



MEETCH CONTRACT No. 5500345093, No. 5500345094, No. 5500345095 MEETCH SNOW GUARANTEE
CONTRACT No. 550340900



INFORMATION NOTICE



HOW TO CONTACT OUR MEETCH INSURANCE DEPARTMENT

15 rue des halles - 75001 PARIS

Monday to Friday from 9:00 a.m. to 12:00 p.m. and from 2:00 p.m. to 4:30 p.m.

Please report your claim at:

<https://nomducamping.remboisement.travel.upcover.fr>

If you encounter any difficulties, please use one of the two contact methods below to ensure that your claim is processed as quickly as possible:

- **by email:** contact@meetch.io
- **by post:** MIMAT – 15 rue des Halles, 75001 Paris

Please have the following information to hand when you call:

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

During your first call, you will be given an insurance file number. Please quote this number whenever you contact our Insurance Department.



COVERAGE TABLE

INSURANCE COVERAGE	MAXIMUM
1 / CANCELLATION ✓ Cancellation for medical reasons Including: <ul style="list-style-type: none">- Cancellation due to illness declared in the month preceding departure in the event of an epidemic or pandemic ✓ Cancellation for any unforeseen reason ✓ Cancellation due to lack of or excess snow Including: <ul style="list-style-type: none">- Cancellation- Postponement costs- Impossible access to the resort	10,000€ per person, limited to 40,000€ per stay €€10,000 per person, limited to €40,000 per stay €€10,000 per person, limited to €40,000 per stay Intervention threshold: 2 consecutive days of closure within 5 days prior to departure Postponement costs of 5% of the trip price (€150/maximum accommodation) 40,€ /file 1 day pro rata to the total amount of services Threshold for intervention: 5 consecutive hours of closure of access to the resort
2 / INTERRUPTION OF STAY COSTS (in the event of early return) ✓ Refund of unused land services pro rata temporis (transport not included) (B)	£10,000€/person



ARTICLE 1 – DEFINITIONS AND SCOPE OF APPLICATION

We, the Insurer

LA CAISSE MEUSIENNE D'ASSURANCES MUTUELLES (CMAM)

A mutual insurance company with variable contributions against accidents and other miscellaneous risks. A private company governed by the Insurance Code. Registered office located at 22 rue Nève, C.S. 40056 – BAR LE DUC CEDEX, ACPR approval number 04170403, SIREN number 311 765 305, represented by its legal representatives

Hereinafter referred to as the "Insurer"

Serious bodily injury

Sudden deterioration in health resulting from the sudden action of an external cause not intentional on the part of the victim, as determined by a competent medical authority, leading to the prescription of medication for the patient and involving the cessation of all professional or other activities.

Attack

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 through intimidation and terror, and which is covered by the media. This "attack" must be recorded by the French Ministry of Foreign Affairs or the Ministry of the Interior. If several attacks take place on the same day, in the same country, and if the authorities consider them to be a single coordinated action, this event will be considered as a single event.

Beneficiary

A natural person or group duly insured under this contract and referred to hereinafter as "you".

Injury

A sudden deterioration in health resulting from the sudden action of an external cause that was not intentional on the part of the victim, as determined by a competent medical authority.

Natural disaster

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

COM

COM refers to the Overseas Collectivities, namely French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Saint Martin and Saint Barthélemy.

Guaranteed travel

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

Domicile

Your domicile is considered to be your main and usual place of residence in France, the DOM-ROM COM and sui generis communities or in Europe. In the event of a dispute, your tax domicile shall be considered your domicile.



DOM-ROM, COM and sui generis communities

Guadeloupe; Martinique, French Guiana, Réunion, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint Martin, Saint Barthélemy, New Caledonia.

DROM

DROM refers to the Overseas Departments and Regions, namely Guadeloupe, Martinique, French Guiana, Réunion and Mayotte.

Duration of cover

- The "Cancellation" cover takes effect on the day you take out the insurance policy and expires on the day you depart on your trip.
- The period of validity of the other coverages corresponds to the dates of the trip indicated on the invoice issued by the tour operator, with a maximum duration of 90 consecutive days.

Epidemic

Abnormally high incidence of a disease during a given period and in a given region.

European Economic Area (EEA)

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

Abroad

Tours outside your country of residence.

