# Travel Insurance Insurance product information document

Insurer: CMAM, Policy N°04170403 - Insurance company registered in France and governed by the French Insurance Code

# **Product: CAMPING CANCELLATION**

This document is a summary of the main features of the product. It does not reflect your specific needs and requirements. You will find complete information on this product in the pre-contractual and contractual documentation.

# What kind of insurance is this?

CAMPING CANCELLATION is an insurance contract whose purpose is to cover the Insured party on the occasion of and during his/her trip.



What is insured?

# ✓ CANCELLATION FOR MEDICAL REASONS

- Cancellation due to illness declared in the month prior to departure in the event of an epidemic or pandemic

- Cancellation for denied boarding due to body temperature reading

Up to €40,000 per claim

# CANCELLATION FOR ANY REASON

Up to €40,000 per claim

# ✓ INTERRUPTION OF STAY

Up to €10,000 per person



# What is not insured?

 The consequences of failure on part of the travel organiser,
 The consequences of the disintegration of the atomic nucleus or any irradiation from an energy source of a

radioactive nature,

The local health situation and natural disasters covered by the procedure set out in Law No. 82.600 of 13 July 1982, as well as their consequences, and meteorological or climatic events,



# Are there any exceptions to this policy?

The main exceptions to the policy are:

- Damage caused intentionally by the Insured party and damage resulting from his/her participation in a crime, misdemeanour, or brawl, except in the case of legitimate self-defence,
- The consequences of the use of narcotics or drugs not medically prescribed, and a state of alcoholic intoxication,
- Any event occurring between the date of booking the trip and the date of taking out the insurance policy.
- Epidemics and pandemics, unless otherwise stipulated in the cover,
- An event, an illness or an accident that has already been diagnosed, relapsed, aggravated, or caused hospitalisation between the date of booking the trip and the date of taking out the insurance policy,

Non-presentation, for any reason whatsoever, of documents essential to the trip, such as passport, identity card, visa, travel tickets, vaccination record, except in the event of theft of the passport or identity card within 48 hours prior to departure.





# Where am I covered?

#### The guarantees apply worldwide.

Generally speaking, countries in a state of civil or foreign war, notorious political instability, undergoing popular movements, riots, acts of terrorism, reprisals, restrictions on the free movement of people and goods (for whatever reason, notably health, security, meteorological, etc.) are excluded.



# What are my obligations?

#### - When taking out the policy

The Insured party must pay the premium.

The Insured party is required to answer accurately the questions asked by the Insurer, particularly in the declaration form, enabling the Insurer to assess the risks covered.

#### - When making a claim

The Insured party must declare his/her claim within 5 working days of becoming aware of the incident. The Insured party is required to provide the Insurer with all the supporting documents necessary for the implementation of the insurance policy and the assistance services provided for in the contract.



# When and how do I make the payments?

The premium is payable upon subscription of the contract, by any means of payment accepted by the travel agency.



# When does the policy start and finish?

#### Start of the policy

The "Cancellation" guarantees take effect on the day the present contract is taken out.

#### Right of withdrawal

In accordance with Article L112-10 of the French Insurance Code, the Insured party who takes out an insurance policy for nonprofessional purposes, if he/she can prove that he/she has previous cover for one of the risks covered by this new policy, may cancel this new policy, without charge or penalty, as long as it has not been fully executed or the Insured party has not called in any cover, and within a period of fourteen calendar days from the conclusion of the new policy.

#### End of the policy

The "Cancellation" guarantees expire on the day of departure for the trip (at the place where the organiser deems the outward journey begins).



How can I cancel the contract?

It is not possible to cancel this contract.

LA CAISSE MEUSIENNE D'ASSURANCES MUTUELLES - Société d'assurance à forme mutuelle à cotisations variables contre les accidents et autres risques divers. Entreprise privée régie par le code des assurances. Siège social situé 22 rue Nève, C.S. 40056 – BAR LE DUC CEDEX, numéro d'agrément ACPR 04170403, numéro SIREN 311 765 305.





