

## GLOBE PARTNER

### Globe Partner Association Travel Insurance Summary of Benefits

*As a member of the Globe Partner Association, you opted for the benefits subscribed by the Association with AWP Health & Life S.A., joint stock company with a share capital of Euro 65,190,446 subject to the French insurance code, located at Eurosquare 2, 7 rue Dora Maar, 93400 Saint-Ouen, France, registration number 401 154 679 RCS Bobigny, under contract number 080225/503 for the health and accidental death and disability benefits, and with AWP P&C, a joint stock company with a share capital of Euro 17,287,285, subject to the French insurance code, located 7, rue Dora Maar, 93400 Saint-Ouen, France, registration number 519 490 080 RCS Bobigny, which entrusts the implementation of the guarantees described below to AWP FRANCE SAS, Joint stock company with a share capital of Euro 7,584,076.86, registration number 490 381 753 RCS Bobigny, located at 7 rue Dora Maar, 93400 Saint-Ouen, France, Insurance Brokerage Company - Registration ORIAS 07026669 - ([www.orias.fr](http://www.orias.fr)), under contract number 602 750, for the assistance, legal liability and luggage benefits.*

*The standard operating procedures of the benefits and their detailed description are defined in this booklet.*

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## 1/ General provisions

### Eligibility – Enrolment

Members of the Globe Partner Association, under 70 years of age and travelling outside of their country of residence are eligible on an optional basis.

The Member must subscribe the initial contract before his departure in order to benefit from the guarantees. The renewal of the contract (by the subscription of a new one) will only be accepted if the next contract immediately follows the previous one without any interruption.

Upon enrolment, the Member must fill in the enrolment documents which include a health declaration and on which shall read the coverage opted for and the corresponding premium amount. The chosen option cannot be modified during the period of coverage.

The Member shall pay for the entire period of coverage on subscription.

Acceptance of coverage may be subject to further information the Insurer considers necessary.

Upon acceptance to the insurance, the Member and his dependants if any shall be referred to as "Insured".

The guarantees of the present contract will not apply in the country of residence of the Insured.

### Commencement of cover

Coverage applies for each eligible person upon acceptance from the Insurer and after payment of the insurance premium.

The travel insurance policy GLOBE PARTNER is concluded for a fixed term and not eligible for the right renunciation provided for in Article L 112-2-1 of the Code des assurances.

### Termination of cover

Once admitted to insurance and subject to the clauses of the French "Code des Assurances" regarding false declaration, the Insured cannot be excluded from the coverage as long as he fulfils the conditions.

The contract can be subscribed for a period of 12 months maximum and can be renewed once, by taking out a new contract, with authorisation of the insurance company.

Coverage shall end:

#### for each Insured:

- on the last day of his period of coverage, on the date of final return in case the contract period has not ended or after evacuation to his country of residence
- the last day of the calendar quarter he ceases to be a Member of the Globe Partner Association.

#### for the totality of the Insured:

- on the termination date of contract n°080225/503 concluded between the Globe Partner Association and AWP Health & Life or of contract n°602 750 concluded between the Globe Partner Association and AWP P&C.

Termination of benefits (or suspension) means the end of benefits for the Insured for all medical acts incurred after the termination date of coverage even if they started or were prescribed before the termination date.

### Modification or cancellation of the contract

Any modification of date or cancellation of the contract can only be accepted if it was notified before the effective date of the contract.

It is possible to change dates once only and within the limits of the current civil year.



In case of cancellation, the contract can only be refunded on presentation of supporting documents and 20 € will be retained from the premium.

The contract is issued for a fixed period and cannot be cancelled or refunded once started.

### Sanctions in case of false declaration

Any information supplied by the Insured or one of their beneficiaries that is incorrect, falsified, exaggerated or any fraudulent acts on their part shall be the direct responsibility of the Insured and shall give rise to:

- the nullity of your contract in case of intentional misrepresentation (L 113-8 of French insurance code), premiums paid are kept by the Insurer, who is entitled, as a compensation, to the payment of all premiums due; in such a case, the Insured will have to reimburse all the claims paid by the Insurer under the contract;
- if the intentional misrepresentation, discovered before any claim, is not established, premium increase or termination of the contract (L 113-9 of the French insurance code)
- if the intentional misrepresentation, discovered after the claim, is not established, decrease of claim according to the ratio between the paid premium and the premium that should have been paid if the initial declaration had been consistent with the reality (L 113-9 of the French insurance code).

**The Covered Person is deprived of all rights to the benefits of a claim in the event the Covered Person voluntarily makes a false declaration about that claim including the date, nature, causes, circumstances and/or consequences and/or amount of the loss.**

**The forfeiture of this right also applies in the event the Covered Person knowingly uses inaccurate documents as supporting documents for that claim.**

## 2/ Definitions

The terms and expressions used in this booklet shall have the following definition:

**Accident:** any unintentional bodily injury caused to the Insured, arising from abrupt, sudden and unexpected action with an external cause, **to the exclusion of an acute or chronic illness.**

**Acts of Terrorism / Terror Attack:** any act of violence constituting a criminal or illegal attack against people and/or property in the country in which you are staying, and whose purpose is to disturb public order seriously. Such a "terror attack" should be identified as such by the French Foreign Ministry (Ministère des affaires étrangères français).

**Civil War:** armed opposition between various parties belonging to the same country, and any armed rebellion, revolution, revolt, insurrection, or coup d'état, and any application of martial law or border closure ordered by the authorities of the country in question.

**Consequential damage:** any financial loss which is the consequence of the loss of use of a right, of the interruption of a service provided by a person or personal or immovable property, or of the loss of a benefit, and which is the direct consequence of damage to the persons and property insured hereunder.

### Countries not covered:

North Korea. The updated list of all countries not covered is available at the following website: <https://paysexclus.votreassistance.fr>.

**Country of residence:** country in which is located your tax and legal residence.

**Damage to property:** any harm done to, destruction of, change in, loss or disappearance of an, item, object or substance, and also any physical harm done to an animal.

**Deductible:** the amount of the compensation payable by you.



**Dental fees further to an accident:** treatment must be performed within 15 days following the date of the accident and consists of replacement of the sane and natural teeth which were lost or damaged.

**Emergency:** term used in case of accident or commencement of a serious covered illness requiring urgent medical attention and treatment of the Insured. Only medical treatment given by a doctor, general practitioner or specialist and a hospitalisation intervention in the twenty four (24) hours following the direct cause of the emergency will be considered as conditions to be reimbursed.

**Foreign War:** declared or undeclared armed opposition between one state and another state, as well as any invasion or state of siege.

**Home address:** by home address is meant your principal and usual residence in your country of residence.

**Illness, Sickness or Disease:** a degradation in health established by a medical authority, requiring medical treatment.