Europe

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

Events covered by insurance

Depending on the products taken out:

- ✓ Cancellation
- ✓ Interruption of stay

Provision of benefits

The benefits covered by this agreement may only be activated with the prior agreement of CMAM. Consequently, no expenses incurred by the Beneficiaries without prior authorisation may be reimbursed by CMAM.

Excess

The portion of the claim that the Beneficiary is responsible for paying under the contract in the event of compensation following a claim. The excess may be expressed as an amount, a percentage, a number of days, hours or kilometres.

Group

All participants listed on the same travel registration form.

Long-haul:

"Long-haul" refers to trips to countries not listed in the definition of

"Medium-haul"

**Illness**

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

Serious illness

Sudden and unforeseeable deterioration in health as certified by a competent medical authority, resulting in the prescription of medication for the patient and requiring the cessation of all professional or other activities.

Maximum per event

In the event that the cover is exercised in favour of several insured parties who are victims of the same event and insured under the same specific conditions, the insurer's cover shall in any event be limited to the maximum amount provided for under this cover, regardless of the number of victims. Consequently, compensation shall be reduced and paid in proportion to the number of victims.

Family members

Your legal or common-law spouse or any person bound to you by a civil partnership, your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers, sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must be resident in the same country as you, unless otherwise stipulated in the contract.

Medium-haul:

"Medium-haul" refers to trips to Europe and North African countries.

We organise

We take the necessary steps to give you access to the service.

We cover

We finance the service.

Nullity

Any fraud, falsification, misrepresentation or false testimony that may trigger the guarantees provided for in the agreement shall render our commitments null and void and forfeit the rights provided for in said agreement.

Pandemic

An epidemic that spreads over a large area, crossing borders, and is classified as a pandemic by the World Health Organisation (WHO) and/or by the competent local public authorities of the country where the disaster occurred.

Quarantine

Isolation of a person, in the event of suspected or confirmed illness, decided by a competent local authority, with a view to avoiding the risk of spreading the said illness in the context of an epidemic or pandemic.

Claim

A random event that triggers the coverage provided by this contract.

Territoriality

Worldwide.



ARTICLE 2 – DESCRIPTION OF INSURANCE COVERAGE

1/ CANCELLATION FOR ALL FORTUITOUS CAUSES

CANCELLATION FOR MEDICAL REASONS

Coverage is provided for the reasons and circumstances listed below, to the exclusion of all others, within the limits indicated in the Table of Coverage:

- **Serious illness (including serious illness following an epidemic or pandemic declared within 30 days prior to departure), serious bodily injury or death, including the consequences, sequelae, complications or aggravation of an illness or accident, diagnosed prior to the start of your trip, affecting:**

- ☐ yourself, your spouse or common-law partner, your ascendants or descendants (of any degree), your guardian or any person usually living under your roof, your brothers and sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law,
your professional replacement designated at the time of subscription,
the person designated at the time of taking out this policy, responsible during your trip for looking after or accompanying your minor children or disabled person living under your roof on holiday, provided that they are hospitalised for more than 48 hours or die.

- **Pregnancy complications up to the 32nd week.**

- ✓ and which result in the complete cessation of all professional or other activities, provided that at the time of departure you are not more than 6 months pregnant or,
✓ if the nature of the trip is incompatible with pregnancy, provided that you were not aware of your condition at the time of booking.

It is your responsibility to establish the reality of the situation giving rise to our benefits, and we therefore reserve the right to refuse your claim, on the advice of our doctors, if the information provided does not prove the materiality of the facts.

CANCELLATION FOR ANY REASON

Coverage is provided for the reasons and circumstances listed below, to the exclusion of all others, within the limits indicated in the Table of Coverages:

- **Serious material damage** requiring your presence on the day of departure to take the necessary protective measures, following a fire, water damage or natural events affecting your private or professional premises.
- **Theft from private or professional premises**, requiring your presence on the day of departure, provided that it occurred within 48 hours prior to departure.
- **Your appointment for an organ transplant**, on a date during your planned trip, provided that the appointment was not known at the time of taking out the Contract.
- **A contraindication to vaccination**, the effects of vaccination, or a medical inability to undergo preventive treatment necessary for your chosen travel destination, or in connection with your vaccination passport.
- **Serious damage to your vehicle** occurring within 96 hours prior to departure, and to the extent that it can no longer be used to travel to your place of stay/point of departure.



