



# INFORMATION NOTICE



**HOW TO CONTACT OUR INSURANCE SERVICE**

**MIMAT**

15 rue des halles - 75001 PARIS

Monday to Friday from 9:00 to 12:00 and from 14:00 to 16:30

**Please declare your claim on:**

<https://nom-camping.remboursement.travel.upcover.fr>

**In case of difficulty, please use either the two contact methods below to expedite the processing of your case:**

- **by chat directly on the website:** [www.mimat.fr](http://www.mimat.fr)
- **by email:** [contact@mimat.fr](mailto:contact@mimat.fr)
- **by post:** MIMAT – 15 rue des halles 75001 paris

**Please remember to gather the following information. It will be requested when you call:**

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

**During the first call, you will be given an insurance case file number. Always remember to have this with you when dealing with our Insurance Service.**



## TABLE OF COVER

INSURANCE COVER	CEILING
<b>1 / CANCELLATION</b>  ✓ <b>Cancellation for medical reasons</b> <b>Including:</b> - Cancellation due to illness declared in the month before departure in the event of an epidemic or pandemic  ✓ <b>Cancellation through all random causes</b>	€5,000 per person, limited to €20,000 per stay  €5,000 per person, limited to €20,000 per stay
<b>2 / STAY INTERRUPTION EXPENSES (in case of early return)</b>  ✓ <b>Reimbursement of unused ground services</b> pro-rata temporis (excluding transport) (B)	€5,000 per person

**ARTICLE 1 - DEFINITIONS AND SCOPE OF APPLICATION****Attack**

Any act of violence, constituting a criminal or unlawful attack on persons and/or property in the country in which you are staying, intended to seriously disturb public order through intimidation and terror and which is covered by the media.

This "attack" will have to be registered by the French Ministry of Foreign Affairs or the Ministry of the Interior. If several attacks take place on the same day, in the same country, and if the authorities consider it to be a single coordinated action, it will be considered to be a single event.

**Beneficiary**

An individual or group of individuals duly insured under this policy and hereinafter referred to as "you".

**Claim**

An event of a random nature that gives rise to a claim for the cover in this contract.

**COM**

The term "COM" refers to the Collectivités d'Outre-Mer, i.e. French Polynesia, Saint-Pierre-et-Miquelon, Wallis and Futuna, Saint Martin and Saint Barthélemy.

**Domicile**

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

**DOM-ROM, COM and sui generis communities**

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

**DROM**

DROM refers to the French Overseas Departments and Regions, i.e. Guadeloupe, Martinique, French Guiana, Reunion and Mayotte.

**Duration of cover**

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

**Epidemic**

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

**European Economic Area (E.E.A)**

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

**Europe**

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

**Events covered by insurance**



Depending on the products subscribed to:

- ✓ Cancellation
- ✓ Interruption of stay

#### **Excess**

The portion of the insurance claim that the Beneficiary must pay under the contract in the event of compensation following a claim. The excess can be expressed as an amount, a percentage, a day, an hour, or a kilometre.

#### **Family members**

Your legal or de-facto spouse or any person linked to you by a PACS (civil partnership), your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers, sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must be domiciled in the same country as you unless otherwise agreed in the contract.

#### **Foreign**

A country outside your country of residence.

#### **Group**

All the participants listed on the same registration form for the trip.

#### **Covered trip**

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

#### **Illness**

A sudden and unforeseeable change in health as determined by a competent medical authority.

#### **Injury**

Sudden deterioration of health resulting from the sudden action of an external, unintentional cause on the part of the victim, as determined by a competent medical authority

#### **Long-haul:**

"Long-haul" means travel to countries not listed within the "Medium-haul" definition.

#### **Maximum per event**

If the cover is provided for several insured persons who are victims of the same event and who are insured under the same special conditions, the insurer's cover shall, in any event, be limited to the maximum amount provided for under this cover regardless of the number of victims. As a result, compensation is reduced and paid in proportion to the number of victims.

#### **Medium-haul:**

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

#### **Natural disaster**

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

#### **Nullity**



Any fraud, falsifications or false declarations and false testimonies likely to implement the cover provided for in the agreement shall result in the nullity of our commitments and the forfeiture of the rights provided for in the said agreement.