**Insurer:** AWP Health & Life S.A., joint stock company with a share capital of Euro 65,190,446 subject to the French insurance code, located at Eurosquare 2, 7 rue Dora Maar, 93400 Saint-Ouen, France, registration number 401 154 679 RCS Bobigny, under contract number 080225/503 for the health and accidental death and disability benefits, and AWP P&C, a joint stock company with a share capital of Euro 17,287,285, subject to the French insurance code, located 7, rue Dora Maar, 93400 Saint-Ouen, France, registration number 519 490 080 RCS Bobigny, which entrusts the implementation of the guarantees described below to AWP FRANCE SAS, Joint stock company with a share capital of Euro 7,584,076.86, registration number 490 381 753 RCS Bobigny, located at 7 rue Dora Maar, 93400 Saint-Ouen, France, Insurance Brokerage Company - Registration ORIAS 07026669 - ([www.orias.fr](http://www.orias.fr)), under contract number 602 750, for the assistance, legal liability and luggage benefits.

**Lapse:** loss of the Cover right for the Damage in question.

**Members:** the persons duly insured under this policy, also hereinafter referred to as "you". For the application of the legal provisions relating to prescription, "Member" will be used whenever the articles of the French Insurance Code refer to "the Insured".

**Members of the immediate family:** the father, the mother, the children, brothers and sisters.

**Natural Disasters:** abnormal intensity of a natural element not arising from human intervention.

**Obsolescence (dilapidation):** Depreciation of the good's value caused by time, wear or its conditions of upkeep the day of the damages. Unless the contract stipulates otherwise, the dilapidation applied to calculate the compensation due is 1% per month up to a maximum of 80% of the initial purchase price.

**Personal injury:** any bodily harm suffered by an individual and the ensuing losses.

**Pollution:** degradation of the environment by substances that are not naturally present in the medium in question being discharged into the air, the water, or the soil.

**Strike:** concerted collective action consisting in the employees of a firm, of an economic sector or of a professional category ceasing to work in order to give weight to their claims.

**Subrogation:** legal situation whereby the rights of one person are transferred to another person (in particular: the Insurer taking the place of the contract holder for the purposes of proceedings against the opponent).

**Third Party:** any person other than the Insured Person who is responsible for the damage, injury or loss, to the exception of a family member.

Insured Persons which are not members of the same family are considered to be third parties between themselves.



### 3/ Medical expenses, accidental death and dismemberment benefits

#### Area of cover

Option 1: Benefits apply only in the European Union in complement to the Social Security, **country of residence excluded.**

Option 2: Benefits apply worldwide, **country of residence excluded.**

**Students** may be covered for medical expenses in their country of residence, only during school holidays, **for a maximum of 30 days per contract year** and a maximum amount of 15 000 euros, and only if the medical expenses are due to an emergency.

#### A/ Medical expenses benefits

Coverage consists of reimbursement of medical expenses paid by the eligible Insured to cover for medical acts and care as stated in the plan opted for. Benefits are limited to medical fees resulting from an accident or illness which are covered by the French Sécurité Sociale notwithstanding the further exclusions.

Reimbursement requests will be accepted only if the Insurer estimates that the amount of the bills and receipts that have been sent is reasonable and habitual in the country where treatment is received. If not, the insurer is entitled to reduce the amount of reimbursement.

**The benefits for medical expenses end if our medical team deems that the Member can be repatriated to his country of residence.**

It is agreed and understood that whenever the insured person benefits or may benefit from the reimbursements of the French Sécurité Sociale in the European Union, **benefits shall be paid as a complement.**

**Maximum amount for medical expenses per beneficiary and per year is 150.000 €.**

#### Limit to real expenses

In accordance with article 9 of law 89-1009 of December 31, 1989 and decree 90-769 of August 30, 1990, reimbursement or indemnification of fees due to illness or accident cannot exceed the amount of fees due by the Insured after reimbursements of any nature he is entitled to.

Coverage of the same nature contracted to other insurance companies apply up to the limit of each benefit whatever the date of subscription. Within this limit the beneficiary of the contract can obtain an additional indemnity joining details of reimbursement provided by the other companies.

For application of the above mentioned clause, the limit of the amount of fees left to the Insured is indicated by the Insurer for every covered medical expense.

#### Excluded benefits from medical expenses

**Benefits which are not covered by the French Sécurité sociale are excluded from the scope of this contract as well as the following expenses:**

- 1. expenses incurred before or after period of coverage,**
- 2. transportation fees of general practitioner which are not covered by Sécurité Sociale,**
- 3. treatment and care non prescribed by a qualified physician,**
- 4. medical fees for which the insured could have waited for the return to his country of residence,**
- 5. medical fees incurred in the country of residence (except for students during stays of less than 30 days for school holidays),**
- 6. cosmetic treatment and surgery unless consecutive to an accident,**
- 7. congenital disability, hereditary diseases, and chronic illnesses,**



8. **medical aids including hearing aids and dental prosthesis,**
9. **dental care (except in case of emergency and accident),**
10. **stomatology, dermatological treatment related to acne, and speech therapy,**
11. **optical care, orthoptics and contact lenses,**
12. **acupuncture, massages and physiotherapy unless consequent to a covered accident which resulted in a hospitalisation,**
13. **psychological care and psychotherapy including consultations,**
14. **mental diseases including nervous breakdowns, treatment and care related to sleep disorder**
15. **HIV infection and its consequences, AIDS and its consequences,**
16. **sexual transmitted diseases (STD) and related tests,**
17. **thermal cures, and rehabilitation centres,**
18. **health check-ups,**
19. **vaccination fees,**
20. **medical expenses related to birth control, abortions, and sterility treatments,**
21. **medical expenses related to pregnancy, pathological pregnancy, maternity, vaginal and surgical childbirth / delivery, and sexual disorders,**
22. **expenses incurred for organ acquisition,**
23. **any operation or treatment related to a sex change,**
24. **non prescribed drugs, non medicinal products of current use such as medical alcohol, cotton, sun lotions, dental hygiene products, bandages, shampoos...,**
25. **subsidiary expenses such as telephone in case of hospitalisation or fees considered extravagant, unreasonable or unusual considering the country where they incurred.**

#### **Medical examination and arbitration**

Doctors and authorised representative of the Insurer shall have access to the Insured in order to assess his state of health. Upon request of the Insurer, the Insured shall provide any evidence and be performed any test or examination.

In the event of an accident, the Insured is required to send an official report detailing the circumstances of his accident to the Insurer.

The insured shall be notified by registered mail of all the decisions taken by the Insurer further to the conclusions of its medical adviser. The Insured may object the decision within 10 days by means of a detailed medical certificate addressed to the Insurer by Registered mail.

In case of disagreement on the state of health of the Insured, an amicable cross-examination by a physician chosen by the Insured and a physician appointed by the Insurer may be performed.

If both doctors cannot reach the same conclusions, they designate a medical arbitrator for final settlement. Fail a mutual choice, designation shall be judiciary.

Each party shall support the fees of its physician and share the ones of the arbitrator.