- **An accident or breakdown of your means of transport** during your pre-transport, resulting in a delay of more than two hours, causing you to miss your booked flight for your departure, provided that you have made arrangements to arrive at the airport at least 2 hours before the boarding deadline.
- **Your redundancy** or that of your spouse or civil partner, provided that the procedure had not been initiated on the date of taking out this Contract and/or that you were not aware of the date of the event at the time of taking out the contract.
- **Obtaining salaried employment or a paid internship**, taking effect before or during the dates planned for your trip, while you were registered with Pôle Emploi, provided that this does not involve an extension, renewal or change of contract type, or an assignment provided by a temporary employment agency.
- **Your summons of an imperative, unforeseeable and non-postponable nature** by an administrative authority on a date falling during the planned trip, provided that the summons was not known at the time of taking out the Contract.
- **Your summons**, on a date falling during your trip, **to a university resit examination**, provided that the failure of the examination was not known at the time of taking out this Contract.
- **The refusal of a tourist visa** by the authorities of the country chosen for your trip, provided that you have not submitted any application that has been refused by these authorities during a previous trip, that your efforts have enabled them to take a position prior to your trip, and provided that you comply with the requirements of the administrative authorities of that country.
- **Your professional transfer**, not disciplinary, imposed by your employer, requiring you to move, provided that the transfer was not known at the time of taking out the Contract. This cover is granted to salaried employees, **excluding members of the liberal professions, managers, legal representatives of companies, self-employed persons, craftsmen and intermittent workers in the entertainment industry.**
- **The cancellation or modification of your paid leave dates by your employer.** This cover is granted to salaried employees, **excluding members of the liberal professions, managers, legal representatives of companies, self-employed workers, craftsmen and intermittent workers in the entertainment industry.** This leave, which is an acquired right, must have been agreed in writing by the employer prior to taking out the Contract.
- **Your appointment for the adoption of a child** during the period of your insured stay, provided that the appointment was not known at the time of taking out the Contract.
- **Your appointment for in vitro fertilisation** during the period of your insured stay, provided that the appointment was not known at the time of taking out the Contract.
- **Cancellation due to the separation of a married couple**, civil partners or cohabiting partners: this cover is only provided upon presentation of legal and administrative documents proving the actual nature of the separation or cohabitation in the case of cohabiting partners (divorce proceedings, termination of civil partnership, any documents proving the couple's cohabitation, EDF GDF bills, TELECOM bills, joint bank accounts, joint tax returns, etc.).
- **Theft, within 48 hours prior to your departure, of your identity documents** (passport, identity card) **essential for crossing the borders planned** during your trip, provided that a declaration of theft has been made to the nearest police authorities as soon as the theft is discovered.
- A riot, attack, act of terrorism, pollution following an industrial accident or an epidemic or natural disaster occurring in France.



You are covered by the guarantee when both of the following conditions are met:

- The event has caused material damage and bodily injury in the destination city or cities of your trip or within a 50 km radius of the holiday resort.
- Your departure date is scheduled to be less than 30 days after the event and no event of the same nature has occurred in the area concerned in the 30 days prior to taking out the policy, which must occur after the policy has been taken out.

- A transport strike, provided that it takes place in France, that notice was given 48 hours before the start of the holiday and that the Insured has no other means of transport enabling them to reach their holiday destination.

- **Cancellation due to lack of or excessive snowfall**

PLEASE NOTE: This cover only applies between 1 December and 1 May of the following year.

We will reimburse you for the cancellation fees charged by your travel agency in accordance with its general terms and conditions of sale and within the limits indicated in the Table of Guarantees, when you are forced to cancel or abandon your stay within 5 days prior to the contractual start date of your rental or stay due to a lack of or excess snow. This cover can only be taken into account on the basis of a snow report published by a body authorised to issue such reports, concerning the resort itself if it is a member, or if it is not, the nearest resort as the crow flies. A lack of snow or excessive snowfall in the winter sports resort where the rental is located will be established if, within 5 days prior to the scheduled start date of the rental, more than 2/3 of the slopes in the ski area of the resort in question are closed according to the aforementioned snow report for 48 consecutive hours.

The guarantee may also cover ski lessons provided by a ski school if these cannot take place due to a lack of snow on the slopes operated by these ski schools. Proof from the ski school will be required.

