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# World Elite MasterCard

**Information Notice**

**Insurance policy no. 10 004 834**

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## LEGAL NOTICES

Insurance policy no. 10 004 834 taken out with CAMCA (mutual insurance company with variable premiums - SIRET 784 338 527 00053 - 53, rue la Boétie, CS40107, 75380 Paris CEDEX 08) on behalf of the *Insureds* in accordance with Article L.112-1 paragraph 2 of the French Insurance Code.

This insurance policy was taken out through CAMCA Courtage, an insurance broker registered with ORIAS under number 07002817 ([www.orias.fr](http://www.orias.fr)), acting pursuant to a mandate from the *Issuer* delegating the management of the card insurance programme and signature powers.

## INFORMATION

This information notice describes the cover, exclusions and obligations of the *Insurer* and the *Insureds*.

It is agreed with the *Insurer* that the *Issuer* is responsible for properly informing the *Cardholder*.

The *Issuer* undertakes to inform the *Cardholder*, by any means at its convenience, of the conditions of cover set forth in this information notice. In the event of a change in the terms of cover, or in the event of termination of this *Policy*, the *Issuer* shall inform the *Cardholder* by any means at its convenience under the conditions provided for in the general terms and conditions of the *Card* agreement entered into with the *Issuer*.

## EFFECTIVE DATE AND TERMINATION OF COVER

The cover under this information notice takes effect from midnight on 1 January 2025 and applies to *Losses Occurring* after midnight on 1 January 2025.

The *Insureds* are only covered from the date on which the *Card* is issued and while it remains valid. However, declaring the loss or *Theft* of the *Card* shall not suspend cover.

For each *Insured*, the benefit of the cover shall cease:

- in the event that the *Insurer* loses its authorisation in full, in accordance with Article L 326-12, paragraph 1 of the French Insurance Code;
- when the *Card* is cancelled,
- in any event, on the effective date of termination or cessation of the *Policy*,

If the *Policy* is not renewed, the cover shall cease for each *Insured* from the effective date of termination of the *Policy*.



<b>SUMMARY TABLE OF COVER</b>
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<b>Trip</b>	
<i>Trip Cancellation, Change or Interruption</i>	<b>Up to €10,000</b>
Delay/Cancellation of a means of <i>Public transport</i> by the carrier	<b>Up to €900</b>
Delayed <i>Luggage</i>	<b>Up to €900</b>
Loss, <i>Theft</i> or damage to <i>Luggage</i>	<b>Luggage entrusted to a carrier: up to €1,900. Luggage in a hotel or Rental vehicle: up to €1,900.</b>
Civil liability abroad	<b>Up to €5,000,000</b>
<i>Accidental Death/Permanent disability</i>	<b>For a Travel Accident: up to €620,000 For a pre- or post-routing accident: up to €620,000 For a Commuting Accident: up to €46,000</b>
<b>Snow and Mountains</b>	
<i>Medical expenses</i>	<b>Up to €2,300</b>
<i>Ski lift passes, equipment and lessons</i>	<b>Up to €850</b>
<i>Search costs</i>	<b>Actual costs</b>
<i>Transfer charges</i>	<b>Actual costs</b>
Damage to personal <i>mountain sports Equipment</i>	<b>Up to 8 (eight) days' hire</b>
Damage to hired <i>mountain sports Equipment</i>	<b>Up to €850</b>
Civil liability	<b>Up to €1,000,000</b>
Defence and Recourse	<b>Up to €8,000</b>
<b>Rental vehicle</b>	
Damage to the <i>Rental Vehicle</i>	<b>Amount of the Excess or repair costs up to a limit of 2 (two) Claims per calendar year Mileage allowance: none</b>
<b>Shows</b>	
<i>Cancellation of tickets for shows</i>	<b>Up to €1,500</b>

This synopsis is only a summary of the cover whose conditions, limits, Excesses and exclusions are defined below.



## DESCRIPTION OF COVER

Les garanties sont applicables du seul fait de la détention de la carte, sous réserve des conditions énoncées à la présente notice, la qualité d'Assuré pour compte étant conférée automatiquement, sans autre condition ni démarche du titulaire.

Unless otherwise stipulated, the *Insured* shall benefit from cover provided that the insured service or insured item was paid for, in full or in part, before the *Occurrence* of the *Loss*. Payment must be made using the following means of payment made available by the *Issuer*: the Card, or bank cheque or transfer.

To find out about the services or property concerned, the *Insured* must refer to the terms and conditions of each cover.

### PREAMBLE

All terms in *italics* in this *Policy* are defined in the COMMON DEFINITIONS or SPECIFIC DEFINITIONS. **For the same term, the SPECIFIC DEFINITION prevails over the COMMON DEFINITION.**

### TERRITORIALITY

Unless stipulated to the contrary, cover applies WORLDWIDE.

### COMMON DEFINITIONS

#### *Accident*

Any unintentional bodily injury or injury on the part of the *Insured* caused by the sudden action of a cause external to the victim and certified by a competent medical authority.

#### *Insured party*

The following are considered to be *Insureds*:

- the *Cardholder*,
- his/her *Spouse*,
- their children and grandchildren, including by marriage, under the age of 25, provided that they are dependent for tax purposes on at least one of their parents,
- their ascendants and descendants, regardless of their age, if they hold the disability card provided for in Article L.241-3 of the French Social Action and Family Code, and:
  - they are dependent on the *Cardholder* or his/her *Spouse* for tax purposes
  - or
  - they receive maintenance payments from the *Cardholder* and/or his/her *Spouse*, for which they are eligible for an allowance on their tax and income notice.

**These persons must be *Insureds* on the date the *Loss Occurs*.**

*Insureds* are covered when travelling alone or together.

#### *Insurer*

CAMCA.

#### *Card*

Means the World Elite MasterCard issued by the *Issuer*, to which the cover relates.

If payment for a service is made with another card issued by the *Issuer*, the *Insureds* may benefit from the most favourable cover conditions attached to the highest card in the range, **without however being able to combine the cover. This rule does not apply between cards issued for non-professional use and cards for professional use.**

#### *Spouse*

The *Spouse* is either:

- the spouse of the *Cardholder*, not legally or de facto separated and not divorced,
- a person who has entered into a valid civil partnership (PACS) with the *Cardholder*, or
- a person who is cohabiting with the *Cardholder*.

Proof of the status of *Spouse* shall be provided:

- if married, via the family record book (livret de famille),



- in the case of a PACS, by the PACS certificate,
- in the event of cohabitation, by a certificate of cohabitation issued before the date on which the *Loss Occurred* or, failing that, by tax notices mentioning the same address or EDF/GDF bills issued in both names before the date on which the *Loss Occurred*.

*Policy*

Insurance policy no. 10 004 834

*Home*

Main and usual place of residence of the *Insured*.

*Issuer*

Means the bank that issues the *Card*.

*Force majeure*

Any unforeseeable, irresistible and external event that makes the performance of the *Policy* impossible, as usually recognised by the case law of the French courts, shall be deemed to have occurred by *Force Majeure*.

*Excess*

Means the share of the *Loss* for which the *Insured* is liable under the *Policy* if he/she is compensated following a *Loss*. The *Excess* may be expressed as an amount, percentage, day, hour or kilometre.

*Loss*

This is the occurrence of an event provided for in the *Policy*, to which this information notice refers.

*Occurrence of the Loss*

The date on which the harmful event occurs, i.e., the incident that caused the damage.

*Third Party*

Any person other than:

- the *Cardholder* and his/her *Spouse*,
- their ascendants and descendants,
- their employees, whether or not paid by the *Insured*, in the performance of their duties.

*Cardholder*

Means the natural person whose surname and first name appear on the front of the *Card*.

*Transport*

Air, rail, road, sea or river means of transport used by the *Insured* to make his/her *Trip*.

*Public Transport*

Collective *Transport* of passengers, approved for public *Transport* of passengers and for which a *Transport* licence has been issued.

*Post-routing route*

The most direct route to travel between the place of arrival of the *Trip* (airport, train station, port) and the place of the *Insured's Home* or the *Insured's* usual place of work. (Return Journey).

*Pre-routing route*

The most direct route to travel between the *Insured's Home* or usual place of work and the place of departure on the *Trip* (airport, train station, port). (Outward Journey)

*Rental vehicle*

Any land-based four-wheel registered motor vehicle that is the subject of a rental agreement with a company specialising in vehicle leasing.

*Theft*

Fraudulent misappropriation committed by break-in, assault or deception.

*Trip*

Any private or business trip **exceeding 100 (one hundred) kilometres for the Outward journey (excess of 100 (one hundred) km)** from the *Insured's Home* or his/her usual place of work. The *Trip* begins when the *Insured* leaves his/her *Home* or his/her usual place of work and ends when the *Insured* returns to one of these two places.

**Regardless of the duration of the *Trip*, the *Insured* may only benefit from the cover during the first 90 (ninety) days of the *Trip*.**



**COMMON EXCLUSIONS**

Unless otherwise explicitly stipulated below, the following are excluded:

- civil or foreign war, known political instability or popular unrest, riots, acts of terrorism, reprisals, restrictions on the free movement of persons and goods, border closures, strikes if the *Insured* plays an active part in them, the disintegration of the atomic nucleus or any ionising radiation, and/or any other *Force Majeure* event,
- bankruptcy of the service provider (carrier, hosting company, tour operator, etc.),
- intentional or fraudulent acts by the *Insured* and/or by his/her *Spouse*, ascendants and/or descendants,
- the suicide or attempted suicide of the *Insured*,
- *Accidents* caused or caused by or resulting from the *Insured's* consumption of drugs, narcotics or tranquillisers not prescribed by a doctor,
- *Accidents* resulting from driving while under the influence of alcohol, characterised by the presence in the blood of a level of pure alcohol equal to or higher than that set by the law governing French motor traffic in force on the date of the *Accident*,
- the consequences of incidents occurring during the practice of aerial or risky sport, including but not limited to hang gliding, parachuting, aerobatics, paragliding and gliding, polo, skeleton, bobsleigh, ice hockey, scuba diving, caving, bungee jumping, and any sport requiring the use of a motor vehicle, or when the *Insured* is towed by such a device or when he/she is launched from such a device,
- the consequences of incidents occurring during the practice of combat or defence sports, war games in all their forms, sporting activities involving jumps and falls from a fixed or mobile point,
- involvement in bets, brawls and fights,
- participation in competitions requiring a licence,
- practising a sport in a professional capacity,
- the absence of contingencies, i.e. the *Occurrence* or the absence of uncertainty of the *Occurrence* of a *Loss* before the cover takes effect.