# **INFORMATION NOTICE**

LA CAISSE MEUSIENNE D'ASSURANCES MUTUELLES - Mutual insurance company with variable contributions against accidents and other risks. Private company governed by the insurance code. Head office located at 22 rue Nève, C.S. 40056 - BAR LE DUC CEDEX, ACPR approval number 04170403, SIREN number 311 765 305.

Page 1 of 16





#### HOW TO CONTACT OUR MEETCH INSURANCE DEPARTMENT

15 rue des halles - 75001 PARIS

Monday to Friday, 9.00am to 12.00pm and 2.00pm to 4.30pm

We invite you to report your claim on :

https://claim.meetch.io/fr/login

If you have any problems, please use the two contact methods below to ensure that your case is dealt with as efficiently as possible:

- by e-mail: <u>contact@meetch.io</u>
- by post: MIMAT 15 rue des halles 75001 paris

Remember to gather the following information, which you will be asked to provide when you call:

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

On the first call, you will be given an insurance file number. Remember to quote this number whenever you contact our Insurance Department.





# TABLE OF GUARANTEES

INSURANCE GUARANTEES	CEILING
1 / CANCELLATION	
✓ Cancellation for medical reasons Of which :	
-Cancellation due to illness declared in the month prior to departure in the event of an epidemic or pandemic	10,000 per person, limited to €40,000 per stay
✓ Cancellation for all random causes	10,000 per person, limited to €40,000 per stay
2 / INTERRUPTION OF STAY FEES (in the event of early return)	10,000 per person
✓ Reimbursement of unused land services on a pro rata basis (excluding transport) (B)	





# **ARTICLE 1 - DEFINITIONS AND SCOPE**

We, the Insurer CAISSE MEUSIENNE D'ASSURANCES MUTUELLES (CMAM)

Mutual insurance company with variable contributions against accidents and other miscellaneous risks. A private company governed by the Insurance Code. Head 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: the "Insurer

### Serious bodily injury

Sudden deterioration in health resulting from the sudden action of an external cause unintentional on the part of the victim and certified by a competent medical authority, leading to the issue of a prescription for medication for the patient and involving the cessation of all professional or other activity.

### Attack

Any act of violence, constituting a criminal or illegal attack against persons and/or property in the country in which you are staying, aimed at seriously disturbing public order through intimidation and terror and which is covered by the media.

This "attack" must be registered 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 one and the same coordinated action, this event will be considered to be one and the same.

#### Beneficiary

Individual or group duly insured under this contract and referred to hereinafter as "you".

#### Injury

Sudden deterioration in health resulting from the sudden action of an external cause unintentional on the part of the victim and certified by a competent medical authority.

#### **Natural disasters**

Abnormal intensity of a natural agent not caused by 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 French Overseas Collectivities: French Polynesia, Saint-Pierre-et-Miquelon, Wallis and Futuna, Saint Martin and Saint Barthélemy.

#### **Guaranteed travel**

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

#### Home

Domicile is considered to be the principal and habitual place of residence in France, the French overseas departments and territories (DOM-ROM COM), sui generis collectivities or Europe. In the event of a dispute, the tax domicile constitutes the domicile.





## DOM-ROM, COM and sui generis local authorities

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

### DROM

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

#### **Duration of guarantees**

• Cancellation" cover takes effect on the day you take out the insurance contract and expires on the day you leave on your trip.

• The period of validity of the other guarantees corresponds to the dates of the stay indicated on the invoice issued by the tour operator, with a maximum duration of 90 consecutive days.

#### Epidemic

Abnormally high incidence of a disease over 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.

#### Foreign

Any country other than your country of residence.

#### Europe

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

#### **Events covered by insurance**

Depending on the products purchased :

- ✓ Cancellation
- ✓ Interruption of stay

#### Performance of services

The benefits covered by this agreement may only be activated with the prior agreement of CMAM. Consequently, no expense incurred by the Beneficiaries on their own authority may be reimbursed by CMAM.

#### Franchise

The proportion of the claim borne by the Beneficiary under the contract in the event of compensation following a claim. The excess may be expressed as an amount, a percentage, a day, an hour or a kilometre.