The guarantee is only applicable to resorts located at an altitude of over 1,500 metres.

- **Postponement costs due to lack of or excessive snow**

In the event of lack of or excess snow, if you prefer to postpone your stay, we will cover the postponement costs charged by the trip organiser (tour operator, airline, etc.), provided that the amount of this compensation does not exceed the amount of the cancellation fees payable on the date of the incident and within the limits indicated in the Table of Cover.

- **Impossible access to the resort**

If you are unable to reach your destination due to adverse weather conditions resulting in the closure of all roads and railways for more than 5 hours by the competent authorities, we will reimburse you, upon presentation of supporting documents, for the hotel costs incurred to rehouse you while you wait to reach your original destination. This compensation is calculated on a pro rata basis of the price of your initial stay, up to a limit of one day's rental, but may not exceed the amount specified in the Table of Guaranteed Amounts in the event of cancellation due to "lack of or excess snow".

The cover is also available to you, within the limits indicated in the Table of Cover, for **any other unforeseeable event, whatever it may be, constituting an immediate, real and serious obstacle** preventing you from travelling.



departure and/or the performance of the activities planned during your stay. A fortuitous event is defined as any sudden, unforeseeable circumstance beyond the control of the insured person that justifies the cancellation of the trip. The fortuitous event must have a direct causal link with the inability to travel.

AMOUNT OF COVER

The compensation paid under this Contract may not exceed the price of the trip declared when this Contract was taken out and within the limits set out in the Table of Cover.

We will reimburse you for the amount of the cancellation fees charged in accordance with the cancellation scale listed in the travel agency's terms and conditions. Administrative fees, tips, visa fees, tourist taxes and the premium paid in exchange for taking out this contract are non-refundable.

HOW LONG DO YOU HAVE TO REPORT THE CLAIM?

Two steps

1/ As soon as the illness first appears or as soon as you become aware of the event giving rise to the cover, you must **IMMEDIATELY** notify **your travel agency**.

If you subsequently cancel the trip with your travel agency, we will only reimburse you for cancellation fees from the date of the contraindication noted by a competent authority, in accordance with the cancellation scale set out in the travel agency's special terms and conditions of sale.

2/ You must also report the claim to **MEETCH, a subsidiary of PHENOMEN** - <https://nomducamping.remboursement.travel.upcover.fr> - 15 rue des Halles - 75001 Paris, within five working days of the event giving rise to the claim.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your written claim must be accompanied by:

- in the event of illness or accident, a medical certificate and/or an administrative hospitalisation report specifying the origin, nature, severity and foreseeable consequences of the illness or accident,
- in the event of death, a certificate and civil status form,
- in other cases, any defendant justifying the reason for your cancellation.



You must provide MEETCH with the medical documents and information necessary to review your case.

If you do not have these documents or information, you must obtain them from your attending physician and send them to MEETCH. You must also provide any information or documents requested to justify the reason for your cancellation.

Furthermore, it is expressly agreed that you accept in advance the principle of a check-up by our medical adviser. Therefore, if you object to this without legitimate reason, you will lose your rights to cover.

WHAT WE EXCLUDE

The Cancellation cover does not cover the inability to travel due to border closures, logistical issues, accommodation conditions or safety conditions at the destination.

In addition to the exclusions common to all coverages, the following are also excluded:

- ◆ An event, illness or accident that was first diagnosed, relapsed, worsened or required hospitalisation between the date of purchase of the trip and the date of subscription to the insurance policy.
- ◆ Any circumstance that merely detracts from enjoyment,
- ◆ Pregnancy, including complications beyond the 32nd week and, in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and its consequences,
- ◆ Failure to vaccinate,
- ◆ Any failure, including financial failure, on the part of the carrier, making it impossible for them to fulfil their contractual obligations,
- ◆ Any medical event whose diagnosis, symptoms or cause are of a mental, psychological or psychiatric nature and which did not result in hospitalisation for more than 3 consecutive days after the subscription of this Contract,
- ◆ Pollution, the local health situation, natural disasters subject to the procedure referred to in Law No. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events or climatic events,
- ◆ The consequences of criminal proceedings against you,
- ◆ Any other event occurring between the date of subscription to the insurance contract and the date of departure of your trip
- ◆ Any event occurring between the date of booking the trip and the date of taking out the insurance policy.
- ◆ The absence of risk,
- ◆ An intentional and/or reprehensible act under the law, The consequences of alcohol intoxication and the consumption of drugs, any narcotic substance mentioned in the Public Health Code, of medicines and treatments not prescribed by a doctor,
- ◆ Simply because the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- ◆ Due to negligence on your part,
- ◆ Any event for which the travel agency may be held liable under the Tourism Code in force,
- ◆ Failure to present, for any reason whatsoever, documents essential for the trip, such as a passport, identity card, visa, transport tickets, vaccination certificate, except in the event of theft of the passport or identity card within 48 hours prior to departure.