**Pandemic**

An epidemic that spreads over a large area, crossing borders and qualified as a pandemic by the World Health Organisation (WHO) and/or by the competent local public authorities of the country where the event giving rise to the claim took place.

**Performance of services**

The cover guaranteed by this agreement may only be triggered with the prior agreement of CMAM. Consequently, no expense incurred by the Beneficiaries on their own authority may be reimbursed by THE CMAM.

**Quarantine**

The isolation of the person, decided by a competent local authority, in case of suspected or confirmed disease to avoid the risk of spreading the disease in the context of an epidemic or pandemic.

**Serious bodily injury**

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

**Serious illness**

Sudden and unforeseeable deterioration of health established by a competent medical authority leading to the issuance of a prescription for medication for the patient's benefit and involving the cessation of all professional or other activities.

**Territorial status**

The entire world.

**We organise**

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

**We take care of**

We finance the service.

**We, the Insurer**

LA CAISSE MEUSIENNE D'ASSURANCES MUTUELLES  
(CMAM)

Mutual insurance company with variable contributions against accidents and other risks. Private company governed by the insurance code. Head office located at 22 rue Nève, C.S. 40056 - BAR LE DUC CEDEX, ACPR approval number 04170403, SIREN number 311 765 305, in the person of its legal representatives

Hereinafter: the "Insurer"

**ARTICLE 2 - DESCRIPTION OF INSURANCE COVER****1/ CANCELLATION FOR ALL RANDOM CAUSES****CANCELLATION FOR MEDICAL REASONS**

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

• **Serious illness (including serious illness following an epidemic or pandemic declared within 30 days prior to departure), serious bodily injury or death, including the consequences, after-effects, complications or aggravation of an illness or accident, observed before the underwriting of your trip, of:**

- yourself, your legal or de-facto spouse, your ascendants or descendants (any degree), your guardian or any person usually living under your roof,
- your brothers, sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law,
- your professional replacement designated at the time of purchase,
- the person designated at the time of taking out the present contract, responsible during your trip for looking after or accompanying on holiday your minor children, or a disabled person living under your roof, provided that there is a hospitalisation of more than 48 hours or death.

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

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

• **Denial of boarding due to a temperature reading of the Beneficiary/Insured, upon arrival at the airport of departure.** (Proof from the transport company that denied you boarding, or from the health authorities, must be sent to us; in the absence of this proof, no compensation will be possible).

**It is your responsibility to establish the reality of the situation that gives rise to the right to our benefits. We therefore reserve the right to refuse your claim, on the advice of our doctors, if the information provided does not prove the reality of the facts.**

**CANCELLATION FOR ALL CAUSES**

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

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

• **Theft from private or business premises**, requiring your presence on the day of departure, provided that it occurred within 48 hours before departure.