**TRIP**

Except in the specific case of “*Death/Permanent Disability*” cover, the Insured shall benefit from “*Trip*” cover during a *Trip* under the following cumulative conditions:

- Apart from the insured event invoked by the *Insured*, no other event prevents the actual completion of the *Trip* (events described in the Common and Special Exclusions),
- that the *Transport* or accommodation was paid for or booked before the *Occurrence* of the *Loss* using the following means of payment made available by the Issuer: the *Card*, or bank cheque or transfer.

**1. Trip Cancellation/Change/Interruption****SPECIFIC DEFINITIONS***Health Incident*

Any sudden and unforeseeable bodily injury or alteration of health recorded by a competent medical authority prior to the *Cancellation*, *Change* or *Interruption*, requiring medical supervision and formally preventing travel and/or prohibiting any travel by one’s own means.

*Cancellation*

Outright cancellation of the participation of one or more *Insured(s)* in the *Trip*. **The Trip must be Cancelled before departure.**

*Co-traveller*

Any person travelling with the *Cardholder* whose identity is included in the registration document.

*Interruption*

Permanent interruption of the participation of one or more *Insured(s)* in the *Trip*. **The Interruption must occur after departure and before the initially scheduled return, and takes the form of an early return of one or more Insured(s).**

*Change of terms*

Change to the terms of participation in the *Trip* (dates, services, etc.) of one or more *Insured(s)*. **The Change may take place before or after departure, and at the latest before the return.**

*Serious property damage*

Any property damage whose seriousness requires the presence of the *Insured* in order to take the necessary protective measures, and/or his/her presence is required by the police authorities.

*Covered services*

*Transport*, accommodation, leisure activities as well as application and visa fees **for the first 90 (ninety) days of the Trip. No service will be covered after the 90th (ninetieth) day.**

**The insurance premium paid to the service provider is not covered.**

*Family and relatives*

- Ascendants and descendants (maximum 2nd degree),
- Brothers and sisters, including by marriage, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, parents-in-law of the *Cardholder* or his/her *Spouse*,

**PURPOSE OF THE COVER**

In the event of the *Occurrence* of one of the insured events provided for below that led *the Insured* to cancel, modify or interrupt his/her *Trip*, the *Insurer* covers the portion of the unused *Insured Services* that are not reimbursed, excluding credit notes offered by tour operators.

**A credit note does not constitute an amount remaining payable by the participant(s) of the trip and the Insured(s) may not claim reimbursement thereof.**

The additional cost of *Transport*, of the same class or category, in the event of a *Change* (Round-trip *Transport*) or *Interruption* (Return *Transport*) is also covered. In the event of a *Change*, the costs exceeding the initial accommodation costs, of the same class or category, is also covered.





**Important:**

Except in a fortuitous event or *Force Majeure*, the *Insured* must take the necessary steps to *Cancel* or *Change* his/her *Trip* with the service provider, **no later than 72 (seventy-two) hours following the Occurrence of the Loss**. If the *Insured* does not comply with this 72 (seventy-two) hour period, the reimbursement due shall be limited to the amount of the costs that would have been borne by it on the date of the *Occurrence of the Loss*, in accordance with the *Cancellation* or *Change* rate scale set out in the service provider's general terms and conditions of sale.

**Use of assistance:**

Except in the event of fortuitous circumstances or *Force Majeure*, in the event of death or a *Health Incident* occurring during the *Trip*, before taking any personal action the *Insured* is invited to contact, or have contacted the medical assistance service by dialling the number shown on the back of his/her *Card* in order to benefit from the organisation and payment of the *Claim* (see assistance information notice).

**In the event of repatriation organised and paid for by a medical assistance service, the unused return *Transport* ticket will not be reimbursed under this cover in application of the rule on not combining multiple insurance policies (see Declaration of *Claims* - MULTIPLE INSURANCE).**

**INSURED EVENTS**

**The following events are only covered if they are the sole cause of the *Cancellation, Change* or *Interruption* of the *Trip*:**

- A *Health Incident* of the *Cardholder*, the *Spouse*, a *Relative*, one or more *Co-travellers*, and a partner or any other person temporarily replacing the *Insured* in the course of his or her professional activity;
- The death of the *Cardholder*, the *Spouse*, a *Relative*, nephews, nieces, uncles or aunts of the *Cardholder* or the *Spouse*, one or more *Co-travellers*, and a partner or any other person temporarily replacing the *Insured* in the course of his or her professional activity;
- *Serious Property Damage* affecting the *Insured* in his or her immovable property or work tool if he or she is a farmer, merchant, self-employed or running a business;
- The dismissal for financial reasons of the *Insured* provided that the procedure was not initiated before the *Trip* was purchased;
- Obtaining a professional internship or a job provided that the internship or job commences before and continues during the *Trip*, or commences during the *Trip*. ***Insureds* who had a professional activity before obtaining the job or internship are not covered;**
- Cancellation or alteration by the *Insured's* employer of the dates of his/her leave if the request for leave had been accepted in writing by the same employer before the *Trip* was purchased. **In this case, the compensation shall be reduced by an *Excess* of 20% (twenty per cent) of the total amount of the costs incurred by the *Insured* in respect of the *Cancellation, Change* or *Interruption* of the *Trip*;**

This event is not covered if the *Insured* can request, change or cancel their leave without the approval of a line manager being required (e.g. senior executives, managers and legal representatives of the company).

- The *Insured's* professional transfer, travel assignment or expatriation imposed by the employer, if the decision has been notified to the *Insured* no later than two months before the date of return from the *Trip*.
- *Theft* or loss of the identity documents required for the *Trip* of one of the *Insureds*, if the *Theft* or loss occurred such that they cannot be replaced in time. Official proof will be required;
- Refusal of a visa by the authorities of the destination country, provided that no other application has been previously refused by these authorities for the same country and the application has been made within the required period. Proof from the embassy will be required;
- The contraindication of vaccination or the medical inability to follow preventive treatment;
- When the event occurs before departure or at the place of stay: an epidemic. The infection must be certified by a medical document,
- If one of the following events occurs at the trip destination:
  - a natural disaster (hurricane, tsunami, etc.),
  - an industrial disaster (nuclear explosion, etc.),
  - a riot, an attack, an act of terrorism, a war.



**And if all of the following conditions are met:**

- the Ministry of Foreign Affairs advises against travel to the trip destination,
  - no event of a similar nature has occurred in the 30 (thirty) days preceding the purchase of the *Trip*,
  - the event occurred during the 30 (thirty) days prior to departure;
- The *Insured* is summoned:
    - before a court as a juror, witness or expert,
    - for the adoption of a child,
    - for an organ transplant,
    - a resit following a failed higher education examination,
    - and, in general, any notice issued by the authorities of an imperative, unforeseeable nature for which the request for postponement has not been accepted;
  - Failure by the *Insured* to show up at the departure time indicated on the *Public Transport* ticket due to a breakdown or accident of the means of *Transport*, or a strike by *Public Transport* personnel;
  - Cancellation by an uninsured *Co-Traveller*, where the cancellation is due to one of the causes listed above, or if the *Trip* is continued, payment of any additional costs.

**DATE OF OCCURRENCE OF THE LOSS**

<b>INSURED EVENTS</b>	<b>OCCURRENCE</b>
<i>Health Incident</i>	Date on which the <i>Trip</i> is formally declared incompatible with the <i>Insured's</i> state of health by a competent medical authority
Death	Date of death
<i>Serious property damage</i>	Date on which the damage <i>Occurred</i>
Dismissal for financial reasons	Date of invitation to the preliminary interview
Obtaining a professional internship or a job	Date of the letter of employment
Cancellation of/change to leave	Date of notification by the employer of the cancellation of or change to leave
Transfer	Date of notification by the employer of the transfer
<i>Theft/loss of identity documents</i>	Date of the <i>Theft</i> or loss
Refusal of visa	Date of refusal
Contraindication to vaccination	Date of confirmation of the contraindication by a medical authority
Natural/industrial disaster	Date of first ban by the Ministry of Foreign Affairs
Invitation or summons	Date of notification of the summons
Non-presentation	Date of incident
Cancellation by a <i>Co-Traveller</i>	Date of cancellation

**COVER PERIOD**

Cover begins to run on payment and **applies during the first 90 (ninety) days of the *Trip*. Losses occurring before and after the trip are not covered.**

**MAXIMUM LIABILITY OF THE INSURER**

The maximum compensation shall not exceed **€10,000 per *Insured***.

**SPECIFIC EXCLUSIONS**

In addition to common exclusions (see COMMON EXCLUSIONS), the following are also excluded:

- *Cancellation, Change or Interruption* due to the failure to present, for any reason other than those indicated in this information notice, one of the documents essential to the *Trip* (identity card, passport, visas, transport tickets, PCR test, vaccination booklet, driving licence, etc.),
- *Cancellation, Change or Interruption* of the *Trip* due to the service provider (carrier, hosting provider, tour operator, etc.) for any reason whatsoever,
- airport taxes that the travel service provider is obliged to reimburse under French law in force, as well as the charges levied by the service provider when collecting said taxes,
- rentals of all types of accommodation not evidenced by a rental agreement.

### SPECIFIC SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM

In addition to the common supporting documents (see COMMON SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM), the *Insured* must produce the following documents:

- in the event of *Cancellation*:
  - the service provider's general terms and conditions of sale mentioning the cancellation schedule,
  - the certificate of reimbursement or non-reimbursement of airport taxes,
  - the paid invoice for cancellation fees,
- in the event of a *Change*:
  - the carrier's certificate/invoice mentioning the additional cost associated with the modification of the *Transport* (Round-trip),
  - the travel agent's certificate/invoice mentioning the unused services,
- in the event of *Interruption*:
  - the travel agent's certificate/invoice mentioning the unused services,
  - a certificate/invoice from the carrier mentioning any additional cost of the *Transport* (Return),
  - in the event of repatriation by an assistance provider: the company's repatriation certificate,
- depending on the insured event:
  - a copy of the death certificate,
  - the medical questionnaire duly completed by the *Insured*,
  - medical supporting documents proving the materiality of the *Health Incident* (**the decision to pay compensation is subject to the medical opinion of a medical advisor, who reserves the right to request any additional medical documents and/or carry out any medical check-up that he/she deems useful**),
  - proof of professional replacement by a colleague or employee: certificate of employer, etc.,
  - the certificate of validation of leave drawn up before the purchase of the *Trip* and the certificate of cancellation of or change to leave by the employer,
  - proof that the *Insured* was unemployed before obtaining the internship or a job (Jobcentre certificate, student card, etc.) and a copy of the employment contract or internship agreement,
  - a copy of the employment contract and a copy of the letter convening the preliminary dismissal interview,
  - a certificate from the employer stating the date of notification and the effective date of the transfer, assignment or expatriation,
  - a certificate from the emergency response authorities or services, indicating the date and circumstances of the *Serious Property Damage*.
  - filing a complaint in the event of *Theft* or declaring the loss of identity documents,
  - official refusal to issue a visa,
  - the certificate of contraindication to vaccination,
  - any proof of the disaster as well as the meeting of all the conditions set out in the notice,
  - the invitation or summons,
  - a certificate from the carrier evidencing the delay or strike.