#### **B/ Accidental death and dismemberment benefits**

- Accidental death benefit:

A lump sum payment of 8 000 euros is paid to the Insured in case of accidental death (see definitions), provided death occurs within one year of the accident.

- Permanent disability benefit further to an accident:

A lump sum payment is paid to the Insured if he becomes disabled further to an accident, provided disability occurs within one year of the accident and provided the accident occurs before his 70<sup>th</sup> birthday.



Disability is deemed TOTAL when according to the scale and the rules of evaluation it reaches 100%. In this case total amount shall be granted.

Otherwise disability is deemed PARTIAL and the percentage of the lump sum for the corresponding disability shall only be granted.

The maximum amount shall be 30 000 euros in case of permanent disability further to an accident.

### Excluded risks for accidental death and dismemberment benefits

- accidents caused by blindness, paralysis, mental illnesses, and all pre-existing diseases and infirmities at the time of entering into the contract,
- accidents caused by the use of a motorcycle with a cylinder in excess of 125 cm<sup>3</sup> either as driver or passenger,
- accidents resulting from your professional activity,
- accidents caused by a transport company not authorized for the public transport of persons,
- accidents resulting from exercises carried out under military authority.

SCHEDULE OF COVER		
Death capital sum	8 000 €	
Total permanent disability capital sum	30 000 €	
Scale of disablement:	Right*	Left*
Complete loss:		
of the arm	75 %	60 %
of the forearm or hand	65 %	55 %
of the thumb	20 %	18 %
of the index finger	16 %	14 %
of the middle finger	12 %	10 %
of the third finger	10 %	8 %
of the little finger	8 %	6 %
of the thigh		60 %
of the leg		50 %
of two limbs		100 %
of the foot		40 %
of the big toe		5 %
of the other toes		3 %
of both eyes		100 %
of sight of an eye		30 %
complete deafness, incurable and not treatable		40 %
complete deafness, incurable and not treatable in an ear		15 %
total or incurable insanity		100 %

\*if it has been medically established that you are left-handed, the disability rate allocated for the right arm applies to the left arm, and vice versa

### How to claim medical, accidental death and dismemberment expenses

Within the context of reviewing the claim, that the Insurer's advising medical expert may request any other supporting documentation necessary to process the claim. Insofar as the documentation listed herein to be submitted is incomplete, gives rise to doubt, or the Insurer is unable to investigate thoroughly its obligation to pay the claim, the Insurer's advising medical expert is entitled to request data from the following organisations and persons subject to the Article on date protection:

- Doctors,
- Hospitals,
- Other medical institutions,
- Care homes,



- Caregivers,
- Other personal insurance providers,
- Statutory health insurance bodies,
- Occupational insurance organisations and
- Official bodies

**In the event the members of the category of covered persons, including dependents, where applicable, as defined herein, explicitly reject concrete data collection in the context of claims processing or revoke consent the benefit may not become due if the Insurer is unable to determine whether and to what extent the Insurer is liable for payment of the claim.  
The Insurer shall not otherwise be held liable by the Policyholder for the impossibility of performing the services under the present contract.**

Any information provided by the Insured or by one of his Dependents that turns out to be erroneous, falsified or exaggerated or any fraudulent action of their own will involve the direct responsibility of the Insured and the recovery of the amounts of money paid by the Insurer without due cause on this incorrect basis.

In case of hospitalization, surgery, radiography or medical treatment, a request for prior approval must be sent to the Insurer. A request for prior approval should be composed of a medical report and a detailed cost estimate of the care for which the request for prior approval was made.

In case of non-respect of this provision, we are entitled to deny coverage. In case of hospitalisation the Insured can ask for a full acceptance of liability in order to prevent him to advance fees.

Requests for reimbursements of medical expenses:

For all requests for reimbursement you should send to:

**ACS  
Medical Department  
153, rue de l'Université - 75007 PARIS, France**

the following documentary evidence:

- your certificate number, original invoices from doctors and medical establishments, and prescriptions for corresponding medicines;
- copy, photocopy or duplicates of bills will not be accepted)

**E-claiming :**

However, for claims not exceeding Euro 500, scanned supporting documents are accepted. They may be sent to the attention of the Medical Advisor by email: [servicemedical@acs-ami.com](mailto:servicemedical@acs-ami.com). Please note that the Insurer may request the corresponding original documents during 18 months following reimbursement for reasons of control and prevention of fraud.

In case of impossibility for the Insured to provide original documents, at the request of the Insurer the Insured takes the commitment to repay, as soon as possible, the amounts received on the basis of the scanned documents. Therefore, the Insurer is entitled to compensate any amount due in this respect with other reimbursements of claims due by the Insurer to the Insured.

For costs of hospitalization of more than 24 hours, it is possible to obtain an undertaking to pay medical costs by contacting our MEDICAL ASSISTANCE service in Paris beforehand, which is available 24 hours a day **(see contact information page 19)**

**The Insurer may require any further necessary document to process the claim.**



#### In case of accidental death or dismemberment further to an accident:

You must report the accident giving rise to a claim so that it reaches us within 5 working days unless there is an unforeseen event or a case of force majeure; if this deadline is not adhered to, and because of this we incur a loss, then you will lose all rights to compensation

Your accident report must be accompanied by the following documents as a minimum:

- the initial medical certificate recording the injuries
- any statements made by witnesses of the accident,
- the report or statement establishing the precise circumstances of the accident.

During your course of treatment, you must be checked by our medical consultant so that s/he may assess the consequences of the accident. You agree to undergo medical examinations that the medical consultant may decide to effect and to provide us with all the elements necessary for the preparation of your case.

If you so wish, you may be accompanied by a doctor of your choosing.

If there is disagreement either in regard to the causes of death or the injuries, or the consequences of the accident for which compensation may be payable, we will submit the differences of opinion to two experts, one chosen by you or your legal successors, the other chosen by us, subject to our respective rights. If there is still disagreement, a third expert will be appointed, either by common agreement, or by the presiding judge of the Tribunal de Grande Instance de Paris, giving an emergency ruling (*statuant au référé*).

Each of us is responsible for the payment of the fees and expenses of our experts. The fees of the third expert will be shared equally by both parties.

## 4/ Assistance benefits

### Repatriation assistance

If you find yourself caught up in one of the situations referred to hereinafter, we will implement the services described, following a simple telephone call (reversed charge or collect call accepted from abroad).

In all cases, the decision to provide assistance and the choice of appropriate methods is at the sole discretion of the Allianz Assistance doctor, after contacting the attending physician on site, and, where appropriate, the beneficiary's family. Only the medical interest of the beneficiary and compliance with the health regulations in force are taken into consideration when making a decision regarding transport, the choice of method of transport, and the possible place of hospitalization.

Under no circumstances is Allianz Assistance a substitute for the local emergency assistance organizations.