#### Group

All participants listed on the same travel registration form.

#### Long-haul :

Long-haul" refers to journeys to countries not listed in the "Medium-haul" definition.





#### Disease

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

#### Serious illness

Sudden and unforeseeable deterioration in health certified by a competent medical authority, leading to the issue of a prescription for medication and the cessation of all professional or other activities.

#### Maximum per event

Where cover is provided for several insured persons who are victims of the same event and who are insured under the same special conditions, the insurer's cover is in any event limited to the maximum amount provided for under this cover, whatever the number of victims. Consequently, compensation is reduced and paid in proportion to the number of victims.

#### **Family members**

Your legal or de facto spouse or any person linked to you by a civil union, 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 domiciled in the same country as you, unless otherwise stipulated in the contract.

#### Medium-haul :

Medium-haul" refers to journeys to Europe and the Maghreb countries.

#### We organise

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

#### We take care of

We finance the service.

#### Nullity

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

#### Pandemic

An epidemic that develops over a vast area, crossing borders and qualified 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 the person, in the event of suspected or confirmed illness, decided by a competent local authority, with a view to avoiding the risk of the said illness spreading in the context of an epidemic or pandemic.

#### Claims

An event of a random nature likely to trigger cover under this policy.

#### Territoriality

All over the world.





# **ARTICLE 2 - DESCRIPTION OF INSURANCE COVER**

# 1/ CANCELLATION FOR ANY RANDOM CAUSE

### **CANCELLATION FOR MEDICAL REASONS**

You are covered for the reasons and circumstances listed below to the exclusion of all others, up to the limit indicated in the Table of Benefits:

# • Serious illness (including serious illness following an epidemic or pandemic declared in the 30 days prior to departure), serious bodily accident or death, including the consequences, after-effects, complications or aggravation of an illness or accident, recorded before you booked your trip of :

- yourself, your legal or de facto spouse, your ascendants or descendants (any degree), your guardian or any person usually living under your roof,
  - your 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, fathers-in-law, mothers-in-law, law,

your professional replacement named at the time of subscription,

the person designated at the time of taking out this policy, who, during your trip, is responsible for looking after or accompanying on holiday your minor children, or the disabled person living under your roof, provided that they are hospitalised for more than 48 hours or die.

### • Pregnancy complications up to the 32nd week.

- ✓ and which result in the absolute cessation of all professional or other activity and provided that at the time of departure you are not more than 6 months pregnant or,
- ✓ if the very nature of the trip is incompatible with the state of 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 entitlement to our benefits. We therefore reserve the right to refuse your claim, on the advice of our doctors, if the information provided does not prove the reality of the facts.

# CANCELLATION FOR ANY REASON

You are covered for the reasons and circumstances listed below, to the exclusion of all others, up to the limit indicated in the Table of Benefits:

• Serious material damage requiring your presence on the day of departure to take the necessary precautionary measures, resulting from fire, water damage or natural elements and affecting your private or business premises.

• Theft from private or business premises requiring your presence on the day of departure, provided that it occurred in the 48 hours prior to departure.

• Your appointment for an organ transplant, on a date during the planned trip, provided that the appointment was not known at the time the Contract was taken out.

• A contraindication to vaccination, the consequences of vaccination, or medical impossibility of following a preventive treatment required for the destination chosen for your trip, or in connection with your vaccination passport.

• Serious damage to your vehicle occurring in the 96 hours prior to departure, and insofar as it can no longer be used to get you to your place of stay / your point of departure.





• An accident or breakdown of your means of transport during your pre-transportation, resulting in a delay of more than two hours, causes you to miss the flight booked 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 de jure or de facto spouse, provided that the redundancy procedure had not been initiated when you took out this policy and/or that you were not aware of the date of the event when you took out the policy. Cover is extended in the event that you obtain a contractual termination of employment.

• **Obtaining paid employment or a paid work placement**, starting before or during the dates scheduled for your trip, while you are registered with Pôle Emploi, provided that this is not a case of extension, renewal or modification of the type of contract or an assignment provided by a temporary employment agency.