2/ CANCELLATION FEES

Following the interruption of your stay, we will reimburse you and your family members who are members or a member accompanying you under this contract for the costs of stays already paid for and not used (excluding transport) on a pro rata basis, starting from the night following the event causing the interruption of the stay.

Similarly, if a member of your family who is not participating in the trip suffers from a serious illness, a serious physical accident or death, and as a result, you have to interrupt your stay, we will reimburse you and your family members who are members or a person accompanying you, on a pro rata basis, for the costs of the stay already paid for and not used (excluding transport) from the night following the date of early return.

We also intervene in the event of theft, serious damage caused by fire, explosion, water damage or natural forces to your business or private premises, requiring your presence to take the necessary protective measures. We will reimburse you and your family members who are members or a person accompanying you, on a pro rata basis, for the cost of accommodation already paid for and not used (excluding transport) from the night following the date of early return.

Please report your claim at: <https://claim.meetch.io/fr/login>

WHAT WE EXCLUDE

In addition to the exclusions common to all coverages, the following are also excluded:

- ◆ Requests for reimbursement of transport tickets,
- ◆ Requests for reimbursement of services not listed on the travel registration form and therefore not guaranteed (even if these services are purchased from the organiser's local representative of the organiser on site),
- ◆ Interruptions to the trip where the event causing the interruption was known before the trip began.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to **MEETCH, a subsidiary of PHENOMEN, 15 rue des Halles, 75001 Paris**, within five working days of becoming aware of it, except in cases of unforeseeable circumstances or force majeure. After this period, if we suffer a loss as a result of the late report, you will lose all rights to compensation.

You must send us all the documents necessary to compile the file and thus prove the validity and amount of the claim.

In all cases, you must provide:

- the original detailed invoices from the tour operator showing the land and transport services provided,
- The travel registration invoice or the agency's registration form,
- The certificate or supporting document from the assistance provider confirming the date of repatriation or early return and the reason for it,
- Any other document we deem necessary for the investigation of the case.

Without the necessary medical information being provided to our medical adviser, the claim cannot be settled.



ARTICLE 3 - GENERAL EXCLUSIONS

We will not intervene in the following cases:

- ◆ Services that were not requested during the trip or that were not organised by us, or in agreement with us, do not entitle you to a refund or compensation after the event.
- ◆ Meal and hotel expenses, except those specified in the terms and conditions of cover.
- ◆ Damage caused intentionally by the Beneficiary and damage resulting from their participation in a crime, offence or brawl, except in cases of self-defence.
- ◆ The amount of convictions and their consequences.
- ◆ The use of narcotics or drugs not prescribed by a doctor,
- ◆ Alcohol intoxication,
- ◆ Customs fees,
- ◆ Participation as a competitor in a competitive sport or rally entitling the participant to a national or international ranking, organised by a sports federation for which a licence is issued, as well as training for these competitions,
- ◆ The professional practice of any sport,
- ◆ Participation in competitions or endurance or speed events and their preparatory trials, aboard any land, water or air vehicle,
- ◆ The consequences of non-compliance with recognised safety rules relating to the practice of any recreational sporting activity,
- ◆ Expenses incurred after the return from the trip or the expiry of the cover,
- ◆ Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motor vehicle used), air sports, high-altitude mountaineering, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports involving international, national or regional rankings,
- ◆ Deliberate failure to comply with the regulations of the country visited or participation in activities not authorised by the local authorities,
- ◆ Official prohibitions, seizures or constraints by law enforcement authorities,
- ◆ Use by the Beneficiary of aircraft navigation devices,
- ◆ Use of military equipment, explosives and firearms,
- ◆ Damage resulting from intentional or fraudulent misconduct on the part of the Beneficiary in accordance with Article L.113-1 of the Insurance Code,
- ◆ Suicide and attempted suicide,
- ◆ Epidemics and pandemics, unless otherwise stipulated in the cover, pollution, natural disasters,
- ◆ Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- ◆ The disintegration of the atomic nucleus or any radiation from a source of energy of a radioactive nature.