## **2. Delay/Cancellation of a means of *Public transport* by the carrier**

### **PURPOSE OF THE COVER**

During a *Trip* and in the event of the *Occurrence* of one of the insured events expressly set out below affecting the means of *Public Transport* used by the Insured, the Insured will be compensated for the following **initially unforeseen expenses strictly necessitated by the circumstances:**

- meal and refreshment expenses,
- accommodation costs,
- *Transport* costs.

**Compensation shall be paid in addition to the compensation paid by the carrier and only where there is a balance payable.**

### **INSURED EVENTS**

The following events are covered:

- a delay of more than one hour (**Excess of 1 (one) hour**) on the *Pre-routing route*,
- a delay of more than 2 hours (**Excess of 2 (two) hours**) due to the carrier,
- cancellation by the carrier,
- refusal of boarding in the event of overbooking,
- missing a connection as a result of one of the events covered above, **without applying the mileage Excess of 100 (one hundred) Km**, occurring during the primary trip.

### **COVER PERIOD**

Cover begins when the *Trip* begins and ceases when it ends, **limited to the first 90 (ninety) days, after which Losses are not covered.**

### **MAXIMUM LIABILITY OF THE INSURER**

The maximum compensation shall not exceed **€900 per Loss**.

### **SPECIFIC EXCLUSIONS**

In addition to the common exclusions (See COMMON EXCLUSIONS), temporary or permanent withdrawal of the means of *Public Transport* ordered by local official authorities and announced prior to departure, is also excluded. Also excluded are all costs incurred by the *Insured* on his/her return to the country where he/she is domiciled and which occur after the arrival of the last means of *Public Transport* taken.

### **SPECIFIC SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM**

In addition to the common supporting documents (see COMMON SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM), the *Insured* must produce the following documents:

- a certificate of delay,
- invoices for the costs incurred.



### 3. Delay/Loss/Theft/Damage to Luggage

#### SPECIFIC DEFINITIONS

##### *Luggage*

Suitcases, trunks, travel bags as well as their contents checked in and entrusted to a carrier, provided they are clothing, effects, personal objects and *Valuables* carried or acquired during the *Trip*, **excluding clothing items worn by the *Insured*.**

##### *Valuables*

Any object with a purchase value of €250 or more.

##### *Reimbursement value*

The *Reimbursement Value* is the purchase price of the *Luggage* after deduction of *Wear and Tear*.

##### *Wear and Tear*

Loss of value due to use. *Wear and Tear* is not deducted for the first year following the date of purchase. **It is 25 (twenty-five)% in the second year following the date of purchase, and 10 (ten)% per year for subsequent years.**

#### 3.1 *Delay/Loss/Theft/Damage to Luggage entrusted to a carrier*

##### PURPOSE OF THE COVER

If the *Luggage* of the *Insured*, duly checked in and entrusted to a carrier with which the *Insured* is *Travelling*, is not returned to him/her within 4 (four) hours (**Excess of 4 (four) hours**) after his/her arrival at his/her destination, the *Insured* shall be compensated **for the costs incurred in purchasing emergency clothing and toiletries, excluding any other costs.**

The *Insured* must provide proof of the urgent nature of the costs incurred, it being understood that purchases made during the Outward Journey and in all cases when the *Insured* has a flight or train connection, are systematically considered urgent.

**Costs incurred after arrival at the *Insured's Home* are not covered.**

If the *Insured's Luggage* is lost, stolen, partly or entirely destroyed, the *Insured* will be compensated for its *Reimbursement Value*.

**Compensation shall be paid in addition to the compensation paid by the carrier and only where there is a balance payable.**

##### TERMS OF COVER

Under penalty of forfeiture, except in unforeseen circumstances or a *Force Majeure* event, the *Insured* must immediately notify the competent authorities of the carrier that *Luggage* has been lost or damaged and must obtain a receipt for the delay, loss, damage or *Theft* declaration.

#### 3.2 *Theft of Luggage from a hotel or a Rental Vehicle*

##### PURPOSE OF THE COVER

The *Insurer* shall cover the *Insured* against the *Theft* of his/her *Luggage* if the *Loss* occurs:

- in a hotel, **unless the hotelier accepts responsibility for the items,**
- in a *Rental Vehicle*, or if said *Rental Vehicle* is stolen.

The *Insured* will be indemnified for the applicable *Compensation Value*.

##### TERMS OF COVER

Under penalty of forfeiture, except in the event of fortuitous circumstances or *Force Majeure*, the *Insured* must file a complaint with the competent police authorities within 48 (forty-eight) hours, which must include the circumstances of the *Theft* as well as a description of the *Luggage* (make, model, etc.).



**COVER PERIOD**

Cover begins when the *Trip* begins and ceases when it ends, **limited to the first 90 (ninety) days, after which Losses are not covered.**

**MAXIMUM LIABILITY OF THE INSURER**

The maximum compensation shall not exceed:

- in the event of delay: **€900 per Claim,**
- in the event of loss/*Theft*/destruction:
  - o *Luggage* entrusted to a carrier: **€1,900 per item of Luggage (of which €600 per Valuable,**
  - o *Luggage* in a hotel or *Rental vehicle*: **€1,900 per item of Luggage (of which €600 per Valuable).**

**Any compensation due in respect of a delay in delivering *Luggage* shall be deducted from the total amount reimbursed in respect of loss, *Theft* or destruction of *Luggage*.**

**SPECIFIC EXCLUSIONS**

In addition to common exclusions (see COMMON EXCLUSIONS), the following are also excluded:

- luggage stored in train luggage lockers or in the hold of a coach is not considered to be placed under the responsibility of the carrier,
- confiscation or requisition by customs or any governmental authority,
- items purchased after the delivery of the *Luggage* by the carrier, or purchased more than 4 days after the time of arrival at the destination airport or station, even if the *Luggage* has still not been delivered to the *Insured*,
- loss or damage:
  - caused by normal use, wear and tear, or an inherent defect of the item,
  - caused by moths or vermin, by a cleaning process or by climatic conditions,
  - due to the poor condition of the *Luggage* used to transport personal effects,
- losses, *Theft* or damage to the following property:
  - prostheses and appliances of any kind, glasses, contact lenses,
  - cash, securities, travellers' cheques, payment and/or credit cards, keys, personal papers, identity papers, documents of any kind and samples,
  - jewellery,
  - air tickets, *Transport* tickets and vouchers, petrol coupons,
  - illegal and/or counterfeit products,
  - glass, crystal, porcelain or similar objects, all multimedia and telephony devices, connected objects, perishable foodstuffs, products and animals prohibited by the carrier,
  - theft from rural cottages, guest houses and youth hostels,
  - theft from hotel rooms and hotel apartments rented for more than two months,
  - theft committed between 10:00 p.m. and 7:00 a.m. from rental vehicles not parked in a locked garage and/or closed car park.

**SPECIFIC SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM**

In addition to the common supporting documents (see COMMON SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM), the *Insured* must produce the following documents:

For *Luggage* entrusted to a carrier:

- the *Luggage* check-in ticket,
- the declaration of delay, loss, *Theft* or damage made to the carrier,
- a certificate from the carrier confirming the delay (indicating the duration of the delay), loss, *Theft* or damage,
- in the event of a *Luggage* delay:
  - invoices for the expenses incurred as a result of the delay,
  - proof of urgency,
- in the event of loss, *Theft* or destruction of *Luggage*:
  - a list of the lost/stolen/damaged *Luggage*,
  - invoices for the lost/stolen/damaged *Luggage*.

For *Luggage* not entrusted to a carrier:

- filing a complaint with the police,
- invoices for the stolen *Luggage*.



- In the event of *Theft* from a hotel:
  - a disclaimer of liability by the hotel,
  - the hotel bill,
- In the event of *Theft* from a *Rental Vehicle*:
  - the rental agreement for the *Rental Vehicle*,
  - the pre-authorisation receipt or voucher,



## 4. Civil liability abroad

### TERRITORIALITY

Cover applies **only** abroad, i.e. **outside the territories of metropolitan France, the principalities of Andorra and Monaco and the French overseas departments and regions.**

### SPECIFIC DEFINITIONS

#### *Bodily injury*

Any bodily injury suffered by a natural person, resulting from an unforeseen event external to the victim.

#### *Property damage*

Any deterioration of an object or substance, any physical harm to animals, resulting from an unforeseen event outside the damaged object.

#### *Consequential intangible damage*

Any financial loss resulting from the loss of enjoyment of a right, the interruption of a service rendered by a person, movable or immovable property or the loss of profit, which is the direct consequence of covered *Bodily Injury* or *Property Damage*.

#### *Non-consequential intangible damage*

Any pecuniary loss, which does not result in physical harm to property or person, but is the result of covered *Bodily Injury* or *Property Damage*.

#### *Pure intangible damage*

Any pecuniary loss that does not result in physical harm to property or person and is not the result or consequence of *Bodily Injury* or covered *Property Damage*.

#### *Harmful event*

Cause of damage suffered by the *Third Party* victim and subject to an amicable or legal claim.

### PURPOSE OF THE COVER

The purpose of the cover is to cover the financial consequences of the civil liability that the *Insured* may incur as a result of *Bodily Injury*, *Property* or *Consequential Immaterial Damage* caused to *Third Parties* during a *Trip* abroad and during his/her private life.

Damage for which the *Insured* is liable in respect of his/her profession, commercial activities or trading is not covered.

**All claims relating to the same *Harmful Event* constitute one and the same *Loss*.**

### COVER PERIOD

Cover begins when the *Trip* begins and ceases when it ends, **limited to the first 90 (ninety) days, after which *Losses* are not covered.**

### MAXIMUM LIABILITY OF THE INSURER

The maximum compensation shall not exceed:

- €5,000,000 per *Claim*, for *Bodily Injury* and *consequential intangible damage*,
- €2,000,000 per *Claim*, for *Property damage* and *consequential intangible damage*.

In the event that the *Insured* is liable for *Bodily injury*, *property damage* and *consequential immaterial damage*, the maximum liability of the *Insurer* is €5,000,000 per *Claim* for all insured damage.





