHISE

### GENERAL PROVISIONS

This guarantee agreement contains reciprocal rights and obligations, which are set out on the following pages.

### PROVISIONS COMMON TO ALL GUARANTEES

#### Definitions:

**Hazard:** Unintentional, unpredictable, 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 recorded by the French Minister of Foreign Affairs.

**Beneficiary:** The people who have taken out this guarantee hereinafter referred to by the term "you".

**Natural disasters:** The abnormal intensity of a natural agent not resulting from human intervention.

**Domicile:** Your principal 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 approved by the public authorities for the transport of passengers.

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

**Franchise:** Part of the indemnity remaining at your expense.

**Metropolitan France:** Metropolitan France means mainland France and Corsica, including the DROM POM COM (new names 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, in the economic sector, a professional category aimed at supporting demands.

**Civil war:** Civil war means the opposition of several parties belonging to the same country, as well as any revolution, sedition, insurrection, attempted coup, 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 alteration of health noted by a medical authority, requiring medical care and the absolute cessation of all activity.

**Family Member:** Family members are defined as any person who can prove a family relationship with (de jure or de facto) the Beneficiary.

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

**Habitual residence:** Habitual residence is understood to mean the place where the Beneficiary is resident for tax purposes. Your principal residence must be in Europe.

**Guarantee service - claims management:** SAS Camping Le Floride hereinafter referred to as "we", whose registered office is located at:

Camping Le Floride  
Guaranteed Service  
500, route de St. Laurent  
66420 Le Barcarès  
comptabilite@floride.fr

**Loss:** An event that may result in the application of a guarantee.

**Subscriber:** The policyholder, natural person or legal entity that subscribes to the cancellation cover.

**Subrogation:** The legal situation by which a person's rights are transferred to another person.

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

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

The guarantees and/or services subscribed to under the present guarantee apply worldwide.

#### What is the duration of the cover?

The period of validity corresponds to the duration of the services sold by SAS Camping Le Floride.

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 Camping Le Floride (on the outward journey) for the stay concerned.

The "INTERRUPTION" guarantee takes effect on the day of your arrival at Camping Le Floride for the stay concerned and expires on the day of departure from Camping Le Floride for the stay concerned.

#### Subscription deadline:

For the cancellation guarantee to be valid, it must be taken out at the same time as the reservation of your stay and the premium must be paid in full by the Subscriber.

#### What are the general exclusions applicable to all of our guarantees?

Claims resulting 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 cover.
- The consequences of the Beneficiary's suicide or attempted suicide.
- 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 level of pure alcohol equal to or higher than that set by French law governing motor traffic.
- Nervous or mental illnesses, unless otherwise specified 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.

#### The administrative closure of the establishment.

- Any Subscriber or Beneficiary appearing in any official, governmental or police database of persons known or suspected to be terrorists, any Subscriber or Beneficiary who is a member of a terrorist organisation, a drug trafficker, 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 practises a sport in a professional capacity, practises or takes part in an amateur race requiring the use of a motorised land, air or water vehicle.
- When the Beneficiary uses as a pilot or passenger a microlight, hang glider, paraglider or parachute.
- When the Beneficiary takes part in brawls (except in self-defence), crimes, bets of any kind.

#### How is your benefit calculated?

The indemnity corresponds to the amount you have already paid to SAS Camping Le Floride, less the amount of the cancellation guarantee and booking fees, up to a limit of €5,000 per file.

#### How quickly will you be compensated?

Your file will be processed within 2 months of receipt of your application. In the event of missing or incorrect supporting documents, the 2-month period will begin upon receipt of the requested documents. Only the date of receipt by SAS Camping Le Floride of the registered letter will be considered as the starting date of the delay. If the documents are sent by e-mail, SAS Camping Le Floride cannot be held responsible in the event of an extension of the processing time.

If we do not encounter difficulties in processing your file, you will not be contacted by the guaranteed service.

Once your file is complete, processed and validated:

- For residents of France, a cheque will be sent by regular mail within 1 month.
- For residents outside France, a bank transfer will be made within 1 month.

#### Risk declaration - request for information:

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

#### Penalties for false statements:

Any reticence or intentional misrepresentation on the part of the Subscriber or Beneficiary, relating to the elements constituting the risk, is sanctioned by the nullity of the guarantee.