### What do we cover?

#### Repatriation or medical transport

If you are ill or injured following a covered event and your state of health requires a transfer, we organize and pay for repatriation to:

- either the closest competent hospital
- either the competent hospital closest to the Insured's home in his country of residence
- either the Insured's home in his country of residence;

if the local medical infrastructure does not have the capacity to provide appropriate care.

According to the seriousness of the case, repatriation and transport are effected under medical supervision, if necessary, by the most appropriate of the following methods:

- special air ambulance
- Regular airliner, train, sleeper, boat, ambulance.



### Presence of relative/friend when hospitalised

If you are hospitalized and the state of your health does not allow you to be repatriated before seven days, we organize and pay for the cost of transporting a member of your family or a designated person who has remained in your country of residence so that they can come to your bedside in hospital.

We also refund the hotel costs for that person up to the amount indicated in the table of sums insured, and organize his return upon your release from hospital.

This guarantee does not apply, if you are already accompanied by a member of your immediate family on site.

### Transport of the body in the event of death

In case of death due to a covered event, we will organize and pay for the transport of the body from the place where the body was placed in the coffin to the international airport nearest your home address.

We will also pay for related costs necessary for the transport, including the cost of the coffin, thus enabling the transport, up to the amount given in the schedule of cover.

The costs of the ceremony, all extras, interment or cremation, remain payable by the family.

### Early return

If you have to interrupt your travel early because of the death of a member of your immediate family (as this term is defined in the chapter Definitions), we will pay for your additional transport costs and those of the insured members of your immediate family in order to allow you to attend the funeral, if the travel tickets provided for your return journey and for theirs cannot be used because of this event.

### Payment of search costs

We will pay for the costs of sea or mountain searches following an event which endangers your life, up to the amount given in the schedule of cover. Only the costs invoiced by a company duly authorized to carry on this kind of activity will be reimbursed.

### Advance of funds abroad

Following a theft or loss of your means of payment (credit card, check book ...) or of your initial travel ticket, we will advance you a sum of money up to the amount given in the schedule of cover.

This advance is subject to the establishment of an acknowledgement of debt form.

You commit to reimburse to us this advance within a delay of 3 (three) months following its release.

After this delay, we will be entitled to request the amount of the advance granted, together with interest at legal rate.

### Dispatch of medicines abroad

We will pay the expenses of sending medicines essential to the continuation of an ongoing medical course of treatment prescribed by a doctor, if you no longer have the medicine due to an unforeseen event, and it is impossible for you to procure these medicines or their equivalent where you are.

The cost of this medicine remains payable by you in all circumstances.

### Forwarding of messages

We are responsible for forwarding messages intended for you when you cannot be contacted directly, for example, if you are in hospital.

Similarly, by calling us, a member of your immediate family, may be given any message that you have left for their attention.

### Legal assistance abroad

#### a) Payment of fees

We will pay the fees of legal representatives whom you call upon, up to the amount given in the schedule of cover, if you are being prosecuted for unintentionally breaking the law of the foreign country in which you are traveling.

#### b) Advance of bail

If, due to unintentional violations of the legislation of the country in which you are traveling, the authorities require you to put up bail, we will advance you a sum up to the amount given in the schedule of cover.



This advance must be reimbursed within one month following presentation of our request for reimbursement that we send to you.

If the bail money is paid back before this deadline by the authorities of the country, it must be sent to us immediately.

### What are the limits of our cover in case of force majeure?

We cannot be held liable for failures in the execution of the Assistance services resulting from cases of force majeure or the following events:

Civil or foreign wars, acknowledged political instability, popular movements, riots, acts of terrorism, reprisals, restrictions to the free circulation of people and goods, strikes, explosions, natural catastrophes, meltdown of atomic cores, nor delays in the execution of services resulting from the same causes.

### What are the exclusions of the Assistance cover?

**We cannot intervene if your request for assistance is due to:**

- epidemics, pollution, natural disasters,
  - travel undertaken for the purpose of diagnosis and / or treatment,
  - states of pregnancy unless unforeseen complications, and in all cases from the 32nd week of pregnancy,
  - expenses not justified by original documents,
  - the consequences of:
    - risks of infection within a context of epidemy,
    - exposure to infectious biological agents,
    - exposure to chemical agents such as poison gas,
    - exposure to incapacitating agents,
    - exposure to radioactive agents,
    - exposure to nerve agents or agents with persistent neuro-toxic effects,
- subject to quarantine or to preventive measures or to a specific surveillance or to recommendations from international sanitary authorities or from local sanitary authorities.**

### What are your obligations in the event of accident?

For all requests for assistance, you should contact us, 24 hours a day (see contact information page 19)

**and obtain our prior approval before taking any steps or incurring any expenses.**

When we have organized your transport or repatriation, you must hand over your initial travel tickets to us, as they will have become the property of Allianz Assistance.

## 5/ Legal liability

### What do we cover?

We cover the financial consequences of the legal liability you may incur during your private life, including during traineeships/ internships with respect to, on the one hand, personal injury and/or damage to property and, on the other hand, the consequential losses therefrom, caused accidentally to any person other than a member of your family, that is your fault or the fault of things or animals under your care, this being provided up to the amount, and with the deduction of an excess, indicated in the table of sums insured.

The cover also applies to objects entrusted during a period of traineeship/ internship up to the amount given in the schedule of cover.

### What do we exclude?

**Besides the exclusions given under the heading "EXCLUDED RISKS FOR ALL BENEFITS", we do not cover :**

- damage intentionally caused or provoked by you,
- damage resulting from the use of land motor vehicles, sailing and motorboats, and air navigation appliances,



- **damage resulting from any professional activity,**
- **the consequences of any material damage and/or personal injury affecting you personally, and members of your family,**
- **consequential damage except where it is the direct result of accidental damage to property and/or personal injury that is covered,**
- **objects entrusted to the insured (except in case of traineeships/ internships)**
- **damage resulting from the practice of air sports or from hunting,**
- **damage you caused due to a fire, explosion or flooding,**
- **Traineeships/ internships in the medical and paramedical field, except for traineeships/ internships exclusively on an observation basis.**

### **What are the limits of our cover?**

#### Settlement – acknowledgement of liability

You should not accept any acknowledgement of liability, nor any settlement, without our prior and written agreement.

However, simply acknowledging the materiality of certain facts is not considered to be an acknowledgement of liability, nor is the fact of having procured emergency help for a victim when this is an act of assistance that anyone would have a moral duty to provide.

You should advise us within 5 working days of any event likely to incur your civil liability, unless there is an unforeseen event or a case of force majeure; if this deadline is not adhered to and because of this we sustain a loss, then your cover will lapse.

#### Proceedings

If legal action is taken against you, we will ensure your defense and will supervise the proceedings for the facts and damage which come within the scope of the contract herein. However, you may join in the lawsuit as long as you can establish a separate interest that is not taken charge of pursuant to the contract herein.

The mere fact of entering an appeal in your defense as a precaution may under no circumstances be interpreted in itself as an acknowledgement of cover, and in no way implies that we agree to be liable for the harmful consequences of events which would not be explicitly covered by the contract herein.