• Your compulsory, unforeseeable summons, which cannot be postponed by an administration, to a date during the planned trip, provided that the summons was not known at the time the Contract was taken out.

• Your invitation to sit a university make-up exam on a date during your trip, provided that you were not aware that you had failed the exam when you took out this Contract.

• **Refusal of a tourist visa** by the authorities of the country chosen for your trip, provided that you have not submitted an application that was refused by these authorities on a previous trip, that your actions enabled them to take a position prior to your trip, and provided that you comply with the constraints required by the administrative authorities of this country.

• Your non-disciplinary professional transfer, imposed by your employer, obliging you to move and provided that the transfer was not known at the time the Contract was taken out. This cover is granted to salaried employees, excluding members of a liberal profession, managers, legal representatives of a company, self-employed workers, craftsmen and entertainers.

• Refusal, cancellation or change of the date of your paid leave by your employer. This cover is granted to salaried employees, excluding members of a liberal profession, managers, legal representatives of a company, self-employed workers, craftsmen and entertainers. In the specific case of cancellation or modification, this leave, which corresponds to an acquired right, must have been the subject of prior written agreement from the employer before taking out the Contract.

• Your summons to adopt a child during your insured stay, provided that the summons was not known at the time the Policy was taken out,

• Your summons to undergo in vitro fertilisation, during the period of your insured stay, provided that the summons was not known at the time the Policy was taken out.

• Cancellation due to the separation of a married or civil union couple, or a couple living in a known cohabiting relationship. This cover only applies on presentation of legal and administrative documents proving the real nature of the separation or of the cohabitation in the case of cohabitation (divorce proceedings, termination of the civil union contract, all documents proving the couple's cohabitation, EDF GDF and TELECOM bills, joint bank accounts, joint declaration, etc.).

• Theft, in the 48 hours prior to your departure, of your identity papers (passport, ID card) that are essential for crossing the border(s) during your trip, provided that a theft report has been made to the nearest police authorities as soon as the theft is known.

• A riot, an attack, an act of terrorism or piracy, pollution following an industrial accident or an epidemic zone or natural disasters occurring in France or at destination.





You are covered if both of the following conditions are met:

- The event resulted in damage to property or personal injury in the town or towns where you were travelling to or within a 100 km radius of the holiday destination.
- 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 area concerned in the 30 days prior to taking out the policy, and the event must occur after taking out the policy.
- Strike by carriers, transport company staff or spa centre staff

provided that the strike takes place in France, that 48 hours' notice is given before the start of the holiday and that the Insured has no other means of transport to get to the place of holiday. This cover is extended in the event of a major refinery strike making travel impossible.

• Cancellation of business events: Cancellation of the business meeting for which the service was booked. This cover applies in the following cases in particular:

Cancellation of the site for which the service has been booked Cancellation of the professional assignment for which the service was booked

- Cancellation of your stay in the event of administrative closure of the spa, provided that the stay is related to the service booked. We will also cover your cancellation in the event of refusal or withdrawal of social security cover for your annual cure.
- Theft of or serious damage to your caravan or motorhome, essential for the stay booked

Cover applies if the theft or damage was unknown at the time the insurance contract was taken out and made your stay impossible.

You are also covered, up to the limit indicated in the Table of Cover, for **any other random event**, **whatever it may be**, **constituting an immediate**, **real and serious obstacle**, preventing your departure and/or the exercise of the activities planned during your stay. Random event" means any sudden, unforeseeable circumstance beyond the control of the insured that justifies cancellation of the trip. The random event must have a direct causal link with the impossibility of leaving.

#### THE AMOUNT OF THE GUARANTEE

The indemnity paid under this Contract may under no circumstances exceed the price of the trip declared when taking out this Contract and within the limits set out in the Table of Benefits.

We will reimburse you the amount of the cancellation fees charged in accordance with the cancellation schedule listed in the travel agency's general terms and conditions.

Application fees, gratuities, visas, tourist taxes and the premium paid in return for taking out this contract are non-refundable.