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



- **A contraindication to vaccination**, the consequences of vaccination, or the medical impossibility of following a preventive treatment necessary for the destination chosen for your trip, or in connection with your vaccination passport.
- **Serious damage to your vehicle** occurring within 96 hours before departure, and insofar as it can no longer be used to get to the location of your stay/your point of departure.
- **An accident or breakdown of your means of transport** occurring during your pre-travel connections, resulting in a delay of more than two hours, causing you to miss the flight booked for your departure, provided that you have made arrangements to arrive at the airport at least two hours before the boarding deadline.
- **Your economic dismissal** or that of your spouse or de-facto spouse, provided that the procedure had not been initiated at the time of taking out this Contract and/or that you were not aware of the date of the event at the time of taking out the contract.
- **Obtaining salaried employment or a paid internship**, taking effect before or during the dates planned for your trip, while you were registered with Pôle Emploi, provided that it is not a case of extension, renewal or modification of the type of contract or an assignment provided by a temporary employment agency.
- **Your imperative, unforeseeable and non-deferrable summons** by an administration on a date during the planned trip, and provided that the summons was not known at the time the Contract was taken out.
- **Your summons**, on a date during the duration of your trip, **to a university resit examination** provided that the failure of the exam was not known at the time of taking out the present Contract.
- **The refusal of a tourist visa** by the authorities of the country chosen for your trip, provided that you have not submitted any application that was refused by these authorities during a previous trip, that your actions enabled them to take a position before your trip, and provided that you comply with the constraints required by the administrative authorities of this country.
- **Your professional transfer**, non-disciplinary, imposed by your employer, obliging you to move and provided that the transfer was not known at the time the Contract was taken out. This cover is granted to salaried employees, **excluding members of a liberal profession, managers, legal representatives of companies, self-employed workers, craftspeople and entertainment workers.**
- **The removal or change of your paid leave date by your employer.** This cover is granted to salaried employees, **excluding members of a liberal profession, managers, legal representatives of companies, self-employed workers, craftspeople and entertainment workers.** This leave, corresponding to an acquired right, must have been agreed in writing by the employer before the Contract was taken out.
- **Your summons for the adoption of a child** during your insured stay, provided that the summons was not known about at the time the Contract was taken out,
- **Your summons for an in vitro fertilisation** during the period of your insured stay, and provided that the summons was not known when the Contract was taken out.
- **Cancellation due to the separation of the couple** married, in a civil partnership or cohabiting, this guarantee is only acquired on presentation of legal and administrative documents proving the real nature of the separation or common life in the case of cohabitation (divorce proceedings, termination of the PACS (civil union) contract, all documents attesting to the common life of the couple, EDF GDF and TELECOM invoices, joint bank accounts, joint declaration, etc....).
- **The theft, in the 48 hours before your departure, of your identity papers** (passport, identity card) **essential for the border crossing(s) planned** during your trip, provided that a declaration of theft has been made, as soon as the theft is known, to the nearest police authorities.
- A riot, an attack, an act of terrorism, pollution following an industrial accident or an epidemic area or



natural disasters occurring in France.

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

- The event has resulted in property damage and bodily injury in the destination city or cities of your trip or within a 50 km radius of the holiday destination.
- The date of your departure is scheduled less than 30 days after the event, and no event of the same nature has occurred in the area concerned in the 30 days before taking out the contract; the event must occur after taking out the contract.

- A carrier strike, provided that the strike takes place in France, that notice is given 48 hours before the start of the trip and that the Insured has no other means of transport to the location of your stay.

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

#### **THE AMOUNT OF THE COVER**

The compensation paid in the application of this Contract may in no case exceed the price of the trip declared at the time of taking out this Contract and within the limits provided for in the Table of Cover.

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

Administrative fees, gratuities, visa fees, tourist taxes and the premium paid for this contract are not refundable.

#### **HOW LONG DO YOU HAVE TO MAKE A CLAIM?**

##### **Two steps**

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

**If you cancel the trip at a later date with your travel agency, we will only reimburse you for the cancellation fee from the date of the contraindication established by a competent authority, in accordance with the cancellation schedule set out in the travel agency's special terms and conditions of sale.**

2/ On the other hand, you must make the claim with **MIMAT-** <https://nom-camping.remboursement.travel.upcover.fr> - 15 rue des halles - 75001 PARIS, within five working days of the event giving rise to the cover.

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

**Your written declaration of a claim must be accompanied by:**

- in the event of illness or accident, a medical certificate and/or a hospitalisation report specifying the origin, nature, seriousness and foreseeable consequences of the illness or accident,
- in case of death, a certificate and the civil status form,
- in all other cases, all supporting documents justifying the reason for your cancellation.



You must provide MIMAT with the documents and medical information necessary to process your application. If you do not have these documents or information, you will need to obtain them from your treating physician and send them to MIMAT. You must also provide any information or documents that may be requested to justify the reason for your cancellation.

In addition, it is expressly agreed that you accept in advance the principle of an examination by our medical adviser. Consequently, if you object without a legitimate reason, you will lose your rights to cover.

#### WHAT WE EXCLUDE

Cancellation cover does not include circumstances where leaving is impossible due to border closure, material organisation, the conditions of the accommodation or the safety of the destination.