#### Claim - mediation:

In the event of dissatisfaction relating to the conclusion or execution of the present guarantee, the Subscriber or Beneficiary may contact the guaranteed service of SAS Camping Le Floride: Camping Le Floride - Guaranteed service - 500, route de St. Laurent - 66420 Le Barcarès or [comptabilite@floride.fr](mailto:comptabilite@floride.fr).

After exhausting the internal means of recourse and if the disagreement persists after the response given by the guaranteed service, the person concerned may refer the matter to the consumer law mediator:

MEDICYS - Centre for Mediation and Amicable Settlement of Judicial Officers - 73, boulevard de Clichy - 75009 Paris or [www.medicys.fr](http://www.medicys.fr).

#### Applicable law and languages:

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

#### Declaration of insurance:

If, during the same period, the subscriber subscribes to one or more insurances covering risks identical to the present guarantee, the subscriber must declare this to the cancellation guarantee, under penalty of cancellation of the guarantee.

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

The subscriber undertakes to provide all Beneficiaries with the present cancellation cover.

#### Multiple guarantees:

Under no circumstances may a Subscriber be covered by more than one subscription to this guarantee, even if he has paid contributions several times. Should this be the case, SAS Camping Le Floride is in any case limited to the cover corresponding to one membership.

#### Correspondence:

All requests for further information or clarification and all claims declarations should be addressed to:

Camping Le Floride  
Guaranteed service  
500, route de St. Laurent  
66420 Le Barcarès  
[comptabilite@floride.fr](mailto:comptabilite@floride.fr)

All correspondence must be communicated in accordance with the forms prescribed by the regulations in force.

If the Beneficiary or Subscriber sends his e-mail and/or telephone details, the guaranteed service reserves the right (unless the Beneficiary or Subscriber exercises his right of opposition) to send him information by e-mail and/or by SMS.

#### Information technology and freedom (law N7801 of 06/01/78)

The personal data collected by SAS Camping Le Floride are collected in order to allow the subscription and the management of guarantees and claims by the guarantee service.

The personal data protection policy of SAS Camping Le Floride is accessible on its website at the following address: <https://floride.fr/politique-de-confidentialite/>.

#### What limits apply in case of force majeure?

We cannot be held liable for any failure to provide services due to force majeure or the following events: civil or foreign wars, 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 provision of services resulting from the same causes.



## WARRANTY DETAILS

### \* CANCELLATION OF STAY :

Effective date	Expiry of the guarantee
The day of the reservation of the stay concerned and of the subscription of the guarantee	The day of your arrival at Camping le Floride for the stay in question

### The beneficiaries:

The participants declared to SAS Camping Le Floride at the time of your reservation and therefore of your subscription to the cancellation guarantee are considered as beneficiaries.

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

We reimburse the deposit and all sums paid for the stay concerned to SAS Camping Le Floride and invoiced in accordance with the general terms and conditions of sale, excluding the amount of the cancellation guarantee and booking fees, up to a limit of €5,000 per file, when you are obliged to cancel your stay before departure (outward journey).

Under no circumstances may the reimbursement per claim exceed the rental price.

The amount of the cancellation guarantee is never refundable.

### In which cases do we intervene?

The guarantee is acquired in all cases of cancellation, if your departure is prevented by a random event, which can be justified.

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

- **Serious illness, serious accident or death** (except the relapse, the aggravation of a chronic or pre-existing disease, as well as the consequences, the sequelae of an accident occurring prior to the subscription of the cover) of yourself, your spouse or common-law partner, 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 entail the absolute cessation of all professional or other activity.
- **Dismissal** on condition that the procedure has not been initiated prior to taking out the guarantee.
- **Summons to a court of law**, only as Juror / Witness of Assizes or appointment as an expert, provided that you are summoned on a date that coincides with the period of your stay.
- **Summons to adopt a child** provided that you are summoned on a date that coincides with the period of your stay.
- **Convocation for an organ transplant** of yourself, your de jure or de facto spouse or one of your first-degree ascendants or descendants.
- **Serious fire damage, explosions, water damage or damage caused by the forces of nature to your professional or private premises** and imperatively involving your presence to take the necessary precautionary measures.
- **Flight on business or private premises** provided that the importance of the flight requires your presence and that the flight takes place within 24 hours prior to departure.

- **Serious damage to your vehicle** in the 24 hours preceding the 1st day of your stay and in the event that it cannot be used to get to Camping Le Floride.
- **Divorce or break-up of PACS** as long as the procedure was brought before the courts after booking 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 granted by the latter in writing before the booking of the stay, this document from the employer will be required. This guarantee does not apply to company managers, liberal professions, craftsmen and intermittent workers in the entertainment industry. This guarantee also does not apply in the event of a change of job.