## HOW LONG DO YOU HAVE TO REPORT A CLAIM?

#### Two stages

If you cancel the trip at a later date with your travel agent, we will only reimburse the cancellation fee from the date of the contraindication certified by a competent authority, in accordance with the cancellation scale shown in the travel agent's special conditions of sale.

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

2/ Secondly, you must declare the claim to **MEETCH**, a subsidiary of **PHENOMEN** - <u>https://claim.meetch.io/fr/login</u> - **15 rue des halles** - **75001 PARIS**, within five working days of the event giving rise to the guarantee.

# 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 hospitalisation record 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,
- in all other cases, a receipt justifying the reason for your cancellation.

You must provide MEETCH with the documents and medical information required to process your claim. If you do not have these documents or information, you must obtain them from your doctor and send them to MEETCH. You must also provide any information or documents requested in order to justify the reason for your cancellation.

It is also expressly agreed that you accept in advance the principle of an examination by our medical advisor. Consequently, if you object without a legitimate reason, you will lose your rights to cover. <u>WHAT</u> <u>WE EXCLUDE</u>

Cancellation cover does not cover the impossibility of leaving due to the closure of borders, material organisation, accommodation conditions or the safety of the destination.

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

- An event, illness or accident that is first diagnosed, relapses, worsens or results in hospitalisation between the date the holiday is purchased and the date the insurance policy is taken out, Any circumstance that is simply detrimental to enjoyment,
- Pregnancy, including complications beyond the 32nd week and in all cases, voluntary termination of
- pregnancy, childbirth, in vitro fertilisation and its consequences,
- Forgetting to vaccinate,
- Default of any kind, including financial default, on the part of the carrier, making it impossible to
- fulfil its contractual obligations,
- Any 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 subsequent to taking out this Policy,





- Pollution, the local health situation, natural disasters covered by the procedure set out in law no.
   82.600 of 13 July 1982 and their consequences, meteorological or climatic events,
   The consequences of criminal proceedings against you,
- Any other event occurring between the date of purchase of the insurance contract and the
- departure date of your trip.
- Any event occurring between the date of subscription to the trip and the date of subscription to the insurance contract.
- The absence of hazards,
- An intentional act and/or an act punishable by law, the consequences of alcoholism and the consumption of drugs, any narcotic substance mentioned in the Public Health Code, 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,
- An act of negligence on your part,
- Any event for which the travel agency may be held responsible in application of the Tourism Code in force,
- Non-presentation, for any reason whatsoever, of documents essential to the stay, such as passport, identity card, visa, travel tickets, vaccination booklet, except in the event of theft of the passport or identity card within 48 hours prior to departure.

# **2/ TRIP INTERRUPTION COSTS**

Following the interruption of your stay, we will reimburse you and the members of your family who are members or of a person who is a member under this contract and who is accompanying you, the accommodation costs already paid and not used (excluding transport) pro rata temporis, from the night following the event leading to the interruption of your stay.

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

We also intervene in the event of theft, serious fire damage, explosion, water damage or damage caused by the forces of nature to your professional or private premises, and requiring your presence in order to take the necessary precautionary measures, we will reimburse you and the members of your family who are members or one person accompanying you, pro rata temporis, the accommodation costs already paid and not used (transport not included) from the night following the date of early return.

We invite you to report your claim at: https://claim.meetch.io/fr/login WHAT WE

#### EXCLUDE

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



- Claims for reimbursement of transport tickets,
- Requests for reimbursement of services not included on the travel registration form and therefore not guaranteed (even if these services are purchased from the organiser's local representative),





Interruptions to the stay where the cause was known before the start of the trip





# WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must declare 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 the event of unforeseen circumstances or force majeure. After this deadline, if we suffer any loss as a result of the late declaration, you will lose all rights to compensation.

You will need to send us all the documents we need to build up the case and prove the validity and amount of the claim.

In all cases, you will need to provide :

- original itemised invoices from the tour operator showing land and transport services,
- The invoice for the trip or the agency's registration form,
- The certificate or proof from the Insurer confirming the date of repatriation or early return and the reason for it, Any other document that we deem necessary for the investigation of the case.