Even if you fail in your obligations after an accident, we are bound to compensate the people to whom you are liable. Nevertheless, in these cases, we retain the right to take legal action against you for reimbursement of all the sums that we have paid or provided on your behalf.

#### Redress

Insofar as the means of obtaining redress are concerned:

- We are entitled to act without reference to yourself before the civil, commercial or administrative jurisdictions, in relation to the cover provided under this contract,
- Before the criminal jurisdictions, redress may only be sought with your agreement,
- if the lawsuit pending before a criminal jurisdiction no longer relates to any interests but civil interests, refusal to give your agreement to our exercising the anticipated means of obtaining redress entails a right for us to claim compensation from you equivalent to the loss which resulted for us.

#### Costs of proceedings

We will be liable for the costs of the proceedings, discharges and other settlement costs.

However, if you are ordered to pay a sum in excess of that of the cover, each of us shall bear these costs in proportion to their respective share in the sentence.



You may send your claim, either:

- by email to: [responsabilite-civile@votreassistance.fr](mailto:responsabilite-civile@votreassistance.fr)
- or by postal mail to:

**AWP France SAS**  
**Service Juridique - Responsabilité Civile et Contentieux - DT03**  
**7, rue Dora Maar**  
**CS 60001**  
**93488 SAINT-OUEN Cedex, France**

## 6/ Luggage

We cover your luggage, objects and personal effects taken with you or bought during your journey, during the outward and return travel only (initial departure and final return) up to the amount given in the schedule of cover, in the event of

- theft and loss,
- total or partial destruction

The amount given in the schedule of cover constitutes the maximum reimbursement for all accidents occurring during the insured period.

**Our reimbursements are complimentary to those done by the transport company.**

### What is excluded?

**Besides the exclusions given under the heading «EXCLUDED RISKS FOR ALL BENEFITS», we cannot cover :**

- the fragile objects such as porcelain, glass, ivory, ceramic, marble objects,
- the items listed hereinafter: jewels, device reproducing sound or image and corresponding accessories, documents recorded on tapes or films as well as professional material, laptop computers, mobile phones, sport articles, musical instruments, food products, lighters, pens, cigarettes, alcohol, works of art, beauty products and photographic films, any prosthesis, equipment of any kind, share certificates, eyeglasses, contact lenses, keys of any kind,
- cash, and documents listed hereinafter: passport, identity card or residence card, car registration book and driving license, credit cards, books, travel tickets.

### How is your compensation calculated?

Compensation will be paid to you against documentary evidence and on the basis of like-for-like replacement value, less obsolescence.

Under no circumstances is the proportional rule of capital provided in article L.121-5 of the French insurance code applied.

### What are your obligations in the event of a claim ?

Our reimbursements being complimentary to those of the transport company, your claim report must be accompanied by a copy of the transport company's documents, attesting the reimbursement of your luggage.

You must report the claim so that it reaches us within 3 months from the date of reimbursement by the transport company.

**The sums insured cannot be considered as proof of the value of the property for which you are claiming compensation, nor as proof of the existence of this property.**

**You are obliged, by any means in your power and by all documents in your possession, to provide evidence of the existence and value of these goods at the time of the loss, and the extent of the damage.**



If you knowingly use inaccurate documents or fraudulent means as proof, or if you make inaccurate statements or fail to disclose any relevant information, you will lose all rights to compensation, without prejudice to the prosecution that we will then have grounds to instigate against you.

**In order to facilitate your claim and optimize the treatment of your file, we recommend claiming via the following internet web site:**

<https://indemnisation.allianz-assistance.fr>

**A confidential access code allows you to follow the evolution of the file 24/7.**

**You may also contact us by phone from Monday to Friday, from 9am to 6pm (Metropolitan France time zone): + 33 (0)1 42 99 03 95 (standard rate number).**

Or by postal mail to:

AWP France SAS  
Service Indemnisation Assurances  
DOP01 – DOP01  
7, rue Dora Maar  
CS 60001  
93488 SAINT-OUEN Cedex, France

What happens if you recover all or part of the luggage, items and personal effects?

You must advise us immediately, in a letter sent by recorded delivery, as soon as you have been informed:

- if we have not yet paid you your compensation, you must take back the luggage, items, or personal effects ; we are then only obliged to pay for any damages or missing items;
- if we have already paid out compensation, you have the option, within a period of 15 days, to do one of the following:

1/ either to abandon the said luggage, items or personal effects in our favor,  
2/ or to take back the said luggage, items, or personal effects in return for restitution of the compensation that you received, having, where appropriate, deducted, that part of the compensation which corresponds to damaged or missing items.

If you have not made your choice within 15 days, we will deem that you are opting for abandonment.

## 7/ Excluded risks for all benefits

**Expenses are not reimbursed if consequent to the following events or situations:**

- 1. expenses related to pre-existing conditions: consequent to accidents or illnesses which occurred prior to the effective date of the contract,**
- 2. an illness or an accident based on the intentional act of the covered person, self-mutilation or attempt of suicide,**
- 3. criminal proceedings against the Insured**
- 4. accidents or diseases incurred during sport competitions organised by any sports federation, as well as any sport activities within a professional context and the consequences of practice of the following sports: mountaineering, rock-climbing, bobsleigh, skeleton, any air sport, jet ski, martial arts, off-piste winter sports,**
- 5. participation of the insured in duel, bet, crime and offence, fights (except self-defence), strikes,**
- 6. use of non-prescribed drugs,**
- 7. alcoholism or drunkenness,**
- 8. accidents caused by hurricane, earthquake, volcanic eruption or other disasters,**
- 9. nuclear risks,**
- 10. terrorism, sabotage, war (whether civil or not), riots, demonstrations, according to article L121-8 of the French "Code des Assurances",**



- 11. activities when an insurer is banned from providing a contract or an insurance service due to a sanction, restriction or prohibition provided by conventions, laws or regulations, including those decided by the United Nations Security Council, the European Union Council or any other applicable national law,**
- 12. activities when they are subject to any sanction, restriction total or partial embargo or prohibition provided by conventions, laws or regulations, including those decided by the United Nations Security Council, the European Union Council or any other applicable national law. It is understood that this provision only applies in the case where the insurance contract or insured goods and/or activities fall within the scope of the decision concerning the restrictive sanctions, total or partial embargo or prohibition, and**
- 13. the absence of random.**

## 8/ Basis of the insurance contract

This contract is governed by the French "Code des Assurances".

The definition of benefits, pricing and rules of implement concur with the laws regarding French social security.

### **SUBROGATION**

The Insurer is subrogated to the rights and actions that the Insured may have against the Third Party responsible for the loss, in the limit of the amount of compensation that the Insurer has paid. In case Subrogation could not operate in favour of the Insurer because of the Insured, the latter will be relieved of the obligations regarding the Insured in respect of the Subrogation that would have been possible.