**SPECIFIC EXCLUSIONS**

In addition to common exclusions (see COMMON EXCLUSIONS), the following are also excluded:

- damage caused by earthquakes, volcanic eruptions, tidal waves or other disasters,
- *Pure Immaterial Damage*,
- *Non-Consequential Immaterial Damage*,
- any damage caused by motor vehicles, caravans, motor vehicles, sailboats or motor boats, or aircraft,
- animals owned, used or kept by the *Insured* or persons for whom he/she is civilly liable,
- any damage caused to property belonging to or entrusted to the care of the *Insured* at the time of the *Loss*, such as damage caused in holiday rentals or hotel rooms,
- fines, including those that would be treated as civil compensation and related costs,
- damage caused by buildings or parts of buildings owned, rented or occupied by the *Insured*.

**SPECIFIC SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM**

In addition to the common supporting documents (see COMMON SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM), the *Insured* must produce the following documents:

- any document(s) likely to show the materiality of the *Accident* or *Harmful Event*,
- testimony/ies,
- the declaration of the claim to the other insurer and a copy of the acknowledgement of receipt,
- the letter(s) of complaint by the *Third Party* or its insurer,
- any summons.



## 5. Accidental Death/Permanent disability

### SPECIFIC DEFINITIONS

#### *Pre- or post-routing accident*

Any *Accident* suffered by the *Insured* during the *Pre- or Post-routing Journey* as:

- a passenger on *Public Transport* whose *Transport* ticket has been paid using a means of payment made available by the *Issuer*: with the *Card*, a bank cheque or a transfer,
- passenger or driver of a *Rental Vehicle* whose rental has been paid for using a means of payment made available by the *Issuer*: with the *Card*, a bank cheque or a transfer,
- a passenger or driver of a private vehicle.

#### *Commuting accident*

Any *Accident* suffered by the *Insured* while travelling as part of a trip, **without application of the Mileage Excess**, as a passenger on *Public Transport* whose transport ticket has been paid using a means of payment made available by the *Issuer*: with the *Card*, a bank cheque or a transfer,

#### *Travel Accident*

Any *Accident* suffered by the *Insured* during a *Trip* as:

- a passenger on *Public Transport* whose *Transport* ticket has been paid using a means of payment made available by the *Issuer*: with the *Card*, a bank cheque or a transfer,
- a passenger or driver of a *Rental Vehicle* whose rental has been paid for using a means of payment made available by the *Issuer*: with the *Card*, bank cheque or a transfer,

#### *Beneficiary*

In the event of *Death*, the *Beneficiary* is, unless otherwise sent to the *Insurer* by the *Insured* by means of a written and signed instrument, the surviving spouse of the *Insured*, failing which the children born or to be born of the *Insured* in equal shares, failing which the assigns of the *Insured*.

In all other cases covered, the *Beneficiary* is the *Insured*.

#### *Consolidation*

Date from which the condition of the injured person or patient is considered to be medically stabilized.

#### *Death*

Medically recorded death or *Disappearance*.

#### *Disappearance*

If the body of the *Insured* is not found within one year of the date of disappearance or destruction of the means of *Transport* on which he/she was travelling at the time of the *Accident*, the *Insured* is presumed to have died as a result of this *Accident*.

#### *Family*

All the *Insureds*.

#### *Permanent disability*

Decrease in the physical or psychological potential of a person whose condition is consolidated.

#### *Illness*

Sudden and unforeseeable alteration of the *Insured's* health certified by a competent medical authority.

### PURPOSE OF THE COVER

The purpose of the *Policy* is to cover the *Death* and *Permanent Disability* of the *Insured* following the *Occurrence* of one of the following insured events:

- *Travel Accident*,
- *Pre- or post-routing accident*,
- *Commuting accident*.

The *Death* or *Permanent Disability* of the *Insured* resulting from the unintentional exposure of the *Insured* to natural elements as a result of an *Accident* is also covered.



THE AMOUNT OF COVER VARIES, DEPENDING ON THE INSURED EVENT AND THE MODE OF *TRANSPORT*.

**IN ALL CASES, THE FOLLOWING RULES APPLY:**

- ◆ In the event of *Death* immediately or within 100 (one hundred) days of the date of the *Accident*, the *Insurer* shall pay the *Beneficiary* a lump sum,
- ◆ In the event of *Permanent Disability* occurring within 2 (two) years of the date of the *Accident*, the *Insurer* shall pay the *Insured* a maximum variable lump sum based on the occupational accident compensation scale.

**1) TRAVEL ACCIDENT**

On board *Public Transport*:

- ◆ The maximum lump sum paid by the *Insurer* is **€620,000 per Claim and per Family**.

In a *Rental Vehicle*:

- ◆ The maximum lump sum paid by the *Insurer* is **€92,000 per Claim and per Family**.

**2) PRE- OR POST-ROUTING ACCIDENT**

On board *Public Transport*:

- ◆ The maximum lump sum paid by the *Insurer* is **€20,000 per Claim and per Family**.

In a *Rental Vehicle* or a private vehicle:

- ◆ The maximum lump sum paid by the *Insurer* is **€92,000 per Claim and per Family**.

**3) COMMUTING ACCIDENT**

- ◆ In the event of *Death* or in the event of *Permanent Disability*, the *Insurer* shall pay the *Insured* a maximum lump sum of **€46,000 per Claim and per Family**

In the event of *Death* before *Consolidation of Permanent Disability*, the benefit provided for in the event of *Death* will be paid less any sums that may have been paid in respect of *Permanent Disability*. The two covers are not combined when they are implemented following a single *Loss*.

**COVER PERIOD**

Cover begins when the *Trip* begins and ceases when it ends, **limited to the first 90 (ninety) days, after which Losses are not covered.**

**MAXIMUM LIABILITY OF THE INSURER**

In all cases, regardless of the number of *Insureds* injured, the maximum compensation shall not exceed, **per Claim and per Family**:

- for a *Travel Accident*: **€620,000**
- for a *pre- or post-routing Accident*: **€620,000**
- for a *Commuting Accident*: **€46,000**

**If there is more than one *Insured*, the compensation shall be divided equally according to the number of *Insureds* injured.**



**SPECIFIC EXCLUSIONS**

In addition to common exclusions (see COMMON EXCLUSIONS), the following are also excluded:

- *Trips* taken on board aircraft leased by the *Insured* on a private or professional basis,
- bodily injury resulting from participation in a military period, or in military operations, and while doing national service,
- bodily injury resulting from injury caused directly or indirectly, in part or in whole by:
  - any form of *Illness*,
  - bacterial infections with the exception of pyogenic infections resulting from an accidental cut or injury,
  - medical or surgical procedures, unless they result from an *Accident*.

**SPECIFIC SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM**

In addition to the common supporting documents (see COMMON SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM), the *Insured* must produce the following documents:

In all cases:

- any document(s) that confirm the materiality of the *Accident*,

In the event of *Death*:

- a copy of the *Death* certificate,
- the medical certificate establishing the causal links between the *Accident* and the *Death*, to be completed and signed by the doctor who recorded the *Death*. If the certificate does not make it possible to establish causal links, the *Beneficiary* must provide any supporting documents that enable this link to be established (police report, newspaper clippings, etc.),
- a copy of the investigation report indicating the number of the report and the contact details of the police station or gendarmerie that issued it,
- the contact details of the notary handling the estate.

In the event of *Permanent Disability*:

- a medical certificate enabling the *Insurer* to assess the validity of the claim, and in particular establishing the causal links between the *Accident* and the state of *Permanent Disability*. If the certificate does not make it possible to establish causal links, the *Beneficiary* must provide any supporting documents that enable this link to be established (police report, newspaper clippings, etc.),
- the medical certificate of *Consolidation* of the *Insured*'s state of health
- notification of the rate of *Permanent Disability* by the social security body: **in all cases, the *Insurer* shall carry out a medical assessment to determine the rate of *Permanent Disability* according to the compensation scale for accidents at work, provided for in the policy.**



## SNOW AND MOUNTAINS

Except in the specific case of the “*Transfer Costs*” cover, the *Insured* shall benefit from “Snow and mountain” cover on a *Trip* in the mountains, without application of the *Mileage Excess* of 100 (one hundred) km, provided that at least one of the following services has been paid for or reserved by means of the *Card* or a bank cheque or transfer before the *Occurrence* of the *Loss*:

- *Transport*,
- accommodation,
- ski lift passes,
- skiing lessons,
- rental of *mountain sports Equipment*.

### COVER PERIOD

Cover begins when the *Trip* begins and ceases when it ends, **limited to the first 90 (ninety) days, after which *Losses* occurring are not covered.**

## 1 In the event of an Accident

### TERMS OF COVER

Cover in the event of an *Accident* shall only benefit the *Insured* if the *Accident* occurred while participating in a sporting activity during a *Trip* to the mountains, whatever the season.

If the *Accident* occurs while skiing, in any form whatsoever, the *Insurer* shall only cover the *Insured* if it is practised at a ski resort, on or off-piste, accompanied by a qualified instructor or guide.

If the *Accident* occurs while skiing, in any form whatsoever, the *Insurer* shall only cover the *Insured* if it is practised at a ski resort, on or off-piste, accompanied by a qualified instructor or guide.

Proof of materiality is the responsibility of the *Insured*, and the *Accident* must be recorded by a medical authority within 48 hours of the *Occurrence of the Incident*.

*Illness* and its consequences are not covered unless they are the result of an *Accident*.

### SPECIFIC EXCLUSIONS

In addition to the common exclusions (see COMMON EXCLUSIONS), the following are also excluded:

- mountaineering, climbing, rock-climbing, abseiling, freestyle skiing, ski stunting, ski racing and roller skiing.

### 1.1 *Medical expenses*

#### SPECIFIC DEFINITIONS

##### *Medical expenses*

Medical, pharmaceutical and *Hospitalisation* expenses incurred by the *Insured* after medical prescription following an *Accident* **meeting the above conditions of cover**, and the direct consequences thereof.

##### *Hospitalisation*

Any unforeseen and unscheduled stay in a healthcare facility.

##### *Illness*

Sudden and unforeseeable alteration of the *Insured's* health certified by a competent medical authority.



**PURPOSE OF THE COVER**

The purpose of the cover is to reimburse *Medical Expenses*.

**The proposed compensation shall be paid to the *Insured* exclusively in addition to any compensation that may be covered for the same damage by Social Security or any other collective provident scheme, including mutual organisations or an insurance company, without the *Insured* being able to receive a total amount greater than the expenses actually incurred.**

**MAXIMUM LIABILITY OF THE *INSURER***

The maximum compensation shall not exceed **€2,300 per *Insured* for any loss exceeding €30 per *Claim*.**

**SPECIFIC EXCLUSIONS**

In addition to the common exclusions (see COMMON EXCLUSIONS), the following are also excluded:

- all *Medical Expenses* if they are not directly the result of an *Accident*,
- psychoanalysis, stays in nursing homes, rehabilitation, physiotherapy and rehab.

