
Mastercard Business

Information Notice

Insurance policy no. 10 004 832



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LEGAL NOTICES

Insurance policy no. 10 004 832 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), 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*.



SUMMARY TABLE OF COVER

Trip	
Delay/Cancellation of a means of <i>Public Transport</i> by the carrier	Up to €450
Delayed <i>Luggage</i>	Up to €450
Loss, Theft or damage to <i>Luggage</i> entrusted to a carrier	Up to €850
<i>Accidental Death/Permanent disability</i>	For a <i>Travel Accident</i>: up to €155,000 For a <i>pre- or post-routing accident</i>: up to €46,000
Rental vehicle	
Damage to the <i>Rental Vehicle</i>	Amount of the <i>Excess</i> or repair costs up to a limit of 2 (two) <i>Claims</i> per calendar year <i>Mileage allowance</i>: none
Remote purchases	
Execution of <i>Order</i>	Up to €3,000
Amicable defence compensation – card purchase dispute	Up to €400

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



DESCRIPTION OF COVER

Cover applies solely as a result of holding the *Card*, subject to the conditions set out in this notice, the status of Insured on behalf of third parties being automatically conferred, with no other condition or action by the *Cardholder*.

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*: *Card*, 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,
- *Employees*, a maximum of two per *Trip*.

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

Insureds are covered when travelling alone or together. **However, *Employees* are only covered if they travel with the *Cardholder*.**

Insurer

CAMCA.

Card

Means the Mastercard Business bank card 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.



Employee

A salaried employee, freelance employee or intern of more than 16 years, with a valid employment contract, a freelance employment contract or an internship agreement issued by the company of which the *Cardholder* is either an employee, freelance employee, shareholder, director or corporate officer.

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. 10 004 832.

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 paid or not 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 place of the *Insured's Home* or the *Insured's* usual place of work and the place of departure of 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,
- epidemic or pandemic, as well as the consequences of government and administrative measures taken to contain the associated health crisis,
- bankruptcy of the service provider (carrier, hosting company, tour operator, etc.),
- intentional or fraudulent acts,
- 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. 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 costs strictly necessitated by the circumstances:**

- meal and refreshment expenses up to a limit of €50 per meal and per *Insured*,
- 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 **€450 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.



2. Delay/Loss/Theft/Damage to Luggage entrusted to a carrier

SPECIFIC DEFINITIONS

Luggage

Suitcases, trunks, travel bags together with 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.**

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.

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: **€450 per Claim**,
- in the event of loss/*Theft*/destruction: **€850 per item of Luggage (including €300 for valuables)** after application of an *Excess* of **€50** on the total amount of the loss.

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 the 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.

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 *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*.



3. 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,

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 change in the health of the *Insured* 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*,

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 **€155,000 per Claim and per Family**.

In a *Rental Vehicle*:

- ◆ The maximum lump sum paid by the *Insurer* is **€46,000 per Claim and per Family**.

2) PRE- OR POST-ROUTING ACCIDENT

On board *Public Transport*:

- ◆ The maximum lump sum paid by the *Insurer* is **€46,000 per Claim and per Family**.

In a *Rental Vehicle*:

- ◆ The maximum lump sum paid by the *Insurer* is **€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*: **€155,000**
- for a *pre- or post-routing 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.**



DAMAGE TO THE RENTAL VEHICLE

The *Insured* shall benefit from Damage to the *Rental Vehicle* cover, without application of the *Excess* of 100 (one hundred) km, provided that the *Rental Vehicle* was 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 the *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:

- the rental of the following vehicles:
 - AC Cobra, Acura, ARO, Aston Martin, Audax, Bentley, Berkeley Cars, BMW M Series, Briklin, Bugatti, Cadillac, Camaro, Caterham, Chevrolet Corvette, Dodge (Viper, Stealth, Charger), Coste, Daimler, De Loeran, De Tomaso, Donkervoort, Eagle, Excalibur, Ferrari, Geo, Gillet, Ginetta, GMC, Graham Paige, GTM, Holden, Hudson, Hummer, Imola, Infiniti, Intermecanica, International Harvester, Isdera, Jaguar, Jeep, Jensen, Lamborghini, Lexus, Lincoln, Lotus, Maserati, McLaren, Mercedes AMG all models, Mikrus, Mopar, Morgan, Mega, Mustang, Packard, Pierce Arrow, Porsche, Pickup, Range Rover, Riley Motor, Rolls Royce, Stallion, Studebaker, Tesla, Tucker, TVR, Venturi, Wiesmann, Chevrolet utility vehicles, and Kit Cars,
 - 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 8m³ 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) contract,
- 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 by the court,
- damage occurring during off-road use of the *Rental Vehicle*,
- the insurance premiums paid to the rental company,
- regular rental of commercial vehicles for delivery, groceries, removal:
 - for *Cardholders* whose activities involve transport (shopping, deliveries, courier, moving, etc.): the rental of a commercial vehicle is limited to 8 times per calendar year,
 - for *Cardholders* whose activities do not involve transport: the rental is limited to 4 times per calendar year.