### **TIME LIMIT OF ACTIONS STEMMING FROM THE INSURANCE CONTRACT**

The provisions relating to the time limit within which action stemming from the insurance contract may be taken are set out by Articles L 114-1 to L 114-3 of the French Insurance Code (Code des assurances), as reproduced below:

#### **Article L 114-1 of the French Insurance Code:**

Any actions stemming from an insurance contract are time barred two years after the event from which the actions stem.

However, this time limit only starts running:

1 In the event of reticence/concealment, omission, misrepresentation or inaccurate declaration of the risk incurred, from the date when the Insurer learned of the said risk;

2 In the event of an insurance loss, from the date when the interested parties learned of it, if they prove they were unaware of it prior to that date.

When the action by the Insured Person against the Insurer is caused by recourse by a third party, the time limit for action only starts running from the date when the third party takes legal action against the Insured Person or has received compensation from the Insured Person. The time limit for action is increased to 10 years in life insurance contracts when the beneficiary is a person distinct from the Contrat holder and, in insurance contracts for personal accidents, when the beneficiaries are the assigns of the deceased Insured Person.

For life assurance contracts, and notwithstanding the provisions of point 2 above, the right to action by the beneficiary lapses at the latest 30 years after the death of the Insured Person.

#### **Article L 114-2 of the French Insurance Code:**

The time limit for action may be interrupted by any of the ordinary causes for interruption thereof, and by appointment of appraisers after a loss. Interruption in the time limit for action may also result from a registered letter with acknowledgement of receipt being sent by the Insurer to the Insured Person to obtain payment of the premium, and by the Insured Person to the Insurer to obtain payment of compensation.

#### **Article L 114-3 of the French Insurance Code:**

Notwithstanding Article 2254 of the Code Civil (French Civil Code), the parties to the insurance contract may not, even by mutual agreement, either change the length of the time limit for action, or add causes for suspension or interruption thereof.



### **Additional information:**

The ordinary causes for interruption of the time limit for action indicated in Article L 114-2 of the French Insurance Code are set out in Articles 2240 to 2246 of the French Civil Code, as reproduced hereafter.

To learn of any potential updates of the aforementioned provisions, you may consult the official website: "www.legifrance.gouv.fr".

### **Article 2240 of the French Civil Code:**

Recognition by the obligee of the right of the person against whom the obligee could claim inaction within the time limit interrupts the time limit for action.

### **Article 2241 of the French Civil Code:**

Instigating legal proceedings, even summary proceedings, interrupts the time limit for action and the time limit beyond which rights lapse.

The same applies when the matter is brought before an incompetent jurisdiction, or when the deed of referral to the jurisdiction is cancelled through procedural irregularity.

### **Article 2242 of the French Civil Code:**

Interruption resulting from instigating legal proceedings is effective until the proceedings end.

### **Article 2243 of the French Civil Code:**

The interruption is null and void if the petitioner withdraws the petition or lets the proceedings lapse, or if the petition is dismissed definitively.

### **Article 2244 of the French Civil Code:**

The time limit for action or the time limit after which rights lapse is also interrupted by protective measures being taken pursuant to the French Code of Civil Enforcement Procedures (Code des procédures civiles d'exécution) or by an enforcement being ordered.

### **Article 2245 of the French Civil Code:**

One of the jointly and severally liable obligees being summoned or notified through legal proceedings or through an enforcement order, or recognition by the obligee of the right of the person against whom the obligee could claim inaction within the time limit interrupts the time limit for action against all of the others, even against their heirs.

Conversely, one of the heirs of a jointly and severally liable obligee being summoned or notified, or that heir recognising such a right does not interrupt the time limit for action with regard to the other co-heirs, even for mortgaged debt, if the obligation is divisible. Such summons/notification or such recognition interrupts the time limit for action with regard to the other co-obligees only for the share for which that heir is liable. In order to interrupt the time limit for action for the entire obligation with regard to the other co-obligees, the summons or notification needs to be made to all of the heirs of the deceased obligee, or all of the heirs need to recognise the right;

### **Article 2246 of the French Civil Code:**

Summons or notification made to the main obligee, or the main obligee recognising the right in question interrupts the time limit for taking action against the guarantor.

### **ANTI MONEY LAUNDERING**

The controls that we are legally required to carry out as part of anti-money laundering and to combat the financing of terrorism, especially cross-border flows, may lead us at any time to ask you for explanations or supporting documents, including concerning the acquisition of insured goods.

Pursuant to the French Data Protection Law of 6 January 1978 as amended by the French Law of 6 August 2004, and pursuant to the French Monetary and Financial Code, you are entitled to access your personal data by sending a letter to the French Data Protection Authority (CNIL).

### **COURTS OF COMPETENT JURISDICTION – GOVERNING LAW**

The pre-contractual and contractual relations are governed by French law and primarily by the French Insurance Code.



Any legal action relating to this contract shall be brought before French courts which have exclusive jurisdiction. However, if you are domiciled in the Principality of Monaco, the Monaco Courts shall have sole jurisdiction for disputes you and us.

#### LANGUAGE USED

The language used on the occasion of pre-contractual and contractual relations is French.

#### OPTION OF CANCELLATION

##### If you are already insured for the same risk:

You are prompted to verify that you are not already the beneficiary of insurance covering one of the risks covered by the new contract. If such is the case, you have the right to renounce this contract during the 14 (calendar) days following its conclusion, without any fees or penalties, if all of the following conditions are satisfied:

- you took out this contract for non-professional reasons;
- this contract was added to the purchase of a good or service sold by a supplier;
- you can show that you are already covered for one of the risks covered by this new contract;
- the contract you want to renounce has not been fully performed; and
- you have not filed any claim for damage covered by this contract.

In this situation, you can exercise your right to renounce this contract by letter or any other durable medium sent to ACS, 153, rue de l'Université, 75007, Paris, FRANCE, accompanied by a document proving that you already have cover for one of the risks covered by the new contract. We are required to reimburse the premium paid, within 30 days from your renunciation.

**"I the undersigned M..... residing at ..... hereby renounce my contract No. .... taken out with ....., pursuant to article L 112-10 of the French Insurance Code. I hereby attest that I have no knowledge at the date of sending this letter, of any damage covered by the contract."**

## 9/ Data Protection

Personal data concerning the Parties to the present contract, the Members, the Insured, their Dependents and/or beneficiaries as applicable, and/or any identified or identifiable natural living person to whom personal data relates hereto, including the signatories to this contract or any other relating contractual documents, are used for the sole purpose of the implementation and management of the present contract. These persons are referred to as "Data Subjects".