The Insurer shall in no event be held liable for any failure or delay in the performance of its obligations resulting from force majeure or events such as civil or foreign war, riots or popular movements, lockouts, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions



or other cataclysms, atomic disintegration, explosions of devices and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences.

ARTICLE 4 – CLAIMS PROCESSING

In the event of disagreement or dissatisfaction with the implementation of your contract, please notify MEETCH by writing to reclamation@meetch.io or by writing to MEETCH – Service Réclamations – 15 rue des halles - 75001 PARIS for the insurance policies listed below:

- ✓ Cancellation
- ✓ Trip interruption costs

If you are not satisfied with the response you receive, you can write to:

CMAM
Complaints Department 22 rue
Nève, C.S. 40056 BAR LE DUC
CEDEX

CMAM undertakes to acknowledge receipt of your letter within 15 working days. It will be processed within two months at the latest.

If the disagreement persists, you can refer the matter to the Insurance Mediation Service by post at:

La Médiation de l'Assurance TSA 50110
75441 Paris Cedex 09

ARTICLE 5 – DATA COLLECTION

The Beneficiary acknowledges that they have been informed that the Insurer processes their personal data in accordance with the regulations on personal data protection in force and that, furthermore:

- answers to the questions asked are mandatory and that in the event of false statements or omissions, the consequences for the Beneficiary may be the nullity of the contract (Article L 113-8 of the Insurance Code) or a reduction in compensation (Article L 113-9 of the Insurance Code),

- The processing of personal data is necessary for the conclusion and performance of the contract and its guarantees, for the management of commercial and contractual relations, or for the implementation of legal, regulatory or administrative provisions in force.
- The data collected and processed is kept for the period necessary for the performance of the contract or legal obligation. This data is then archived in accordance with the periods provided for by the provisions relating to the statute of limitations.
- The recipients of the data concerning you are, within the limits of their powers, the Insurer's departments responsible for the conclusion, management and performance of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors and reinsurers in the course of their duties.



It may also be transmitted, where applicable, to professional bodies and to any persons involved in the contract, such as lawyers, experts, court officials and ministerial officers, curators, guardians and investigators.

Information concerning him may also be transmitted to the Subscriber, as well as to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and regulatory authorities and any public bodies authorised to receive such information, as well as to the departments responsible for supervision, such as auditors, auditors and internal control departments).

- As a financial institution, the Insurer is subject to legal obligations arising mainly from the Monetary and Financial Code with regard to the fight against money laundering and terrorist financing and, as such, it implements a contract monitoring process that may result in the drafting of a suspicious activity report or the freezing of assets.

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

- Their personal data may also be used in the context of insurance fraud prevention measures, which may, where applicable, lead to their inclusion on a list of individuals presenting a fraud risk.

This inclusion may result in a longer review of their file, or even a reduction or refusal of a right, benefit, contract or service offered.

In this context, personal data concerning him/her (or concerning persons who are parties to or interested in the contract) may be processed by any authorised persons working within the Insurer Group entities in the context of the fight against fraud. This data may also be intended for authorised personnel of organisations directly affected by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, court officers, ministerial officers; third-party organisations authorised by law and, where applicable, victims of fraud or their representatives).

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

For persons included on a list of suspected fraudsters, the data concerning them is deleted after a period of five (5) years from the date of inclusion on this list.

- In its capacity as an insurer, it is entitled to process data relating to offences, convictions and security measures either at the time of signing the contract, during its execution or in the context of litigation management.
- Personal data may also be used by the Insurer in the context of processing operations carried out for research and development purposes with a view to improving the quality or relevance of its future insurance and/or assistance products and service offerings.
- Personal data concerning the Beneficiary may be accessible to some of the Insurer's employees or service providers based in countries outside the European Union.
- The Beneficiary has the right to access, rectify, delete and object to the data processed, upon proof of identity. They also have the right to request that the use of their data be restricted when it is no longer necessary, or to retrieve the data they have provided in a structured format when it is necessary for the contract or when they have consented to the use of such data.