**SPECIFIC SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A *CLAIM***

In addition to the common supporting documents (see COMMON SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A *CLAIM*), the *Insured* must produce the following documents:

- a medical certificate confirming the materiality of the *Accident* and indicating the period for which the *Insured* is unable to engage in a sport,
- the bill for the *Medical Expenses*,
- prescriptions,
- statements of reimbursements of *Medical expenses* by Social Security,
- statements of reimbursement of *Medical expenses* by his/her supplementary health insurance.

**1.2 *Ski lift passes, equipment and lessons*****SPECIFIC DEFINITIONS**

*Ski pass, equipment and skiing lessons*

Portion of the costs of ski lift passes, ski equipment hire and skiing lessons **not used** following an *Accident* **meeting the above cover conditions**, rendering the *Insured* unable to ski, as confirmed by a doctor.

**PURPOSE OF THE COVER**

The purpose of the cover is to reimburse the *Insured* for *Ski passes, ski hire and skiing lessons*.

If the *Insured* is a child under the age of 14, the cover is extended to the ski pass, ski hire and ski lessons of one of the two parents, who must be present.

**MAXIMUM LIABILITY OF THE *INSURER***

The maximum compensation shall not exceed **€850 per *Insured* and per *Accident*.**

With the exception of Season ski passes, the compensation due shall be calculated based on the number of days remaining from the day following the day of the *Occurrence* of the event.

For a Season ski pass, compensation shall be payable in the event of an *Accident* resulting in a temporary total inability to ski or in the event of the death of the *Insured* as a result of an *Accident*. The amount of compensation will be calculated *pro rata temporis* based on the period during which the *Insured* is unable to ski, as confirmed by a doctor.

**SPECIFIC SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A *CLAIM***

In addition to the common supporting documents (see COMMON SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A *CLAIM*), the *Insured* must produce the following documents:

- a medical certificate indicating the during which the *Insured* is unable to ski,
- the ski passes, mentioning the name of the beneficiary as well as the ski pass start and end dates,
- the ski equipment rental invoice,
- the invoice for skiing lessons indicating the name of the beneficiary and the start and end dates of the lessons.



### 1.3 Search costs

#### SPECIFIC DEFINITIONS

##### *Search costs*

Costs borne by the *Insured* as a result of operations carried out by rescuers or professional rescue organisations appointed by the local official authorities. These professional rescuers only come out with the aim of looking for the *Insured* in a place without any means of rescue other than those that they are able to offer.

#### PURPOSE OF THE COVER

Following an *Accident*, the *Insurer* shall cover the *Search Costs*.

#### MAXIMUM LIABILITY OF THE *INSURER*

The *Insurer* shall compensate the *Insured* **up to the amount of the actual costs incurred.**

**The compensation may be paid directly to the rescue organisations involved in the searches. In this case, the *Insured* will not receive any compensation from the *Insurer*.**

#### SPECIFIC SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A *CLAIM*

In addition to the common supporting documents (see COMMON SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A *CLAIM*), the *Insured* must produce the invoices of the Search organisations.

### 1.4 Transfer charges

#### SPECIFIC DEFINITIONS

##### *Transfer charges*

Charges borne by the *Insured* following a transfer organised by medical or emergency authorities between the place of the *Accident* and the nearest medical centre or hospital, if necessary.

#### PURPOSE OF THE COVER

The *Insurer* shall reimburse the *Insured* the *Transfer Costs* following an *Accident*.

#### MAXIMUM LIABILITY OF THE *INSURER*

The *Insurer* shall compensate the *Insured* for the actual costs incurred. The compensation may be paid directly to the organisations that carried out the transfer. In this case, the *Insured* will not receive any compensation from the *Insurer*.

#### SPECIFIC SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A *CLAIM*

In addition to the common supporting documents (see COMMON SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A *CLAIM*), the *Insured* must produce the invoices of the organisations that carried out the transfer.

### 1.5 Civil Liability/Defence and Recourse

#### SPECIFIC DEFINITIONS

##### *Bodily injury*

Any bodily injury suffered by a natural person, resulting from an unforeseen event external to the victim.

##### *Property damage*

Any deterioration of an object or substance, any physical harm to animals, resulting from an unforeseen event outside the damaged object.

##### *Consequential intangible damage*

Any financial loss resulting from the loss of enjoyment of a right, the interruption of a service rendered by a person, movable or immovable property or the loss of profit, which is the direct consequence of covered *Bodily Injury* or *Property Damage*.



*Non-consequential intangible damage*

Any pecuniary loss, which does not result in physical harm to property or person, but which is the result of *Bodily Injury* or *Property Damage* that is not covered.

*Pure intangible damage*

Any pecuniary loss, which does not result in physical harm to property or person, and which is not the result or consequence of *Bodily Injury* or *Property Damage*.

*Harmful event*

Cause of damage suffered by the *Third Party* victim and subject to an amicable or legal claim.

**CIVIL LIABILITY****PURPOSE OF THE COVER**

The purpose of the cover is to cover the financial consequences of the *Insured's* civil liability incurred in the event of *Bodily Injury* or *Property Damage* caused to *Third Parties* and resulting from an *Accident*.

**MAXIMUM LIABILITY OF THE INSURER**

In the event that an *Insured* is liable for *Bodily Injury* and/or *Property Damage*, the maximum compensation shall not exceed **€1,000,000 per calendar year. For *Property Damage*, only Losses exceeding €150 will be covered.**

For the same *Claim*, the compensation paid under this cover may not under any circumstances be combined with that provided for in the "Foreign Civil Liability" cover.

**SPECIFIC EXCLUSIONS**

In addition to common exclusions (see COMMON EXCLUSIONS), the following are also excluded:

- any *Consequential immaterial damage* following covered *Property Damage* or *Bodily Injury*,
- any damage caused by:
  - motor vehicles, caravans, traction units, sailing or motor boats, motorised aircraft of all kinds,
  - animals owned, used or kept by the *Insured* or persons for whom he/she is civilly liable,
- any damage caused to property belonging to or entrusted to the *Insured* at the time of the event,
- fines,
- damage caused by buildings or parts of buildings owned, rented or occupied by the *Insured*,
- Damage for which the *Insured* is liable in respect of his/her profession, commercial activities or trading.

**DEFENCE AND RECOURSE****PURPOSE OF THE COVER*****"Civil defence" cover:***

If the *Insured's* civil liability is invoked under the policy, the *Insurer* undertakes to defend the *Insured* before the relevant courts. If the *Insured* deems that there is a conflict of interest with the *Insurer* under the "civil defence" cover, the *Insured* shall be free to choose the lawyer responsible for his/her civil defence. The *Insurer* shall pay the defence costs and legal fees within the limits set in the *Policy*.

***"Criminal defence and recourse" cover:***

The *Insurer* undertakes to defend the *Insured* before the criminal courts in connection with a covered *Claim* in respect of his/her civil liability.

The *Insurer* undertakes to make every effort to bring an amicable remedy against the liable *Third Party/ies* and to enable the *Insured* to be compensated for the damage suffered, where this remedy is based on damage that would have been covered under the *Insured's* "civil liability" cover as defined under the *Policy*. If an amicable agreement cannot be reached, the *Insurer* shall inform the *Insured* of the need to refer the matter to the competent court.

If a lawyer or any other person qualified by the laws or regulations in force is used to defend, represent or serve the interests of the *Insured* under the "criminal defence and recourse" cover, the *Insured* shall be free to choose a lawyer. The *Insurer* undertakes to pay the legal fees within the limits set in the *Policy*.

In the event of a disagreement between the *Insured* and the *Insurer* on the measures to be taken to settle a dispute arising from the





*Policy*, the *Insured* and the *Insurer* may seek the opinion of a third party appointed by mutual agreement. If they are unable to agree on the appointment of said person, the Presiding Judge of the Regional Court of the *Insured*'s place of residence shall be responsible for ruling. The costs incurred in connection with this procedure for appointing a third party shall be borne by the *Insurer* within the limits set in the cover.

If the *Insured* has initiated litigation proceedings at its own expense and obtains a more favourable solution than that proposed by the *Insurer* or by the third party, the *Insurer* shall compensate the costs incurred in exercising this action up to the limit set in the cover.

#### **MAXIMUM LIABILITY OF THE *INSURER***

The maximum compensation shall not exceed **€8,000 per Claim**.

#### **SPECIFIC EXCLUSIONS**

In addition to common exclusions (see COMMON EXCLUSIONS), the following are also excluded:

- fines,
- disputes or disagreements not arising in connection with the *Policy*.

#### **SPECIFIC SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM**

In addition to the common supporting documents (see COMMON SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM), the *Insured* must produce the following documents:

- a medical certificate stating the date and nature of the *Accident* and the period during which the *Insured* was unable to ski,
- any document(s) that confirm the materiality of the *Accident*,
- documents substantiating the loss,
- the letter(s) of complaint sent to the *Third Party* or its insurer,
- testimony/ies,
- the declaration of the claim to the other insurer and a copy of the acknowledgement of receipt,
- any summons.



## 2 In the event of damage

### SPECIFIC DEFINITIONS

#### *Mountain sports Equipment*

Any technical equipment, including special shoes, intended for the practice of mountain sports such as skiing, snowboarding, snowshoeing, hiking, mountain biking, archery, paddling, rafting and hydrospeed. These may belong to or have been hired by the *Insured*.

### 2.1 Breakage/*Theft* of personal *mountain sports Equipment*

#### PURPOSE OF THE COVER

In the event of accidental damage to or *Theft* of the *Insured*'s personal *mountain sports Equipment*, the *Insurer* shall reimburse the *Insured* the cost of hiring equivalent replacement equipment from a professional hire company.

#### MAXIMUM LIABILITY OF THE *INSURER*

The *Insurer* shall compensate the *Insured* for the actual costs incurred in hiring equivalent *mountain sports Equipment* for **up to a maximum period of 8 (eight) days' hire**.

#### SPECIFIC SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A *CLAIM*

In addition to the common supporting documents (see COMMON SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A *CLAIM*), the *Insured* must produce the following documents:

- the report recording the *Theft* of the *personal mountain sports Equipment*,
- invoices for *personal mountain sports Equipment*,
- the hire company's invoice.

### 2.2 Breakage/*Theft* of hired *mountain sports Equipment*

#### PURPOSE OF THE COVER

In the event of accidental breakage or *Theft* of *mountain sports Equipment* hired from a professional hire company, the *Insurer* shall pay the costs payable by the *Insured* under the hire agreement.

#### MAXIMUM LIABILITY OF THE *INSURER*

The maximum compensation shall not exceed **€850 per *Insured***. An **Excess of 20% (twenty%) of the amount payable by the *Insured*** shall be deducted from the final compensation.