### WHAT WE EXCLUDE:

In addition to the exclusions appearing under the heading "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR GUARANTEES", we cannot intervene if the cancellation results:

- Any circumstance that only affects the simple enjoyment of the Stay,
- The failure of any kind, including financial, of the carrier making it impossible to perform its contractual obligations, the responsibility of the service provider or the carrier.
- Cancellations due to the service provider or the carrier.
- Cancellations due to a missed vaccination.
- Illnesses or accidents that have been the subject of an initial observation, a relapse, an aggravation or hospitalisation. Any illness presents before the date of reservation of the stay and therefore of subscription of 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.
- Cancellations due to the failure to present a document essential for 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 getting to your 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, breach of contract, etc.).
- Any recruitment on a fixed-term or temporary basis for the period of stay of one of the beneficiaries after the date of subscription to the guarantee.
- Impossibility of taking leave for company directors, liberal professions, craftsmen and casual entertainment workers.
- Any entry into training for the period of stay of one of the beneficiaries after the date of subscription to the guarantee.
- Invitation to a remedial examination.

The exclusions appearing under the heading "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR GUARANTEES" remain applicable to the Cancellation cover.



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

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

If your cancellation is subsequent to this travel ban, our reimbursement will be 50% of the deposit and all sums paid for the stay concerned to SAS Camping Le Floride, excluding the amount of the cancellation guarantee and the reservation fees.

**For any other reason for cancellation:** you must declare your claim as soon as you are aware of the event that may give rise to cover. If you cancel your stay after this date, we will reimburse 50% of the deposit and all sums paid for the stay concerned to SAS Camping Le Floride, excluding the amount of the cancellation insurance and reservation fees.

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

You must send us your request for cancellation together with your claim:

- In the event of illness or accident, a medical certificate and/or an administrative hospitalisation form 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 book attesting to the family relationship.
- In other cases, any other supporting documents.

### COVID-19 HOLIDAY CANCELLATION AND FLEXIBILITY GUARANTEES

#### Coverage (reimbursement) :

- You or one of the participants in the stay are suffering from COVID-19 and are in quarantine or hospitalized on the dates of your stay (positive test and medical certificate of the dates of isolation to be provided)
- You or one of the participants in the stay is requisitioned by the authorities as part of the fight against COVID-19 (proof of cancellation of leave by the employer to be provided).
- You or one of the participants of the stay are a known case of contact and are obliged to isolate yourself and take the PCR test or are awaiting the result of the test, on the dates of your stay (medical proof and test to be provided).
- You are domiciled in a confined area (proof of address to be provided) or Camping Le Floride is located in a confined area.
- The borders are closed.
- General quarantine and confinement.

=> **Reimbursement of your stay.**

=> **Or refund of missed nights if you arrive after your original arrival date or if you have to leave before your original departure date.**

### \* INTERRUPTION OF STAY :

Taking effect	Expiry of the guarantee
The day of your arrival at Camping le Floride for the stay in question	The day of your departure from Camping Le Floride for the stay in question

### The beneficiaries:

Are considered as beneficiaries, the participants present and declared on the stay at SAS Camping Le Floride.

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

Following a departure for accident or medical reasons (non-existent at the time of booking) of one of the participants making it impossible to continue the stay, we will reimburse you for the unused nights at the rate paid from the night following the date of early return.

Similarly, if a member of your family who is not participating in the trip suffers from a serious illness, serious bodily injury or death, and as a result you have to interrupt your stay, we will reimburse you for the unused nights at the rate paid from the night following the date of early return.

We will also intervene in the event of theft, serious fire, explosion or water damage, or damage caused by the forces of nature to your business or private premises and which imperatively require your presence to take the necessary protective measures, we will reimburse you for the nights not consumed at the rate paid as from the night following the date of early return.

### What we exclude:

In addition to the exclusions provided for in the general conditions, we do not guarantee interruptions due to:

- Aesthetic treatment, a cure, voluntary interruption of pregnancy, in-vitro fertilisation and its consequences.
- A mental or depressive illness without hospitalisation of less than three days.

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

You must provide us with the following information before your departure, or as soon as possible:

- In the event of illness or accident, a medical certificate and/or an administrative hospitalisation form specifying the origin, nature, seriousness and foreseeable consequences of the illness or accident.
- In the event of death, a certificate and civil status form.
- In other cases, any supporting documents.