They have the right to define guidelines regarding the fate of their personal data after their death. These guidelines, whether general or specific, concern the storage, erasure and communication of their data after their death.

These rights may be exercised by contacting the Insurer's Data Protection Officer:

- by post: by writing to the following address: Data Protection Officer – CMAM - 22 rue Nève, C.S. 40056 – BAR LE DUC CEDEX

After submitting a request to the Data Protection Officer and not receiving a satisfactory response, the policyholder may refer the matter to the CNIL (Commission Nationale de l'Informatique et des Libertés).

ARTICLE 6 – SUBROGATION

CMAM is subrogated to the rights and actions of the Beneficiary, up to the amount of the compensation paid and the services provided by it, against any person responsible for the events that gave rise to its intervention. When the services provided in accordance with the agreement are covered in whole or in part by another company or institution, CMAM is subrogated to the rights and actions of the beneficiary against that company or institution.

ARTICLE 7 – LIMITATION PERIOD

Pursuant to Article L 114-1 of the Insurance Code, any action arising from this contract shall be time-barred two years after the event giving rise to it. This period is extended to ten years for death benefits, with the beneficiaries' actions being time-barred no later than thirty years after the event.

However, this period shall not run:

- in the event of reluctance, omission, false or inaccurate declaration regarding the risk incurred, from the date on which the Insurer became aware of it;
- in the event of a claim, only from the date on which the parties concerned became aware of it, if they can prove that they were unaware of it until then.

When the Insured's action against the Insurer is based on a third party's recourse, this limitation period shall only run from the date on which the third party brought legal action against the Insured or was compensated by the latter.

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

- the debtor's acknowledgement of the right of the person against whom it was prescribing (Article 2240 of the Civil Code);
- a legal action, even in summary proceedings, until the proceedings are terminated. The same applies when the action is brought before a court that lacks jurisdiction or when the referral to the court is annulled due to a procedural defect (Articles 2241 and 2242 of the Civil Code). The interruption is null and void if the claimant withdraws their claim or allows the proceedings to lapse, or if their claim is definitively rejected (Article 2243 of the Civil Code);
- a protective measure taken pursuant to the Code of Civil Enforcement Procedures or an act of enforcement (Article 2244 of the Civil Code).



It should be noted that:

The interpellation made to one of the joint and several debtors by a legal claim or by an act of enforcement or the recognition by the debtor of the right of the person against whom he was prescribing interrupts the limitation period against all the others, even against their heirs.

However, the interpellation made to one of the heirs of a joint debtor or the recognition of that heir does not interrupt the limitation period with regard to the other co-heirs, even in the case of a mortgage debt, if the obligation is divisible. Such interpellation or recognition interrupts the limitation period with regard to the other co-debtors only for the portion for which that heir is liable.

In order to interrupt the limitation period for the whole, with regard to the other co-debtors, a demand must be made to all the heirs of the deceased debtor or all these heirs must be recognised (Article 2245 of the Civil Code).

The interpellation made to the principal debtor or his acknowledgement interrupts the limitation period against the guarantor (Article 2246 of the Civil Code).

The limitation period may also be interrupted by:

- the appointment of an expert following a claim;
- the sending of a registered letter with acknowledgement of receipt (sent by the Insurer to the Insured in respect of the action for payment of the premium, and sent by the Insured to the Insurer in respect of the settlement of the claim).

ARTICLE 8 – SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Beneficiary concerning the determination and settlement of benefits shall be submitted by the most diligent party, failing amicable resolution, to the competent court of the beneficiary's place of residence in accordance with the provisions of Article R 114-1 of the Insurance Code.

ARTICLE 9 – FALSE DECLARATIONS

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

- Any concealment or intentionally false statement on your part will render the contract null and void. The premiums paid will remain our property and we will be entitled to demand payment of the premiums due, as provided for in Article L 113.8 of the Insurance Code.
- Any omission or inaccurate statement on your part, where bad faith has not been established, will result in the termination of the contract 10 days after notification sent to you by registered letter and/or the application of the reduction in compensation provided for in the Insurance Code, as set out in Article L 113.9.

ARTICLE 10 – SUPERVISORY AUTHORITY

The authority responsible for supervising CMAM is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) – 4, place de Budapest – CS 92 459 – 75 436 Paris Cedex 9.