

**SUMMARY OF THE COVERAGE OFFERED BY NEEDHELP
FOR OUR USERS**

Updated on June 7, 2021

As our users, customers ('posters') and service providers ('jobbers') will certainly know, we offer insurance cover for work posted on the platform, and this document will summarize what this coverage entails.

There are three levels of cover for users: the 'Satisfied or Redone' guarantee, Professional indemnity insurance/a 10-year building warranty taken out by each Professional jobber in order to carry out their work, and the multi-risk insurance taken out with AXA by the platform which acts as a 'second line defense' in addition to or in the absence of the jobbers' own insurance.

I. The 'Satisfied or Redone' Guarantee by NeedHelp

This guarantee handles instances of customer dissatisfaction towards the fitting or proven defects that occurred in performing the task itself (e.g. a problem with a kitchen fitting or a problem with a furniture assembly).

In order to offer complete coverage, we offer this service to correspond to the work that the jobber should have correctly performed, but with which you are not satisfied.

The jobber can always decide to repair these errors themselves.

Otherwise, we will take over and help you to finance completion of the service that had not been correctly performed by the jobber, for example by calling out another jobber. For more information, please see below the terms and conditions for filing a claim (including the date on which to file a claim).

To ensure correct monitoring, we ask that you inform us of your complaint by completing the online form provided for this purpose (or [click on this link](#)). Any other complaint channel will not be considered. If the jobber offers you an arrangement directly, you must nonetheless **declare the damage within the applicable time periods**, then tell us to file the request away if you find the arrangement suitable.

This service is not an acknowledgment of liability on the part of the platform within the context of the jobber performing the Service. Rather, it is a commercial offer to help you finalize your requirements in the following manner:

- By sending you a second jobber (known as the 'expert') in order to record the defects or flaws to correct. The latter will draw up an estimate and we will assess whether there is reason to take care of the additional part that you had not paid the first jobber for, **which is why you should not pay the jobber before completion of the works!**
- By potentially financing the repurchase (second purchase or replacement) of the provisions or materials necessary for fulfilling/completing the requirement. **These**

provisions or materials must fall WITHIN THE SCOPE of the service provided. We will not be responsible for tools or other elements that do not fall within the scope of the service provided.

However, we would like to inform you that a list of exclusions is included in Chapter III of the terms of coverage and **we invite you to check these in order to fully understand what our coverage offers you.** As an example, the following are not included in the NeedHelp 'Satisfied or Redone' guarantee:

- **All claims declared over 7 days after the job completion;**
- All claims pertaining to specific work, and **falling within the scope of the local equivalent of the French SPINETTA law of 1978, for which a Jobber needs a 10-year guarantee** (plumbing, electricity, tiling, structural works/load-bearing walls, windows and anything that may endanger the nature of the building, such as the integrity or watertightness);
- All claims pertaining to details that are not mentioned in the task description posted on the website;
- All claims for which the poster (customer) has already, through their own initiative, had a third party work on the repairs; or
- All claims for which the poster has given erroneous orders/instructions/plans to the jobber.

We advise that you check the detailed terms and conditions of this guarantee and in particular the 'Exclusions' section: <https://static.needhelp.fr/doc/CONDITIONS-GENERALES-SATISFAIT-OU-REFAIT.pdf>

II. AXA Multi-risk insurance

This is the insurance contract taken out by NeedHelp with AXA to cover the jobbers against all damages, including in the event of damage caused to others (and therefore to customers). This is why it's called 'Multi-risk'!

Please note: the Multi-risk insurance policy covers jobbers - as private professionals - who do not have insurance (i.e. a lack of insurance) or in addition to their respective insurance policies.

a) Civil liability coverage

This is the coverage that the customers will benefit from when the jobber has caused collateral, material, bodily or intangible damage as a result of or during the performance of their task, for example: *'while fitting shelves, the jobber damaged the other side of the wall'*. We remind you here that in this case the jobber is the Insured party (whether insured through their own insurer or the website's insurer), although the effects of the insurance contract will benefit the customers, who are third parties to the insurance contract taken out by the jobber or the Platform.

The Insurer is only obliged to intervene once the victim of the damages has filed a complaint. Consequently, a report will be required and this is why we ask you to file your claim declaration using the dedicated online form, available to you via the website (or [by clicking on this link](#)).

For the case to be handled, the damages must be attributable to the jobber, and the 'material nature of the facts' must be reported. To this end, the jobber must confirm that they participated in the occurrence of the accident, or send us testimony from a person (other than the customer) who can attest to the occurrence of the damages. An official 'CERFA' document is available for this purpose on the French government's website ([or click on this link](#)), which must be accompanied by the witness' identity document.

Please note: As per French law, it falls to the victim (customer) to report proof of the damage they suffered (Art. 1353 of the French Civil Code).

The extent of the law with regard to compensation is then studied by our insurer, who will compensate you in accordance with your supporting statements or decide to limit the compensation to a certain amount (for example, by applying a depreciation variable), as per the coverage limit.

Our insurer will make all necessary decisions, unless you decide to have your own insurer intervene (for home insurance, legal protection, defense or appeal, etc.) so that the latter can represent your interests within the context of an expert's report with regard to damages OR an expert medical report (in the event of bodily harm).

This coverage is time limited, and only covers damages **the cause of which occurred DURING THE SERVICE PROVIDED** or as a result of such.

If your damage appears two weeks after completion of the service provided, you must provide proof that the cause emerged while the service was being provided. For this reason, we advise that you have your insurer intervene, who should organize an expert's appraisal meeting involving all parties.

Excess:

The AXA insurance contract includes an excess of 50 euro for compensation of material damages. This excess will therefore be payable by the customer in the event of a claim.

b) Personal accident coverage

Our insurer offers jobbers personal accident coverage in the event that following a task undertaken through the platform, an accident occurs that leads to bodily harm.

Compensation is anticipated for jobbers who have:

- Medical fees remaining after involvement from social security bodies, namely the jobber's mandatory and any additional social security schemes;
- Daily compensation in the event of non-reimbursed loss of earnings with a minimum leave of absence of 7 days unpaid;
- Compensation in the event of permanent disability (known as 'permanent functional impairment') if the degree of impairment determined after a medical examination is at least equal to 20%; or
- A death benefit paid out to the appointed recipients (the beneficiaries appointed by the deceased) in the event that the jobber passes away following a task performed through the NeedHelp platform.

Any bestowal of the compensation described above may be subject to a medico-legal examination requested by the insurer. You may decide to have your own medical expert accompany you by asking your personal insurer for help.



Please note: In any event, the insurer's coverage will be limited to the contractual exclusions listed in the general terms and conditions. You are hereby informed that all damages resulting from works described in the [SPINETTA law](#) are excluded, as they are subject to a legal obligation for all service providers who carry out these works to have insurance in place. These service providers must provide proof of a 10-year building warranty. Please select your jobber carefully!

We invite you to check the exclusions list available [on our website](#).