#### SPECIFIC SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A *CLAIM*

In addition to the common supporting documents (see COMMON SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A *CLAIM*), the *Insured* must produce the following documents:

- the report recording the *Theft* of the *hired mountain sports Equipment*,
- a certificate from the hire company stating that the *mountain sports Equipment* hired has been damaged or stolen,
- the hire company's invoice.



**SPECIFIC EXCLUSIONS**

In addition to common exclusions (see COMMON EXCLUSIONS), the following are also excluded:

- damage resulting from:
  - use of the hired *mountain sports Equipment* that does not comply with the instructions of the hirer or non-compliance with the regulations in force,
  - normal wear and tear of the hired *mountain sports Equipment*,
- *mountain sports Equipment* stolen without breaking into a premises or vehicle or stolen without assault on the *Insured*,
- *mountain sports Equipment* left unattended,
- scratches, scrapes or any other damage to the hired *mountain sports Equipment* that does not alter its operation,
- loss or disappearance of the hired *mountain sports Equipment*
- *Theft* committed by any person other than a *Third Party*.



## **DAMAGE TO THE RENTAL VEHICLE**

The *Insured* shall benefit from Damage to Rental Vehicle cover, without application of the *Excess* of 100 (one hundred) Km, provided that the *Rental Vehicle* has been paid for or booked using the *Card* or a bank cheque or a transfer before the *Occurrence of the Loss*. If payment with the *Card* is requested by the rental company and if payment is made at the end of the rental period, the *Insured* must provide proof of a booking made using the *Card* before signing the rental agreement, such as a pre-authorisation.

### **SPECIFIC DEFINITIONS**

#### *Insured party*

The *Cardholder* and the persons whose names are indicated **beforehand** on the rental agreement, in their capacity as drivers.

#### *Property damage*

Any damage to the *Rental Vehicle* resulting from an unforeseen event external to the damaged item.

#### *Immobilisation charge*

Daily vehicle parking fee that may be invoiced by the repairer.

#### *Rental vehicle*

Any combustion or electric registered land-based four-wheel motor vehicle (**excluding those referred to in the SPECIAL EXCLUSIONS**) under a rental agreement with a company specialising in vehicle leasing, as well as any replacement vehicle lent by a repairer, when the *Cardholder's* vehicle is immobilised for repair, provided that this loan is the subject of a valid contract substantiated by invoices.

### **TERMS OF COVER**

Cover applies to the *Insureds* provided that:

- **the payment terms set out above have been met,**
- **their names were included beforehand in the rental agreement,**
- **the total term of the rental agreement does not exceed 60 (sixty) days, even if the rental consists of several successive contracts,**
- **the use of the *Rental Vehicle* complies with the clauses of the rental agreement that the *Cardholder* has signed with the rental company,**
- **the criteria for use imposed by the rental company as well as the local law or jurisdiction are met.**

The *Insurer* recommends that the *Insured*:

- ensures that the rental agreement is completed in full, without deletion or addition, and that it indicates the amount of charges applicable in the event of damage,
- draw up a joint report on the condition of the *Rental Vehicle* before and after its rental,
- in the event of *Theft* or vandalism of the *Rental Vehicle*, file a complaint with the competent authorities within 48 hours specifying the circumstances of the *Loss* and details of the vehicle (make, model, etc.).

In the event of a *Claim*, compliance with these provisions will facilitate the management of the file.

### **PURPOSE OF THE COVER**

In the event of *Theft* of the *Rental Vehicle* or in the event of *Property Damage* caused to the *Rental Vehicle*, with or without an identified *Third Party*, whether liable or not, the *Insurer* shall pay the costs charged to the *Insured* by the rental company in accordance with the rental agreement, namely the amount of:

- the *Excess* stipulated in the rental agreement,
- or the repairs to the *Rental Vehicle* set in the surveyor' report or in the quotation from a professional repairer.

In the event of *Property Damage* to the *Rental Vehicle*, the *Insurer* shall pay the *Immobilisation Charges* up to the daily rental price during the number of days of immobilisation required to repair the *Rental Vehicle*, but may not exceed the number of rental days initially provided for in the rental agreement.

Lastly, in the event that the rental company charges administrative fees to the *Insured*, the *Insurer* shall cover the reimbursement of these costs up to a limit of **€75 per Claim, bearing in mind that it does not cover the costs invoiced by the rental company**



corresponding to any operating loss.

### **COVER PERIOD**

Cover shall take effect from the signing of the rental agreement and shall cease when *the Insured* returns the *Rental Vehicle* **within the limit of 60 (sixty) consecutive days, even if said rental consists of several successive agreements.**

**Thus, the total of these agreements may not exceed 60 (sixty) days, even if the Cardholder has several bank cards.**

**After the 60th (sixtieth) day, corresponding to 60 consecutive or non-consecutive days of rental, the cover shall expire.**

### **MAXIMUM LIABILITY OF THE INSURER**

This insurance policy is granted for up to 2 (**two**) **Claims settled** in chronological order of *Occurrence* per calendar year.

### **SPECIFIC EXCLUSIONS**

In addition to common exclusions (see COMMON EXCLUSIONS), the following are also excluded:

- limousines of all makes and models,
- vintage cars over 20 years old or whose production has ceased for more than 10 years,
- commercial vehicles of more than 3.5 tonnes of total laden weight and/or more than 8m<sup>3</sup> of usable volume,
- camping cars, caravans, approved fitted vans, vehicles from manufacturers equipped with a sleeping area, quads and buggies, aerial work cradles, agricultural and construction equipment,
- the rental of more than one *Rental Vehicle*,
- the rental of vehicles through subscription to a public service, such as Autolib in Paris and the Paris region,
- private vehicles rented out on a specialised platform,
- paid passenger vehicles, in particular private hire vehicles,
- chauffeur-driven vehicles,
- the rental of a vehicle under a long-term lease (LLD) or a lease with option to buy (LOA),
- the rental, by the legal representative of the rental company, of a vehicle belonging to its fleet,
- damage caused by wear and tear to the *Rental Vehicle* or a manufacturing defect,
- all deliberate damage,
- damage caused to the interior of the *Rental Vehicle*,
- the keys to the rented vehicle,
- choosing the wrong type of fuel,
- expenses not relating to the repair or replacement of the *Rental Vehicle* (except for any immobilisation and towing costs charged to the Insured),
- damage caused as a result of the impounding or removal of the *Rental Vehicle* by the police authorities or upon request,
- damage occurring during off-road use of the *Rental Vehicle*,
- the insurance premiums paid to the rental company.

### **SPECIFIC SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM**

In addition to the common supporting documents (see COMMON SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM), the *Insured* must produce the following documents:

- the rental agreement,
- the pre-authorisation ticket or voucher,
- in the event of *Theft*: the filing of a complaint with the competent authorities,
- in the event of *Property Damage*:
  - o the joint report drawn up with the rental company,
  - o the estimate or invoice for repairs,
  - o the surveyor's report,
- the rental company's bank details if the costs have not been paid, or proof of payment of said costs by the Insured.

**The Insurer reserves the right to request any additional documents it deems useful to verify the materiality of the facts, in particular the certificate of non-intervention by the insurer of the damaged or stolen vehicle.**



**SHOWS****CANCELLATION OF TICKETS**

The *Insured* benefits from the “Shows” cover on the mandatory condition that the *Show Ticket* purchased to attend the event was paid for before the *Occurrence* of the *Loss* using the following means of payment made available by the *Issuer*: the *Card* or bank cheque or transfer.

**SPECIFIC DEFINITIONS***Health Incident*

Any sudden and unforeseeable bodily injury or alteration of health recorded by a competent medical authority prior to the *Cancellation* requiring medical supervision.

*Cancellation*

Outright cancellation of the participation of one or more *Insured(s)*. **Cancellation must take place before the show.**

*Show ticket*

Ticket purchased to attend a musical, theatrical or sporting event.

*Covered shows*

Musical, theatrical or sporting event.

*Person keeping minor children*

Employee of the *Insured* with a valid employment contract.

**PURPOSE OF THE COVER**

In the event of the *Occurrence* of one of the insured events provided for below that led *the Insured* not to attend the covered show, the *Insurer* shall reimburse the ticket purchase price.

**INSURED EVENTS**

**The following events are only covered if they are the sole cause of the *Cancellation* of the *Ticket for the show*:**

- A *Health Incident* of one of the *Insureds* occurring during the 72 hours prior to the show,
- One of the *Insureds* tests positive (PCR) for Covid-19 less than 72 hours before the show,
- The death of one of the *Insureds* occurring during the 72 hours prior to the show,
- A *Health Accident* of the *Person keeping minor children* occurring during the 72 hours prior to the show,
- The death of the *Person keeping minor children* occurring during the 72 hours prior to the show,
- The birth of a child or grandchild of the *Insured*, including by marriage, occurring during the 72 hours prior to the show,
- A marriage, civil partnership or baptism of one of the *Insureds* or to which he or she is invited,
- The participation of the *Insured* in an event or sporting competition,
- *Serious Property Damage* affecting the *Insured* in his or her properties or work tool if he or she is a farmer, merchant, self-employed or running a business, during the 72 hours prior to the show,



- The *Insured* receives a summons on the day of the *Show* provided that this event was not known to the *Insured* at the time the ticket was purchased:
  - before a court as a juror, witness or expert,
  - for the adoption of a child,
  - for an organ transplant,
  - an exam resit following a failed school, university or administrative exam, provided that the failure of the exam was not known about on the day the ticket was purchased,
  - a professional exam,
  - and, in general, any summons issued by the authorities of an imperative, unforeseeable nature and whose request for postponement has not been accepted.
- A business trip of more than 150 km from the place of the show, on-call duty, attending a seminar, a visit by the *Insured* on the day of the show due to an assignment imposed by the employer, provided that these events were not about known at the time the ticket was purchased,
- Cancellation or alteration by the *Insured's* employer of the dates of his/her leave if the request for leave had been accepted in writing by the same employer before the *Ticket* was purchased.

This event is not covered if the *Insured* can request, change or cancel their leave without the approval of a line manager being required (e.g. senior executives, managers and legal representatives of the company).

- The *Insured's* professional transfer, travel assignment or expatriation imposed by the employer, provided that these events were not known about when the ticket was purchased,
- The *Theft* or loss of identity papers required for the *Trip* to attend the show or to collect tickets, of one of the *Insureds*, if the *Theft* or loss occurred during the 72 hours prior to the show. Official proof will be required;
- A *Theft* of tickets that has been reported to the police,
- The immobilisation of the *Insured's* vehicle following an accident or mechanical breakdown or a puncture in the 24 hours preceding the show.