If you do not provide our medical advisor with the medical information required for the investigation, the case cannot be settled.

# **ARTICLE 3 - GENERAL EXCLUSIONS**

We do not intervene in this case:

- Services which have not been requested during the journey or which have not been organised by us or in agreement with us do not give entitlement to a refund or compensation after the event, Catering and hotel expenses, except those specified in the text of cover,
- Damage caused intentionally by the Beneficiary and damage resulting from his/her participation
- in a crime, misdemeanour or brawl, except in the case of legitimate self-defence,
- The amount of convictions and their consequences,
- Use of narcotics or drugs not prescribed by a doctor, Impaired
- alcohol consumption,
- Customs duties,
- Participation as a competitor in a competitive sport or in a rally giving entitlement to a national or international ranking which is organised by a sports federation for which a licence has been issued, as well as training with a view to these competitions,
- Professional practice of any sport,
- Taking part in endurance or speed competitions or events and their preparatory tests, on board any land, water or air vehicle,
- The consequences of non-compliance with the recognised safety rules associated with the practice of any leisure sporting activity,
- Expenses incurred after return from the trip or expiry of the guarantee,
- Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (whatever the motor vehicle used), aerial sports, high mountain climbing, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, potholing, snow sports with an international, national or regional ranking,

Deliberate non-compliance with the regulations of the country visited or the practice of activities that are not permitted in that country.





authorised by the local authorities,

- The use by the Beneficiary of air navigation equipment, The use of devices of
- war, explosives and firearms,
- Damage resulting from intentional or reckless misconduct on the part of the Beneficiary in
- accordance with Article L.113-1 of the French Insurance Code,
- Suicide and attempted suicide,
- Fpidemics and pandemics, unless otherwise stipulated in the cover, pollution and natural disasters,
- 🔶 Civil or foreign war, riots, strikes, civil commotion, acts of terrorism, hostage-taking,
- The disintegration of the atomic nucleus or any irradiation from a radioactive energy source.

The Insurer cannot be held liable under any circumstances for failures or delays in the performance of its obligations resulting from force majeure, or events such as civil or foreign war, riots or popular movements, lock-outs, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of the atomic nucleus, the explosion of nuclear 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 - HANDLING COMPLAINTS**

If you have any disagreement or dissatisfaction with the implementation of your contract, please let MEETCH know by writing to <u>reclamation@meetch.io</u> or by writing to MEETCH - Service Réclamations - 15 rue des halles - 75001 PARIS for the insurance cover listed below:

✓ Cancellation

✓ Trip interruption expenses

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

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

CMAM will acknowledge receipt of your letter within 15 working days. It will be processed within 2 months at the most.

If the disagreement persists, you can contact the Médiation de l'Assurance by post at :

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

# ARTICLE 5 - DATA COLLECTION





The Beneficiary acknowledges that he/she has been informed that the Insurer processes his/her personal data in accordance with the regulations on the protection of personal data in force and that :

- the answers to the questions asked are obligatory and that in the event of false declarations or omissions, the consequences for the policyholder may be the nullity of the contract (article L 113-8 of the French Insurance Code) or the reduction of compensation (article L 113-9 of the French Insurance Code),

• The processing of personal data is necessary for the signing and performance of its contract and guarantees, the management of commercial and contractual relations, or the enforcement of legal, regulatory or administrative provisions in force.

• The data collected and processed is kept for the time required to fulfil the contract or legal obligation. This data is then archived in accordance with the periods stipulated in the provisions relating to prescription.

The recipients of the data concerning him/her are, within the limits of their responsibilities, the Insurer's departments in charge of taking out, managing and executing the insurance contract and cover, its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties. It may also be passed on, where appropriate, to professional bodies and to any persons involved in the contract, such as lawyers, experts, court and ministerial officers, curators, guardians and investigators.

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

• In its capacity as a financial institution, the Insurer is subject to the legal obligations arising principally from the Monetary and Financial Code with regard to the fight against money laundering and the financing of terrorism and, in this respect, implements a process for monitoring contracts which may lead to the drafting of a declaration of suspicion or an asset freeze measure.