Processing measures, whether or not by automated means, such as collection, processing, recording, organization, purpose limitation and data minimization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transfer, dissemination or otherwise making available, alignment or combination, security, of personal data, are carried out in accordance with:

- the Amended French Data Protection Act no. 78-17 of 06.01.1978 on Information Technology, Data Files and Civil Liberties and all applicable laws and regulations relating to the protection and processing of Personal Data,
- the General Data Protection Regulation (Regulation (EU) 2016/679) of the European Parliament and of the Council of 27 April 2016, hereinafter referred to as the "**Regulation**",
- to sector-specific laws and applicable guidance and codes of practice issued by supervisory authorities,
- the AERAS agreement, effective since 2006, amended on 1st February 2011 and 2nd February 2015 and the conduct code annexed thereto as well as the medical ethical code.

The Data Subjects have the rights to request access to, rectification, deletion of their personal data, restriction of processing concerning their data, objection to processing, and data portability as defined in Annex Data Privacy Notice hereto.



In addition, in accordance with the performance of the contract, personal data may be subject to an extra-European transfer. This transfer occurs in full compliance with the different aspects of protection of personal data and the security of information provided for by the Regulation.

The terms used herein shall have the meaning given in the Regulation.

In the event the Data Subject wishes to exercise his/her rights in relation to the present contract, a request may be sent to:

For health and death benefits:

**AWP Health & Life S.A.**  
**Information Technology and Civil Liberties**  
**Eurosquare 2**  
**7 rue Dora Maar**  
**93400 Saint Ouen,**  
**France**  
**Email :** [informatique.libertes@allianzworldwidecare.com](mailto:informatique.libertes@allianzworldwidecare.com)

For other benefits:

**ACS,**  
**To the attention of the DPO,**  
**153, rue de l'Université,**  
**75007 Paris,**  
**France**  
**Email :** [dpo@acs-ami.com](mailto:dpo@acs-ami.com)

The Insurer will assess the corresponding requests under the scope of the Regulation, and will respond by justifying meeting the request or denial thereof.

The Data Subjects have as well the right to lodge a complaint with the Data Protection Supervisory Authority as provided hereunder if they consider the processing of their data is not lawful or do not agree with the conclusions resulting from their requests for exercising their rights.

In the event the Data Subject has any queries about how the personal and/or sensitive data is used in relation to the present contract, the Data Subject may contact the Insurer as follows:

**AWP Health & Life S.A.**  
**Data Protection Officer**  
**Eurosquare 2**  
**7 rue Dora Maar**  
**93400 Saint Ouen,**  
**France**  
**Email:** [AWC.DataPrivacyOfficer@allianz.com](mailto:AWC.DataPrivacyOfficer@allianz.com)



## WHAT IS THE PROCEDURE FOR EXAMINING COMPLAINTS?

Your usual contacts are able to study in depth all your requests and complaints. If, after this review, the answers do not meet your expectations, you can submit your claim to:

For ACS :

**ACS, Complaints Department,  
153, rue de l'Université, 75007 Paris, France  
Email : [contact@acs-ami.com](mailto:contact@acs-ami.com)**

Receipt of the complaint will be acknowledged within 10 days of its date of reception, unless the answer itself is given to you within this time-frame. In any case, in accordance with applicable legislation, an answer will be given to you within 2 months following the receipt of the complaint.

If the disagreement remains, you can submit your claim to:

For AWP Health & Life :

**AWP Health & Life S.A. - Relations Clients(Customer Relations)  
Eurosquare 2, 7 rue Dora Maar,  
93400 Saint Ouen, France  
Email : [client.care@allianzworldwidecare.com](mailto:client.care@allianzworldwidecare.com)**

For AWP P&C:

**[reclamation@votreassistance.fr](mailto:reclamation@votreassistance.fr)**

(or send a postal mail to *AWP France SAS, Service Réclamations, TSA 70002 - 93488 Saint-Ouen Cedex, France*)

Allianz adheres to the Mediation Charter of Insurance. In the event of persistent and final disagreement, you have the option, after exhausting the internal processing channels indicated above, of referring the matter to the Mediator of Insurance, whose contact details are as follows: LMA – TSA 50110 – 75441 PARIS CEDEX 09 France, [www.mediation-assurance.org](http://www.mediation-assurance.org), without prejudice to the other channels for legal action.

The parties declare that they submit to French law.

## AUTHORITY IN CHARGE OF OVERSEEING INSURANCE COMPANIES

**L'Autorité de Contrôle Prudential et de Résolution (ACPR)** (the Prudential Oversight and Resolution Authority) 4 place de Budapest CS 92459 75436 Paris Cedex 09, France.

## CONSUMERS' RIGHT TO OBJECT TO TELEPHONE MARKETING

If you do not wish to be contacted for the purposes of telephone marketing, you can have yourself added to a telephone marketing opt-out list, free of charge.

These provisions apply to any consumer, i.e. any natural person acting for purposes unrelated to their commercial, industrial, craft or self-employed activities.



## 11/ Contact information

**For any assistance request or payment of a hospitalisation, please contact on a 24 hour basis:**

• **by telephone**

**from France : 01.42.99.02.46**  
**from abroad : 33.1.42.99.02.46**

For any question regarding coverage or claims, please contact:

**ACS**  
**153 rue de l'Université – 75007 Paris - France**  
**Tel. 00 33 (0) 1 40 47 91 00**  
**Fax. 00 33 (0)1 40 47 61 90**  
**email : contact@acs-ami.com**

***In case of difference between the French and English or other versions of this summary of benefits, the French version shall prevail.***

## 12/ Schedule of cover

<b>MEDICAL COSTS (1)</b>	
<b>Maximum 150,000 € / person year (2)</b>	
Surgery and hospitalization	100% of actual costs*
Consultations, pharmacy, x-ray analyses, paramedic care	100% of actual costs*
Emergency dental treatment	100% up to 300 €*
Dental treatment following an accident	100% up to 600 €*
<b>*For students : You maintain the same coverage for emergencies only in your country of residence when you return on holiday, up to a maximum of 15 000 €.</b>	
<b>ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS</b>	
Accidental death benefit	8 000 €
Permanent disability benefit further to an accident	30 000 €
<b>LEGAL LIABILITY</b>	
Damage that has been caused to someone else during the trip (travel incl.) is guaranteed	
Deductible for the three guarantees	100 € per file and per claim
Personal injury	4 500 000 €
Damage to property and consequential losses therefrom	450 000 €
Objects entrusted during a period of traineeship	11 500 €
<b>ASSISTANCE BENEFITS</b>	
Medical transport	100% of actual costs
Repatriation	100% of actual costs
Presence of a relative if hospitalized for more than 7 days	Outward/return ticket + 80 € per night (max. 8 nights)
Early return following the death of a member of the immediate family	Return ticket – actual costs
Dispatch of essential medicines which cannot be found on site	100% of actual costs
Forwarding of urgent messages	100% of actual costs
Search costs	100% up to 3 000 €
Advance of funds in cases of theft	up to 700 €
Legal assistance	up to 3 000 €
Advance of bail money	up to 7 000 €
Transport of body in cases of death	Actual costs (funeral costs limited to 1 500 €)
<b>LUGGAGE INSURANCE</b>	
During the outward / return journey	1 150 €