#### DATE OF OCCURRENCE OF THE LOSS

<b>INSURED EVENTS</b>	<b>OCCURRENCE</b>
<i>Health Incident</i>	Date of medical certificate
Death	Date of death
Birth	Date of birth
Marriage, civil partnership, baptism	Date of marriage, civil partnership, baptism
Sporting event	Date of the sporting event
<i>Serious property damage</i>	Date on which the damage <i>Occurred</i>
Invitation or summons	Date of notification of the summons
Business travel, on-call duty, seminar, conference	Date of travel, on-call duty, seminar, conference
Cancellation of/change to leave	Date of notification by the employer of the cancellation of or change to leave
Transfer	Date of notification by the employer of the transfer
<i>Theft/loss of identity documents</i>	Date of the <i>Theft</i> or loss
Confirmed <i>Theft</i> of tickets	Date of the <i>Theft</i>
Vehicle immobilised	Date of immobilisation

#### MAXIMUM LIABILITY OF THE INSURER

In all cases, regardless of the number of *Insureds*, the maximum compensation shall not exceed **€300 per event**, with a maximum amount of **€1,500 per calendar year**.



**SPECIFIC EXCLUSIONS**

In addition to common exclusions (see COMMON EXCLUSIONS), the following are also excluded:

- cancellations by the event organiser,
- subscriptions to shows/events,
- amusement parks such as Disneyland, Parc Astérix, Puy du Fou, etc.,
- administrative fees,
- tickets paid for in cash,
- tickets purchased from ticket touts,
- an event of which the *Insured* became aware at the time of the ticket purchase as being likely to invoke the cover,
- lost tickets,
- the *Insured's* vehicle running out of fuel;
- cancellations due to the failure to present, for any reason whatsoever, one of the documents required for collecting *Tickets for the show*, except in the cases provided for under this cover,
- criminal proceedings in which the *Insured* is involved.

**SPECIFIC SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM**

In addition to the common supporting documents (see COMMON SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM), the *Insured* must produce the following documents:

In all cases: the original of the covered ticket(s) unless they and the purchase invoice for the ticket(s) have been stolen.

Depending on the insured event:

- a medical certificate proving the materiality of the *Health Incident*,
- a copy of the death certificate,
- a copy of the birth certificate,
- all official documents and copies of instruments certifying the materiality of the event,
- a copy of the *Insured's* registration form for a sporting event,
- a certificate from the emergency response authorities or services, indicating the date and circumstances of the *Serious Property Damage*.
- the invitation or summons,
- the employer's assignment instruction or certificate mentioning the event and its date,
- the certificate of approval of leave agreed before the purchase of the ticket and the certificate of cancellation of or change to leave,
- a certificate from the employer stating the date of notification and the effective date of the transfer, assignment or expatriation,
- the filing of a complaint in the event of *Theft* or the reporting of lost identity documents to the police,
- If the vehicle is immobilised: a copy of the invoice for towing/repair of the vehicle.





## WHAT TO DO IN THE EVENT OF A *LOSS*

The *Insured* may declare a *Claim*:

- by telephone, by calling the number shown on the back of the *Card* from Monday to Saturday and between 8:00 a.m. to 9.00 p.m., excluding statutory public holidays and/or non-working days.
- online at <https://ca-assistancesolutions.fr>
- by letter to "Europ Assistance France - Service Gestion Assurance Carte, TSA 21234, 80209 PERONNE CEDEX", clearly indicating the telephone and email details to which to contact him/her in order to complete the declaration."

### **DECLARATION DEADLINE**

Unless otherwise stipulated, the *Insured* is obliged to declare sincerely and accurately, providing any relevant document, any *Loss* for which he/she may claim compensation under this *Policy* within **20 (twenty) working days** of its *Occurrence*.

In the event of non-compliance with this obligation, the *Insurer* may reduce the compensation in proportion to the loss that this failure has caused it, until the *Insured's* rights have been fully forfeited.

This clause may not be invoked against the *Insured* if it is established that the delay in declaring a *Loss* is due to being unable to make the declaration within the allotted time as a result of an unforeseeable or *Force Majeure* event (Article L.113-2 of the French Insurance Code).

### **BURDEN OF PROOF**

It is the *Insured's* responsibility to demonstrate the reality of the *Loss*, it being understood that any request not substantiated by sufficient information to prove the materiality of the facts may be rejected.

### **COMMON SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A *CLAIM***

For all cover:

- the compensation claim form sent after the declaration and completed by the *Insured*,
- the payment certificate sent after the declaration and completed by the *Insured's* bank branch,
- a *Card* statement showing the payment of the insured benefits and/or property,
- a bank statement in the event of payment by bank cheque or bank transfer showing the payment of the insured benefits and/or property,
- statement of bank details, including the IBAN and BIC,
- proof of the status of *Insured* or *Beneficiary*: in particular identity document, family record book, civil partnership certificate, joint living certificate, EDF/GDF bill, tax notice proving the tax relationship of ascendants and descendants, copy of the disability card for dependent ascendants, inheritance certificate, etc.

For each cover:

To know which supporting documents are required for handling the claim, the *Insured* must refer to the conditions of each (SPECIFIC SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A *CLAIM*).

**In general, only expenses substantiated by receipts will be covered. Furthermore, for each cover, the *Insurer* reserves the right to request any additional documents it deems useful to confirm the materiality of the facts.**

### **SETTLEMENT OF *CLAIMS***

Except in the specific case of accidental Death/Permanent Disability cover, compensation shall be paid, after receipt of all the supporting documents requested, within 15 (fifteen) calendar days of the agreement of the parties or the enforceable court decision. It is paid by bank transfer, including all taxes, to the *Insured's* account. For purchases made in a foreign currency, the amount debited in euros from the *Insured's* account shall be taken into account.



**SUBROGATION OR RECOURSE AGAINST THE PERSONS RESPONSIBLE FOR THE LOSS**

As provided for in Article L121-12 of the French Insurance Code, the *Insurer* is subrogated, for all cover, in all the rights and actions of the *Insured* up to the amount of the compensation paid against any person responsible for the *Claim*.

The *Insurer* may be released, in whole or in part, from its liability to the *Insured*, if the subrogation can no longer be carried out in favour of the *Insurer* as a result of the *Insured's* actions.

**SURVEY**

Damage shall be assessed by mutual agreement or, failing that, by an amicable survey, subject to the respective rights of the parties. Both parties, the *Cardholder* and the *Insurer*, shall each appoint a surveyor. If the surveyors thus appointed do not agree, they shall appoint a third surveyor. The three surveyors shall act by mutual agreement and by a majority of votes. If one of the parties fails to appoint a surveyor, or if the two surveyors fail to agree on the choice of the third surveyor, the appointment shall be made by the Paris Regional Court. This appointment takes place at the request of the first party to act made at the earliest 15 days after the sending the other party of a registered letter giving formal notice with acknowledgement of receipt. Each party shall pay the costs and fees of its surveyor and, where applicable, half of the fees of the third surveyor and the costs of his appointment.

**In all cases, for *Permanent Disability* cover, the *Insurer* shall carry out a medical assessment in order to determine the *Permanent Disability* rate according to the compensation schedule for workplace accidents provided for in the policy.**

**MULTIPLE INSURANCE POLICIES**

In accordance with Article L.121-4 of the French Insurance Code, any insured that has cover under several policies for the same interest and against the same risk, must immediately inform each insurer of the other insurers. In this notification, the *Insured* must indicate the name of the insurer with which another insurance policy was taken out, and the amount insured. If several insurance policies have been taken out without fraudulent intention, each one shall be effective up to the limits of the cover and in compliance with the provisions of the French Insurance Code.

**TIME BARRING**

**Time barring limit.** Time barring is a **time limit**, set by regulations, **after which it is no longer possible for the Insured, the Insurer CAMCA or the broker CAMCA Courtage to initiate legal proceedings** (for example in the event that, following a dispute about a Loss, the out-of-court phase has not resulted in an agreement). The parties to an insurance Policy may not, even by mutual agreement, change the time barring period set by law or add grounds for its suspension or interruption.

**Time barring period.** Any legal action arising from the insurance Policy must be brought **within two years** of the occurrence of the Loss (Article L. 114-1 of the Insurance Code).

**The start of this two-year period may be delayed in two situations:**

- if the Insured makes a false or inaccurate declaration; in this case, this period only begins when the Insurer CAMCA or the broker CAMCA Courtage discovers it.
- if a Loss occurred on a specific date but the victims became aware of it much later. In this case, the victims will have to prove that they were unaware of the existence of the Loss in question, and the time limit begins at the moment when the Insured became aware of the Loss.

**Interruption of time barring.** The time barring can be interrupted in certain situations provided for by law. This means that the original time barring period is stopped and erased. A new two-year period starts from the date on which these situations arise.

According to the law, the time barring can be interrupted in the following situations:

- Acknowledgement by the debtor (art. 2240 of the Civil Code). For example, if the debtor officially admits that the person to whom he/she owes money has the right to demand payment, this resets the legal time limit for demanding payment of the debt;
- A legal claim (arts. 2241 to 2243 of the French Civil Code),
- An act of forced execution of a decision (arts. 2244 to 2246 of the French Civil Code),
- The appointment of an expert following the Loss,
- By sending a registered letter or an electronic registered letter with acknowledgement of receipt that:
  - The broker CAMCA Courtage sends to the Insured concerning the action for payment of the premium,
  - The Insured sends to the broker CAMCA Courtage concerning the payment of compensation.



(Article L114-2 of the Insurance Code)

## COMPLAINTS – MEDIATION

**For any dispute relating to a Policy or a transaction carried out online**, the Insured may use the European Online Dispute Resolution platform accessible at: <https://webgate.ec.europa.eu/odr>. This platform is only open to individuals who are not acting for professional purposes.

### First recourse: CAMCA Courtage Cards Customer Service Department

If the Insured is dissatisfied with some aspect of this Policy, he/she must first file a complaint with the Cards Customer Service Department acting on behalf of the Insurer in its capacity as delegatee:

- by e-mail: [serviceclientscartes@ca-camcacourtage.fr](mailto:serviceclientscartes@ca-camcacourtage.fr)
- or
- by post to: - CAMCA Courtage - Service Clients Cartes - 53, rue la Boétie - 75008 Paris

### The steps of the written complaint:

#### 1. The Insured submits a complaint to the Cards Customer Service Department

#### 2. The Cards Customer Service Department acknowledges receipt of the complaint

This acknowledgement is sent within a maximum of **10 working days** of the complaint being sent.

#### 3. The Cards Customer Service Department responds to the complaint

In order to process the complaint, the Cards Customer Service Department may contact the Insurer to obtain further information about the performance of the Policy. The response is sent to the Insured within **2 months** of the complaint being sent.