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

- ◆ An event, illness or accident that was first observed, has relapsed, worsened or caused hospitalisation between the date the stay was purchased and the date the insurance contract was taken out,
- ◆ Any circumstance that is detrimental to mere enjoyment,
- ◆ Pregnancy including complications beyond the 28th week and in all cases, voluntary termination of pregnancy, childbirth, in-vitro fertilisation and their consequences,
- ◆ Forgetting to vaccinate,
- ◆ Default of any kind, including financial default, on the part of the carrier making performance of its contractual obligations impossible,
- ◆ Any medical event the diagnosis, symptoms or cause of which are of a mental, psychological or psychiatric nature, and which have not resulted in hospitalisation for more than three consecutive days subsequent to taking out this present Contract,
- ◆ Pollution, the local health situation, natural disasters covered by the procedure referred to in Law No. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,
- ◆ The consequences of criminal proceedings concerning you,
- ◆ Any other event occurring between the date of taking out the insurance contract and the departure date for your trip
- ◆ Any event occurring between the date of booking the trip and the date of taking out the insurance contract.
- ◆ The absence of unforeseen circumstances,
- ◆ From an intentional and/or legally reprehensible act, the consequences of alcoholic states and the consumption of drugs, any narcotic substance mentioned in the Public Health Code, medication and treatments not prescribed by a doctor,
- ◆ Due merely to the fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- ◆ From an act of negligence on your part,
- ◆ Any event for which the travel agency could be held liable under the Tourism Code in force,
- ◆ Failure, for any reason whatsoever, to present documents essential to the stay, such as passport, identity card, visa, transport tickets, vaccination record, except in the case of theft of the passport or identity card within 48 hours prior to departure.

#### 2/ COSTS OF INTERRUPTION OF STAY

Following the interruption of your stay, we will reimburse you and the members of your family who are members or of a person who is a member under this contract and who is accompanying you the cost of the stay already



paid and not used (not including transport) on a pro-rata basis, starting from the night following the event leading to the interruption of your stay.

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

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

**Please declare your claim on:**

<https://nom-camping.remboursement.travel.upcover.fr>

#### **WHAT WE EXCLUDE**

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

- ◆ **Requests for reimbursement of transport tickets,**
- ◆ **Requests for reimbursement of services not included on the travel registration form and therefore not covered (even if these services are purchased from the organiser's local representative at the destination),**
- ◆ **Interruptions to the stay for which the cause was known before the start of the trip.**

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

You must declare your claim to **MIMAT 15 rue des halles - 75001 PARIS**, within five working days of becoming aware of it, except in the event of force majeure. After this period, if we suffer damage due to the late declaration, you lose all rights to compensation.

You must send us all the necessary documents to process your application and thus prove the validity and the amount of the claim.

In all cases, you must provide:

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

**If the necessary medical information is not communicated to our medical adviser , the file cannot be settled.**

#### **ARTICLE 3 - GENERAL EXCLUSIONS**

**These do not give rise to any action on our part:**



- ◆ Services that have not been requested during the trip or that have not been organised by us or in agreement with us do not give any right to reimbursement or compensation after the event,
- ◆ Meal and hotel costs, except those specified in the text of the cover document,
- ◆ Damage caused intentionally by the Beneficiary and damage resulting from his/her participation in a crime, misdemeanour or brawl, except in the case of legitimate self-defence,
- ◆ The amount of the damages and their consequences,
- ◆ The use of narcotics or drugs not prescribed medically,
- ◆ Being under the influence of alcohol,
- ◆ Customs duties,
- ◆ Participation as a competitor in a competitive sport or a rally giving the right to a national or international ranking which is organised by a sports federation for which a licence is issued, as well as training for such competitions,
- ◆ The professional practice of any sport,
- ◆ Participation in competitions or endurance or speed events and their preparatory tests, on board any land, water or airborne means of locomotion,
- ◆ The consequences of non-compliance with the recognised safety rules related to the practice of any recreational sports activity,
- ◆ Expenses incurred after the return from the trip or the expiry of the cover,
- ◆ Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motor vehicle used), aerial sports, mountain climbing, bobsleigh, hunting dangerous animals, ice hockey, skeleton tobogganing, combat sports, caving, snow sports with an international, national or regional ranking,
- ◆ Voluntary non-compliance with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- ◆ Official prohibitions, asset seizures or restraints by law enforcement officers,
- ◆ The use by the Beneficiary of air navigation devices,
- ◆ The use of the tools of war, explosives and firearms,
- ◆ Damage resulting from an intentional or fraudulent misconduct on the part of the Beneficiary in accordance with Article L 113-1 of the Insurance Code,
- ◆ Suicide and attempted suicide,
- ◆ Epidemics and pandemics unless otherwise stipulated in the cover, pollution, natural disasters,
- ◆ Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage taking,
- ◆ The decay of an atomic nucleus or any radiation from an energy source of a radioactive nature.