**(1) If the insured person benefits from the French Social Security or any other insurance organism, our reimbursements are complementary to the latter.**

**(2) Maximum benefit for a 12-months guarantee through one or several contracts.**



## 13/ Appendix : Medical claim form

Complete this form and join the **original paid invoices**, copies of the prescriptions and full **medical report**, copy of your **passport** (identification + arrival stamp). The medical documents must always mention the patient's full name, the date of the medical treatment, the name, address and telephone number of the practitioner, the medical facility, the laboratory or the pharmacist. Simple receipts not providing all this information won't be sufficient (a detailed bill is required). Please, group your claims in order to avoid low amounts of reimbursements and make photocopies of all the documents before sending them to:

**A.C.S. – Medical Service – To the attention of the Medical Advisor 153 Rue de l'Université 75007 Paris, France**

Claims requests of less than € 500 can be sent by email to the attention of our Medical Adviser to: [servicemedical@acs-ami.com](mailto:servicemedical@acs-ami.com)

**ATTENTION: The insurer reserves the right to request ORIGINALS at any time for a period of 2 years.**

Certificate ID: G \_\_\_\_\_ Date of birth: \_\_\_\_\_

Family name: \_\_\_\_\_ Given name: \_\_\_\_\_

Complete address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Personal E-mail: \_\_\_\_\_

The received treatment is related to:

**Accident:** Circumstances (date, place, details): \_\_\_\_\_

**Illness/ Diagnosis:** Pathology and date: *(Example: Otitis 12<sup>th</sup> Sept)* \_\_\_\_\_

Medical or surgical history in direct or indirect relation to the medical condition concerned: \_\_\_\_\_

Date of the first symptoms/signs: \_\_\_\_\_

Detail of the invoices related to medical expenses:

Date of treatment	Country	Currency and settled amount	Treatments
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Comments: \_\_\_\_\_

In case of reimbursement, I would like to receive:

- A wire transfer to a bank account in Euros (Indicate IBAN number and SWIFT or BIC code)
- A wire transfer to a bank account in a foreign currency (please join an official document indicating the complete banking details and notably the SWIFT Code) *(Note: International transfers subject to variable bank charges and accepted for a minimum reimbursement of 50 Euros)*
- A wire transfer to a third-party account: also forward the account holder's passport copy and a written authorization from the insured stating that he/she agrees to receive the reimbursement on the third-party's account.



## Annex : Privacy notice ACS

Protecting data and the privacy of insured members is a top priority. This privacy notice explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Please read this notice carefully.

### Processing of personal data

The information collected by ACS, insurance broker, simplified joint-stock company registered under number 317 218 188 RCS Paris, and located at 153, rue de l'Université – 75007 Paris, France, either directly from you or via your insurance intermediary, is subject to data processing for the sole purpose of:

- preparing, concluding, managing and executing your quote or contract (study of needs, underwriting, calculation and collect of premium, preparation of endorsements, claims management, treatment of complaints if any...),
- enforcing regulations related to anti-money laundering and terrorist financing prevention, fight against fraud,
- elaborating statistical and actuarial studies,
- redistributing risks via reinsurance or coinsurance.

The processing of such data is carried out in compliance with the requirements applying to the collection, processing, recording, organization, purpose limitation and data minimization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transfer, dissemination, security of personal data.

The recipients of such data are, within the limits of their relevant assignments and according to applicable purposes, the insurers, reinsurers, insurance intermediaries (your direct broker, if applicable), and eventually their subcontractors, which intervene in the context of the execution or the management of your contract, third party administrators, the mediator if a case is submitted to him/her, authorities legally authorized to manage your complaints, Tracfin for the fight against terrorism and anti-money laundering. Your data may also be transmitted to any person benefiting from the contract (subscriber, insured, member, and beneficiary of the contract).

You expressly accept the collection and processing of data concerning your health. This information is necessary for the execution and the management of your contract and your benefits, which is the sole purpose of the processing, and made in accordance with the regulations of medical confidentiality. This information is exclusively intended for the medical advisors of ACS, its departments in charge of managing your benefits, its third-party administrators and assistance providers if applicable, as well as for the insurers and reinsurers of your contract.

### Transfer of personal data :

In addition, we inform you that your personal data, or that of other parties concerned by or benefiting from the contract, may be transferred outside the European Union if necessary for the performance of your contract.

The sole purpose of such transfers is to allow the performance of insurance and assistance claims, and only the data necessary for the achievement of this purpose are transferred.

The recipients or categories of recipients authorized to receive the data are the accredited staff of the medical administrators and assistance companies as well as of the insurers, where appropriate.

These transfers are made according to the regulations relating to the protection of personal data applicable in the European Union.



## Your rights :

In accordance with the French data protection law n° 78-17 of January 6 1978 as amended in 2004 and 2018 and to EU regulation 2016/679 of April 27th 2016, you have the right to Access, Rectify, Erase, and to the Portability of, any data concerning yourself, as well as the rights to the Restriction of and to Object to the processing of your personal data, which you can pursue by writing to our Data Protection Officer: [dpo@acs-ami.com](mailto:dpo@acs-ami.com) or by postal mail to « ACS, To the attention of the DPO, 153, rue de l'Université, 75007 Paris, France » (together with a copy of an official ID).

You may send a complaint:

- On the CNIL website by filling out the online form.
- By postal mail writing to CNIL - 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07 FRANCE

Regarding your health data, these rights may also be exercised by writing to the ACS Medical Consultant (ACS, To the attention of the Medical Consultant, 153, rue de l'Université, 75007 Paris, France) together with of a copy of an official ID.

## Data retention Duration :

Personal data will be retained in accordance with applicable laws and regulations, and specifically as follows :

Documents	Data Retention Duration
Proposal, quotations	3 years
Individual Enrollment Forms	<ul style="list-style-type: none"> <li>• 5 years from the date of the termination of contract(if no claim)</li> <li>• 5 years from the date of the termination of the insurance coverage</li> </ul>
Contributions and premiums	5 years
Healthcare claims (illness/ accident medical expenses)	3 years from the date the claim is closed
Claims files in the event of Death, Total and Irreversible Loss of Autonomy, Incapacity, Disability	<ul style="list-style-type: none"> <li>• if the benefit has been paid: 10 years from the last date of payment</li> <li>• if the benefit has not been paid in totality or partially to the beneficiary(ies) in the event of death of the Insured: 30 years from the date of the recognition of the death of the Insured by the company</li> <li>• if the benefit could not be paid in total or partial due to the disappearance of absence of the Insured: 30 years from the date of recognition by the company of the determination of the disappearance or absence of the Insured</li> </ul>
Permanent Partial Disability Due to Illness (PPDI)- Permanent Partial Disability Due to Accident Disability (PPDA)	<ul style="list-style-type: none"> <li>• if the benefit has been paid: 10 years from the last date of payment</li> <li>• if not paid: 30 years</li> </ul>