### Second amicable recourse: the Insurance Ombudsman

In the event of disagreement on the response given by the Cards Customer Service Department, or in any event within 2 months of the sending of an initial written complaint, **whether or not a response has been received**, the *Insured* may then refer the matter to the Insurance Ombudsman (La Médiation de l'Assurance), an organisation independent of the *Insurer*, without prejudice to other legal remedies.

Recourse to the Insurance Ombudsman is **only open to natural persons who are not acting for professional purposes**. The Insured expressly authorises the Insurer to provide the Ombudsman with all documents and information required for the performance of its duties.

**Conduct of the mediation procedure.** The Insured may obtain information on how this mediation procedure works by consulting the Insurance Ombudsman's website.

#### 1. The Insured refers the matter to the Ombudsman

The Insured's request must be made **within one year** of your written complaint to CAMCA.

#### 2. The Ombudsman informs the Insurer CAMCA of the referral made by the Insured

#### 3. Mediation ends within 90 days at the latest

This period may be extended at any time by the Ombudsman in the event of a complex dispute.

The Insured may refer the matter to the Ombudsman:

- or electronically on the following website: [www.mediation-assurance.org](http://www.mediation-assurance.org),
- or by letter to:

La Médiation de l'Assurance TSA 50110 - 75441 PARIS CEDEX 09



The examination of the *Insured's* case by the Ombudsman shall only begin on receipt of the complete file. The Ombudsman shall issue an opinion within three (3) months of receipt of the complete file, with the *Insured* retaining the right to refer the matter to court at a later date.

In managing complaints, the Cards Customer Service Department and the *Insurer* (when a complaint is brought to its attention) will each at their own level process the personal data concerning *Insured* in their capacity as data controller in accordance with the provisions set out in the “**PROTECTION OF PERSONAL DATA**” section of this notice.

This personal data will only be processed within the strict framework and for the period necessary to manage the complaint filed with the Cards Customer Service Department and/or the *Insurer*.

## PROTECTION OF PERSONAL DATA

**Identity of data controllers.** Your personal data is collected by different data controllers (each of whom determines how the data is processed):

- The Insurer CAMCA and CAMCA Courtage, when they collect your personal data to process them as part of the management and performance of your Insurance policy;
- EUROP ASSISTANCE FRANCE, when it collects your personal data on the occasion of the declaration of a loss.

The *Insured* acknowledges that it has been informed that the *Insurer*, CAMCA Courtage and EUROP ASSISTANCE FRANCE, claims management delegatee, process the *Insured's* personal data in accordance with the data protection regulations in force, for the purposes described below. The categories of personal data processed as part of this processing are as follows:

- Economic and financial information:
  - o The bank details in the event of compensation following acceptance of the claim;
  - o The first 9 digits of the *Insured's* bank card to check the cardholder's eligibility for the insurance cover provided hereunder;
- Identity (surname, first name);
- Contact details (postal and email address);
- Data relating to claims as set out below in connection with the performance of the *Policy* (see “*What to do in the event of a Loss?*”).

If the above data are not sent, it will be harder or even impossible to manage the *Insured's* declarations of claims.

### **I. Description of the purposes, legal bases and retention periods for the processing of personal data for which the Insurer CAMCA and CAMCA Courtage are independent data controllers**

The *Insured* is informed that their personal data will be processed for the purposes described below.

**Processing for the following purposes is specific to insurance policies and necessary for the performance of this Policy:**

- administering and managing requests (declaration of claim, certificate, information, etc.) in connection with one or other insurance cover provided for under this agreement. It is specified that this processing is carried out, in part by EUROP ASSISTANCE FRANCE acting in this context as a subcontractor within the meaning of the GDPR, as delegated by the *Insurer*;
- managing complaints relating to the performance of this policy as well as the consequences of referrals to the Ombudsman that may be made at the initiative of the *Insured*. In managing complaints, CAMCA Courtage's Cards Customer Service and the *Insurer* shall each at their own level process personal data concerning the *Insured* in their capacity as data controller;
- handling requests for information and potential disputes relating to the conclusion, performance or termination of the policy;
- examine cases requiring special examination as part of exceptional procedures.

For these assignments, CAMCA Courtage may use any service provider of its choosing by virtue of an express written delegation mandate. The *Insured's* personal data processed in this context is kept for the entire period necessary to manage the file (claims, complaints, mediation, requests for information or litigation), plus the time barring periods (ten (10) years for medical-related processing, five (5) years for other processing) and the mandatory retention periods to meet our accounting and tax obligations.

**Processing for the following purposes is in the legitimate interest of the Insurer and has the following retention periods:**



- examining, accepting, controlling and monitoring risk: time required to manage files plus the time barring periods;
- conducting satisfaction surveys of *Insureds* who have benefited from insurance services, with a view to improving the quality of services: three (3) months;
- managing requests from data subjects to exercise their rights under the GDPR or the French Data Protection Act: three (3) years;
- auditing the delegates: duration of the assignment increased by a period of six (6) years for the retention of documents obtained as part of the audit assignments conducted by the Insurer;
- compiling commercial statistics and actuarial studies: these data are processed in an aggregated manner and are kept for the period necessary to meet the legal obligations arising from the European Solvency 2 regulations.

**Processing for the following purposes requires the consent of the data subject, obtained by CAMCA Courtage at the time of its implementation:**

- with the assistance of its delegatee, organising half-yearly satisfaction surveys with *Insureds* who have received assistance services, and transmission of the results of the surveys and information data with a view to taking corrective action: three (3) months.

**Processing for the following purposes is necessary to comply with legal obligations:**

- implementing obligations of vigilance related to the fight against money laundering and terrorist financing, and financial sanctions, including raising alerts and making declarations of suspicion,
- implementing measures to combat insurance fraud.

In the event of a fraud alert, unless the alert proves to be relevant, data are kept for a maximum of six (6) months while investigating the alert, and then deleted. In the event of a relevant alert, data are 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 time barring periods. For persons registered on a list of suspected fraudsters, the data concerning them are deleted five (5) years after their registration on this list.

**II. Description of the purposes and legal bases of the processing of personal data for which EUROP ASSISTANCE FRANCE is the independent data controller**

**Processing for the following purposes is in the legitimate interest of EUROP ASSISTANCE FRANCE acting as independent data controller:**

- managing the recording of telephone conversations with its employees, or those of its subcontractors, for the purposes of training and evaluating employees and improving service quality: six (6) months.

**III. Recipients of the *Insured's* personal data**

The *Insured* is informed that some of his/her personal data may be communicated to the *Assistance Provider*, which is the data controller for the management of the assistance cover that may be attached to the *Cardholder's Card*.

The personal data of the *Insureds* may also be transmitted to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and audit authorities and any public bodies authorised to receive them, as well as to the departments responsible of audits such as statutory auditors, auditors and departments responsible for internal control), in particular with a view to meeting the legal or regulatory obligations to which the *Issuer*, EUROP ASSISTANCE FRANCE and/or CAMCA Courtage and the *Insurer* are subject.

Where appropriate, they may be sent to any persons involved in the *Policy* such as lawyers, experts, judicial assistants and ministerial officers, curators, guardians and investigators.

CAMCA Courtage may also send information concerning the *Insured* to the entities of the Group to which it belongs in connection with exceptional proceedings.

**IV. Transfers**

The *Insured* is informed that his/her personal data are communicated to recipients strictly with a view to invoking the cover provided for herein, located:

- in non-EU third countries with equivalent protection by deemed adequate by the European Commission; or
- in non-EU third countries that are not recognised as offering an adequate level of protection by the European Commission with which the *Insurer* or its Delegatee may have entered into a cross-border data transfer agreement drawn up with these recipients in accordance with the standard contractual clauses issued by the European Commission and currently in force, in order to govern



these transfers. Failing this, and where no agreement can be drawn up, the transfer of data, exclusively for the purpose of ensuring the satisfaction of the cover provided for herein, shall be based, on a residual and non-systematic basis, on one of the derogations provided for by the GDPR and in particular on the performance of the agreement between the *Insurer* and the *Insured*.

The *Insured* may request a copy of such appropriate safeguards that govern data transfers to one of the addresses indicated below. The *Cardholder* is also informed that these transfers are envisaged as part of the management of requests in connection with the insurance policy.

## V. Rights of data subjects

As the person concerned by the processing, the *Insured* is informed that he/she has the right to access, rectify, erase and transfer his/her data and to limit its processing. He/she also has the right to object to its processing. If the processing of personal data is based on the consent of the *Insured*, he/she has the right to withdraw his/her consent at any time, without affecting the lawfulness of the processing based on consent before the withdrawal of the consent. Furthermore, he/she has the right to formulate specific and general directives concerning the storage, erasure and communication of his/her data post-mortem by contacting a third party authorised by the French Data Protection Authority.

To exercise his/her rights in connection with the insurance services, the *Insured* may send his/her request to the Data Protection Officer of Europ Assistance France, the management delegate, by letter accompanied by a photocopy of a signed identity document, to one of the following addresses:

- by email to: [protectiondesdonnees@europ-assistance.fr](mailto:protectiondesdonnees@europ-assistance.fr)
- or by post to: Europ Assistance France - For the attention of the Délégué à la protection des données - 23, avenue des Fruitières, 93212 Saint-Denis CEDEX - France.

## AND

For the tasks entrusted to CAMCA Courtage concerning the management of the programme and for the rights that the *Insured* wishes to assert with the *Insurer* over the data concerning it, requests may be sent to the CAMCA Data Protection Officer at one of the following addresses:

- by email to: [dpo@ca-camca.fr](mailto:dpo@ca-camca.fr)
- or by post to: CAMCA, for the attention of the Délégué à la protection des données - 53, rue la Boétie, 75008 Paris

Lastly, the *Insured* is informed that he/she has the right to file a complaint with the Commission Nationale Informatique et Libertés (CNIL), 3, place de Fontenoy, TSA 80715, 75334 Paris CEDEX 07, France. The *Insured* may also contact the CNIL via its online tool: <https://www.cnil.fr/plaintes> or by telephone on 00 33 153 732 222.

## APPLICABLE LAW

This *Policy* is governed by French law. In the event of a difference in legislation between the French Criminal Code and the local criminal laws in force, it is agreed that the French Criminal Code shall prevail, regardless of the country in which the *Loss* occurred.

## SUPERVISORY AUTHORITY

The *Insurer* is subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution, located at 4 Place de Budapest, CS 92459, 75436 Paris CEDEX 09.

## COMPETENT COURTS

The *Policy* is governed exclusively by French law. Any dispute arising from the performance, non-performance or interpretation of this *Policy* shall fall under the exclusive jurisdiction of the French courts.