The Insurer shall in no circumstances be held liable for failures or delays in the performance of its obligations resulting from force majeure or events such as civil or foreign war, riots or popular movements, lock-outs, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the decay of an atomic nucleus, the explosion of devices and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation, or any other fortuitous event or force majeure, or their consequences.

#### ARTICLE 4 - HANDLING OF COMPLAINTS

In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to make it known to MIMAT by writing to [reclamation@mimat.fr](mailto:reclamation@mimat.fr) or by writing to MIMAT - Service Réclamations (Complaints department)

– 15 rue des halles - 75001 PARIS for the insurance coverage listed below:



- ✓ Cancellation
- ✓ Costs of interrupting your stay

If you are not satisfied with the answer you receive, you can send a letter to:

**CMAM**  
**Service Réclamation (Complaints department)**  
**CMAM - 22 rue Nève, C.S. 40056**  
**BAR LE DUC CEDEX**

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

If the disagreement persists, you can refer the matter to the Médiation de l'Assurance (insurance mediation) by post to:

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

#### **ARTICLE 5 - DATA COLLECTION**

The Beneficiary acknowledges that he/she understands that the Insurer processes his/her personal data in accordance with the regulations in effect relating to the protection of personal data and that, furthermore:

- answering the questions asked is obligatory and in the event of false declarations or omissions, the consequences for him/her may be the nullity of the contract (Article L 113-8 of the Insurance Code) or reduction of the compensation (Article L 113-9 of the Insurance Code),

- Processing personal data is necessary for taking out and executing the contract and its cover, for the management of commercial and contractual relationships, or the execution of legal, regulatory or administrative provisions in force.
- The data collected and processed are kept for the time necessary to fulfil the contract or legal obligation. These data are then archived in accordance with the time limits laid down in the provisions related to the statute of limitations.
- The recipients of the data concerning the Beneficiary are, within the limits of their remit, the Insurer's departments in charge of the conclusion, management and execution of the insurance contract and guarantees, its delegates, agents, partners, subcontractors and reinsurers within the context of the exercise of their duties.

They may also be sent, if necessary, to professional bodies as well as to all persons involved in the contract, such as lawyers, experts, officers of the court and judicial officers, trustees, guardians and investigators.

Information concerning him/her may also be transmitted to the Subscriber, as well as to all persons recognised as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and regulatory authorities, and all public bodies authorised to receive them, as well as to the departments in charge of control such as the statutory auditors, other auditors and services in charge of internal control).

- In its capacity as a financial institution, the Insurer is subject to the legal obligations arising mainly from the monetary and financial code in terms of the fight against money laundering and the financing of terrorism and, as such, implements a contract monitoring process that may lead to the drafting of a declaration of suspicion or an asset freezing measure.



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

- His/her personal data may also be used in the context of processing to combat insurance fraud, which may lead to inclusion on a list of persons presenting a fraud risk.

This inclusion may result in lengthening the examination of the case or even reducing or refusing the benefit of a right, a benefit, a contract or a service offered.

In this context, personal data concerning him/her (or concerning the persons party to or with an interest in the contract) may be processed by any authorised persons acting within the Insurer Group organisations in the context of the fight against fraud. These data may also be intended for the authorised personnel of organisations directly concerned by a fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, officers of the court, relevant ministries; third-party organisations authorised by a legal provision and, where applicable, victims of fraud or their representatives).

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

For persons registered on a list of suspected fraudsters, the data concerning them are deleted after five (5) years from the date of their placement on the list.

- In its capacity as Insurer, the insurer is entitled to process data relating to offences, convictions and security measures either at the time of taking out the contract or during its execution or in the context of managing disputes.
- Personal data may also be used by the Insurer in the context of processing that it implements and the purpose of which is research and development to improve the quality or relevance of its future insurance products and/or assistance and service offers.
- The personal data concerning him/her may be accessible to some of the Insurer's employees or service providers established in countries located outside the European Union.
- The Beneficiary has the right, by proving his/her identity, to access, rectify, delete and oppose the data processed. He/she also has the right to request that the use of his/her data be limited when it is no longer necessary, or to recover, in a structured format, the data he/she has provided when it is necessary for the contract or when he/she has consented to the use of such data.