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,
- a company Kbis extract describing its activity,
- 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.



REMOTE PURCHASES

Except in the case of *Fraudulent Use* of the *Card*, the *Insured* shall benefit from “Remote Purchases” cover provided that the *Insured Item* was paid for before the *Occurrence* of the *Loss*. Payment must be made using the following means of payment made available by the *Issuer*: *Card* or transfer.

1. Execution of Order

SPECIFIC DEFINITIONS

Insured party
The *Cardholder*.

Insured item
Any **movable** property with a **unitary value of more than €15** (excluding shipping costs) **for professional use** purchased new using the *Card* or the virtual card associated with it or a transfer, that is the subject of a *Distance Sale* by a *Merchant* to the *Insured*.

Order
Purchase of one or more *Insured Items* from the same *Merchant*, which are paid for together in the same transaction.

Merchant
A legal entity whose usual profession is to carry out a commercial business and to offer the *Distance Selling* of *Insured Items*.

Internet
A global computer network consisting of a set of networks connected by a TCP-IP communication protocol and which cooperate in order to provide a single interface to their users.

Non-compliant delivery
A delivery is non-compliant if:

- the item delivered does not correspond to the *Insured Item* actually ordered by the *Insured*,
- and/or, the *Insured Item* is delivered defective, damaged or incomplete.

The non-compliance must be noted within the period indicated in the *Merchant's* general terms and conditions of sale or, failing that, within 7 calendar days of the date of receipt of the item.

Non-delivery
Non-delivery is confirmed if the *Insured Item* is not delivered within 30 calendar days of the posting of all or part of the transaction on the *Insured* 's bank account to which the *Card* or the transfer is attached.

Order tracking
Functionality offered by a *Merchant*, enabling the *Insured*, after his/her *Order* has been placed, to monitor its progress until the time of delivery.

Distance selling
Sale of an *Insured Item* concluded, without the simultaneous physical presence of the parties, between an *Insured* and a *Merchant* who exclusively use one or more remote communication techniques for the conclusion of this contract.
Constitutes a *Distance Sale*, in particular when concluded on the *Internet*.
However, a sale concluded by means of an ATM or a contactless payment does not constitute a *Distance Sale*.

PURPOSE OF THE COVER

The purpose of this cover is to refund the *Insured* for:

In the event of the *Non-Compliant Delivery* of an *Insured Item*:

- the cost of returning the *Insured Item*,
- the purchase price of the *Insured Item*,

provided that, after making a complaint to the *Merchant*, the *Merchant* has not delivered a compliant replacement item or issued a refund.



In the event of the *Non-Delivery* of an *Insured Item*:

- the purchase price of this item.

provided that, after making a complaint to the *Merchant*, the *Merchant* has not delivered the item or issued a refund.

COVER PERIOD

Cover starts with the purchase of the *Insured Item* and ceases on the day the *Insured Item* is delivered in accordance with the *Order*.

TERRITORIALITY

Cover applies regardless of the place of the *Merchant's* registered office or establishment, **provided that the delivery address for the *Insured Items* is in mainland France, Monaco, Andorra or the French overseas departments and territories.**

MAXIMUM LIABILITY OF THE INSURER

The maximum compensation shall not exceed **€1,500 per Claim and €3,000 per calendar year.**

In the event of *Non-Delivery*, an **Excess of €30** shall be applied to compensation for *Insured Items* purchased on the *Internet* from **Merchants not providing Order Tracking.**

The compensation is calculated on the basis of the purchase price of the insured item paid by the *Insured* and any forwarding costs.

SPECIFIC EXCLUSIONS

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

- the following items:
 - animals,
 - motor vehicles,
 - food and beverages,
 - cash, shares, bonds, coupons, securities, commercial paper and securities of any kind,
 - all Transport tickets, with the exception in the event of *Non-Delivery* of Transport tickets bearing the passenger's full name,
 - tickets (concerts, shows, sporting events),
 - flowers and plants, in the event of a *non-compliant Delivery*,
 - jewellery and objects made of solid precious metals, furs,
 - digital data and IT elements to be viewed or downloaded online (MP3 files, photos, software, etc.),
 - items acquired on exchange or auction sites and items purchased second-hand,
 - items acquired on sites of a violent, pornographic or discriminatory nature that seriously violate human dignity and/or decency,
 - items whose trade is prohibited and/or are acquired on websites prohibited by French law,
 - goods purchased for resale,
 - damage covered by the statutory warranty relating to latent defects within the meaning of Articles 1641 and 1648 of the French Civil Code,
 - damage covered by the statutory warranty relating to non-conformity within the meaning of Articles L 217-4, L 217-5, L 217-12 and L217-16 of the French Consumer Code.
 - acts of insurrection, or confiscation by the authorities,
 - delivery delays due to the merchant or carrier, or a strike by the department providing this delivery,
 - the financial consequences of the non-delivery of an *Item* following a cancellation by *the Insured*.