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

• Their personal data may also be used to combat insurance fraud, which may lead to their inclusion on a list of people at risk of fraud.

This registration may result in a longer review of the case, or even the reduction or refusal of a proposed right, benefit, contract or service.

In this context, personal data concerning him/her (or concerning persons party to or interested in the contract) may be processed by all authorised persons working within the entities of the Insurer Group as part of the fight against fraud. This data may also be intended for authorised personnel of organisations directly involved in fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, court officers, ministerial officers; third-party organisations authorised by a legal provision and, where applicable, the 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 qualify 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 file, or until the end of the legal proceedings and the applicable limitation periods.

For people on a list of suspected fraudsters, their data is deleted after 5 years from the date of inclusion on the list.

• In its capacity as Insurer, it is authorised to process data relating to offences, convictions and security measures either when the policy is taken out, during its performance or in the context of managing disputes.





• Personal data may also be used by the Insurer as part of the processing that it implements and whose purpose is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers.

• Personal data concerning him/her may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.

By providing proof of their identity, Beneficiaries have the right to access, rectify, delete and object to the data processed. They also have the right to ask to limit the use of their data when it is no longer necessary, or to recover in a structured format the data they have supplied when it is necessary for the contract or when they have consented to the use of this data. You have the right to define directives concerning the fate of your personal data after your death. These directives, whether general or specific, concern the storage, deletion and communication of their data after their death.

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

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

After making a request to the Representative Data Protection Officer and receiving no response, they may refer the matter to the CNIL (Commission Nationale de l'Informatique et des Libertés).

# **ARTICLE 6 - SUBROGATION**

CMAM is subrogated to the extent of the compensation paid and the services provided by it in the rights and actions of the Beneficiary, against any person responsible for the events which gave rise to its intervention. When the benefits provided under the agreement are covered in whole or in part by another company or institution, CMAM is subrogated to the beneficiary's rights and actions against this company or institution.

# **ARTICLE 7 - LIMITATION PERIOD**

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

However, this period does not run :

- in the event of a concealment, omission, false or inaccurate statement about the risk, from the day the Insurer became aware of it;
- in the event of a claim, only from the day on which the persons 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 recourse by a third party, this limitation period only runs from the day on which this third party took legal action against the Insured or was compensated by the Insured.

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:

- recognition by the debtor of the right of the person against whom he was prescribing (article 2240 of the Civil Code);
- a legal claim, even in summary proceedings, until the proceedings are extinguished. The same applies if the claim is brought before a court that does not have jurisdiction or if the act of bringing the claim before 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 plaintiff





withdraws his claim or allows the proceedings to lapse, or if his claim is definitively rejected (Article 2243 of the Civil Code);

• a protective measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution (article 2244 of the Civil Code).

Please note that :

The summons of one of the joint and several debtors by way of an application to the court or a writ of execution or the acknowledgement by the debtor of the right of the person against whom he was prescribing interrupts the prescription period against all the others, even against their heirs.

On the other hand, a summons issued to one of the heirs of a joint and several debtor or an acknowledgement by that heir does not interrupt the limitation period in respect of the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. Such summons or acknowledgement interrupts the limitation period, as regards the other co-debtors, only in respect of the share for which that heir is liable.

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

The summons or acknowledgement of the principal debtor 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 ;
- sending 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 relating to the determination and payment of benefits shall be submitted by the most diligent party, failing amicable resolution, to the competent jurisdiction of the Beneficiary's domicile in accordance with the provisions of Article R 114-1 of the Insurance Code.

# ARTICLE 9 - FALSE DECLARATIONS

When they change the object of the risk or reduce our opinion of it:

- Any concealment or intentional misrepresentation on your part will render the contract null and void. Any premiums paid shall be retained by us and we shall be entitled to demand payment of premiums due, as provided for in article L 113.8 of the French Insurance Code.
- Any omission or inaccurate statement made by you in bad faith will result in the cancellation of the contract 10 days after the notification sent to you by registered letter and/or the application of the reduction in compensation provided for in article L 113.9 of the French Insurance Code.

# 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.