He or she has the right to set out guidelines for what should happen to his/her data after his/her death. Whether general or specific, these guidelines relate to the conservation, deletion, and communication of his/her data after his/her death.

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

- by post: by writing to the following address: Délégué représentant à la protection des données (Data protection officer) –  
CMAM - 22 rue Nève, C.S. BAR LE DUC CEDEX

Having made a request to the Data Protection Officer without receiving satisfaction, he/she has the option of referring the matter to the CNIL (French data protection authority).

## ARTICLE 6 - SUBROGATION

CMAM is subrogated to the extent of the compensation paid and the services provided by it to the rights and actions of the Beneficiary against any person responsible for the actions that led to its intervention. When



another company or institution wholly or partially covers the services provided in execution of the agreement, CMAM is subrogated to the rights and actions of the Beneficiary against this company or institution.

#### ARTICLE 7 - LIMITATION PERIOD

In application of article L 114-1 of the Insurance Code, any actions deriving from the present contract are subject to a time limitation period up to two years from the event that gave rise to them. This period is extended to ten years for death cover, with the beneficiaries' actions being subject to statutory limitation at the latest thirty years after the event.

However, this period commences only:

- in case of non-disclosure, omission, or false or inaccurate declaration concerning the risk incurred, from the day the Insurer became aware of it;
- in the event of a claim, only from the day on which the persons concerned became aware of it, if they prove that they were unaware of it previously.

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

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

- the recognition by the debtor of the rights of the party against whom he/she was making a claim (Article 2240 of the Civil Code);
- an application to the courts, even in summary proceedings, until the proceedings are terminated. The same applies where the claim is brought before a court which lacks jurisdiction or where the act of bringing the claim before the court is cancelled due to a procedural irregularity (Articles 2241 and 2242 of the Civil Code). The suspension is null and void if the applicant withdraws his/her claim or allows the proceedings to lapse, or if his/her claim is definitively rejected (Article 2243 of the Civil Code);
- a precautionary measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution (Article 2244 of the Civil Code).

It should be noted that:

The questioning of one of the joint and several debtors through legal proceedings or an enforcement order or the recognition by the debtor of the right of the person against whom he/she could claim inaction suspends the limitation period against all the others, even against their heirs.

Conversely, the questioning of one of the heirs of a joint and several debtor or the recognition of that heir does not interrupt the limitation period in respect of the other co-heirs, even in the case of a mortgaged debt if the obligation is divisible. Such summons or acknowledgement interrupts the limitation period with regard to the other joint debtors, only in respect of the share for which that heir is liable.

To suspend the limitation period for the whole, with regard to the other joint debtors, notice must be given to all the heirs of the deceased debtor or all the heirs be recognised (Article 2245 of the Civil Code).

The notification given to the principal debtor or his/her acknowledgement suspends the limitation period against the surety (Article 2246 of the Civil Code).

The statutory limitation period may also be suspended by:

- the appointment of an expert following a claim;



- sending a registered letter with acknowledgement of receipt (addressed by the Insurer to the Insured in respect of the action for payment of the premium, and addressed by the Insured to the Insurer in respect of the compensation for the claim).

#### ARTICLE 8 - SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Beneficiary relating to the determination and payment of benefits shall be submitted by the first party to act, failing amicable resolution, to the competent jurisdiction of the Beneficiary's domicile in accordance with the provisions of Article R 114-1 of the Insurance Code.

#### ARTICLE 9 - FALSE DECLARATIONS

When they change the subject of the risk or diminish our opinion of it:

- Any non-disclosure or intentionally false declaration on your part invalidates the contract. The premiums paid remain vested with us and we shall be entitled to demand payment of the premiums due, as provided for in Article L 113.8 of the Insurance Code.
- Any omission or inaccurate declaration on your part, where no dishonesty is established, will lead to the cancellation of the contract 10 days after the notification sent to you by registered letter and/or the application of the reduction of the compensation under the Insurance Code as stipulated in article L 113.9.

#### ARTICLE 10 - SUPERVISORY AUTHORITY

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