OBLIGATIONS OF THE INSURED IN THE EVENT OF A LOSS

The *Insured* must immediately make a complaint to the *Merchant* by registered letter with acknowledgement of receipt (or any other means made available to it by the *Merchant*), on pain of forfeiture, except in the event of unforeseeable circumstances or *Force Majeure*, in accordance with a template provided to it by the *Insurer*.

Furthermore, if the item is a registered *Transport* ticket, the *Insured* must make this claim before the date of the *Transport*.

If the compliant item is delivered before compensation is paid by the *Insurer*, the *Insured* shall keep this item and waive compensation.

If the item is delivered, after compensation has been paid by the *Insurer*, the *Insured* may:



- either keep the item and return the compensation received to the *Insurer*;
- or keep the compensation and send this item to the *Insurer*, which automatically becomes its property on reimbursement of the shipping costs.

In all cases, the *Insured* is required to immediately inform the *Insurer* of receipt of the item, failing which the cover will lapse.

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 a *non-compliant Delivery*:

- proof of the order or e-mail confirming acceptance of the *Order* issued by the *Merchant* with the general terms and conditions of sale,
- proof of payment for the *Order* (bank statement, card transaction statement),
- proof of delivery (delivery note, delivery receipt),
- description of the non-conformity of the delivery (type of damage, defect, etc.),
- proof of the complaint sent to the *Merchant*,
- sworn statement for non-replacement of a compliant item or for non-reimbursement,
- proof of the amount of the forwarding costs with acknowledgement of receipt if returned to the *Merchant*,
- proof of acceptance of the return of goods by the *Merchant*.

In the event of *Non-Delivery*:

- proof of the *Order* or the e-mail confirming acceptance of the order issued by the *Merchant* with the general terms and conditions of sale,
- proof of payment for the *Order* (bank statement, card transaction statement),
- proof of the complaint sent to the *Merchant*,
- a sworn declaration of *Non-Delivery* of goods ordered and paid for in the event of non-receipt within 30 calendar days, and of non-reimbursement.



2. Amicable defence compensation – card purchase dispute

SPECIFIC DEFINITIONS

Insured party

Any natural person holding a valid bank card that includes the cover referred to below.

Dispute

Any complaint or disagreement between the *Insured* and a *Third Party*, leading him/her to assert a right or to oppose a claim. The *Dispute* must have arisen during the warranty period and result from facts or events occurring during the same period.

Loss

This is the occurrence of a covered *Dispute*.

Third Party

Any natural or legal person, other than the parties to the contract.

Fraudulent Use

Any payment or withdrawal carried out by a *Third Party* using the lost or stolen *Card* during the period of validity of the *Card*.

TERRITORIALITY

Cover under this *Policy* applies if the *Dispute* falls within the jurisdiction of the French courts.

PURPOSE OF THE COVER

The purpose of the cover is to cover services seeking an amicable or judicial resolution of a dispute between the *Insured* and a *Third Party* and leading him/her to assert a right, oppose a claim or defend him/herself before a criminal court:

In the event of a *Dispute* between the *Insured* and a *Third Party*, in the following areas:

- *Fraudulent Use* of the *Insured's Card*,
- the purchase of a movable property or a service by the *Insured*, paid for using the *Card* or any virtual card associated with it.

MAXIMUM LIABILITY OF THE INSURER

the *Insurer* shall pay the sum of the costs and fees **up to a maximum of €400 per Claim**.

SPECIFIC EXCLUSIONS

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

- any *Dispute* relating to the non-payment of sums owed by the *Insured*, the amount or due nature of which is not disputed, or resulting from its insolvency or that of a *Third Party*,
- any *Dispute* with customs,
- any *Dispute* covered by "Execution of an *Order*" cover.



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 between 8:00 a.m. And 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 if paying by bank cheque or bank transfer showing the payment for 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 L.121-12 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
- 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,
- 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
- or by post to: Europ Assistance France - For the attention of the Délégué à la protection des données - 23, avenue des Fruitiers, 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
- 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.

