

Globe Partner Association

As a member of the Globe Partner Association, you have selected the cover that the Association has taken out with:

- MGEN, 3-7 Square Max Hymans, 75648 Paris Cedex 15, France, registered under number SIREN 775 685 399 regulated by the French Mutual Insurance Companies code, under the policy no. MGENIB1100219SAP for the Health, Assistance, and Death benefits. MGEN outsources the coverage of costs of medical repatriation and assistance to Mutuaide Assistance.
- MGEN Portugal - Companhia de Seguros, S.A, whose head office is located at Rua Duque de Palmela, 11, Piso 1, 1250-097 Lisboa, Portugal, with a share capital of €7,500,000.00 and registered under the unique registration and legal entity identification number 517503131 for luggage insurance, Cancellation fees, accidental death & disability benefits and for the legal liability benefits. MGEN Portugal is regulated by the Autoridade de Supervisão de Seguros e Fundos de Pensões in Portugal and is authorized by the Prudential Supervision and Resolution Authority (ACPR) to operate in France under the Freedom to Provide Services regime.

The administration of these benefits is delegated to ACS, 153 rue de l'Université, 75007 Paris, France, simplified limited company with a capital of €150.000, insurance brokerage firm registered RCS Paris under no. 317 218 188, ORIAS no. 07 000 350.

How the cover is applied and the details of the benefits to which you are entitled are set out in this leaflet. I

In case of discrepancy between the English version of this leaflet and the French version of the contract, the French version of the contract will prevail.

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1/ General provisions

Eligibility – Enrolment

Persons members of the Globe Partner Association, who are below the age of 66, and are travelling outside their usual country of residence are optionally eligible.

Upon enrolment, the Applicant must fill in the enrolment documents, including a statement of current health, on which the option(s) chosen and amount of premiums are shown. The chosen option cannot be changed during the period of coverage.

The Applicant must pay for the entire insurance premium upon enrolment.

The Insurer reserves the right to make acceptance conditional upon the presentation of any additional information it deems necessary.

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

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

Commencement of cover

In order to receive benefits without a waiting period, the applicant must purchase the initial policy prior to departure.

When the Applicant subscribes after his departure, a waiting period of 8 days is applied to all benefits from the date of subscription.

In case of subscription of a new contract after termination of the previous one, in order to receive benefits without a waiting period, the new contract must be subscribed immediately following the previous one without any interruption.

Otherwise, a waiting period of 8 days is applied to all benefits from the date of subscription of the new contract.

For the cancellation option, the applicant must subscribe to the contract on the day of purchase of the trip and within 48 hours at the latest.

Membership becomes effective for each of the beneficiaries as soon as the Insurer accepts them and the premium has been paid.

The GLOBE TRAVELLER travel insurance policy is concluded for a fixed term and it is not eligible for the renunciation right provided for in Article L 112-2-1 of the French insurance code or L.221-18 of the French Mutual Insurance Companies code.

Duration of cover

Once admitted to insurance and subject to the penalties provided for by the French Insurance Code or the French Mutual Insurance Companies code for false declaration, the Member cannot be excluded as long as she/he fulfils the conditions.

The policy can be taken up for a maximum period of 12 months maximum, in one or several policies. Any new enrolment will require the company's authorisation.

In any event, the covers end as follows:

For each Member:

- On the date of final return if the policy term is not complete,
- At the time of her/his repatriation to her/his usual country of residence,



- On the last day of her/his membership period, when she/he stops being a Member of the Globe Partner Association,
- In the event of judicial liquidation of the Insurer or the Globe Partner Association.

For the totality of the Insured, at the time of effectiveness of the cancellation of the group policy n° MGENIB1100219SAP between the Globe Partner Association, MGEN and MGEN Portugal.

Termination of benefits (or suspension) means the end of benefits for the Member 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 and before the Member's departure from her/his usual country of residence.

Changes of dates are possible once only during the current calendar year.

For cancellations, the policy will only be reimbursed upon presentation of supporting documents, less a €20 fee.

The policy is agreed for a fixed period with no automatic renewal. It may not be cancelled or reimbursed during the period.

Sanctions in case of false declaration

Any information supplied by a Member that is incorrect, falsified, exaggerated or any fraudulent acts on his/her part shall be the direct responsibility of the Member and shall give rise to:

- the nullity of your contract in case of intentional misrepresentation (L 113-8 of French insurance code or L.221-14 of the French Mutual Insurance Companies 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 Member 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 or L.221-15 of the French Mutual Insurance Companies 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 or L.221-15 of the French Mutual Insurance Companies code).

2/ Definitions

The terms and expressions used in this document have the following meaning:

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

Assistance to persons: assistance to persons includes all the benefits provided in the event of illness, injury or death of insured persons during a covered trip

Attack/Acts of terrorism: 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).

Bodily injury / personal injury: any bodily harm suffered by a natural person and the resulting damage.

Civil war: armed opposition of several parties belonging to the same country, as well as any armed rebellion, revolution, sedition, insurrection, coup d'état, application of martial law or closure of borders ordered by local



authorities

Claim / insured event: event that may result in the application of a guarantee under the policy.

Close family members: father, mother, children, siblings and grandparents.

Complication/ Worsening (for cancellation guarantee): Increase in the intensity of the medical risk following changes that have occurred and are likely to significantly alter the medical situation.

Consecutive consequential losses: any pecuniary loss resulting from the deprivation of enjoyment of a right, the interruption of a service rendered by a person or by movable or immovable property, or the loss of profit, and which is the direct consequence of bodily injury or property damage covered by the guarantee.

Covered baggage/items: baggage and its contents, including personal effects and valuables, belonging to the Member, carried for the trip/travel and/or acquired during the trip/travel.

Deductible: part of the indemnity remaining as your expense.

Dental care following an accident: treatment must be administered within 15 days following the date of the accident and consist of replacing healthy and natural teeth that have been lost or damaged.

Depreciation: depreciation in the value of property caused by time, use or maintenance conditions on the day of the loss. Unless otherwise stipulated in the contract, the depreciation applied for calculation of the compensation due is 1% per month up to a maximum of 80% of the initial purchase price.

Domicile: your principal and usual place of residence in your country of residence.

Emergency: term used in the event of an accident or the occurrence of a covered illness requiring immediate medical measures and treatment for the Member. Only medical treatment by a physician, general practitioner or specialist, or hospitalization within twenty-four (24) hours of the direct cause of the emergency will be considered necessary for reimbursement.

Epidemic: Abnormally high incidence of a disease during a given period and in a given region.

Foreign war: declared or undeclared armed opposition of one State against another State, as well as any invasion or state of siege.

Forfeiture: loss of the right to be covered for the Insured Event in question.

French Insurance Code / French Mutual Insurance Companies code: the compendium of the laws and regulations that govern the insurance policy.

Hazard / random: event whose occurrence is uncertain and beyond the control of the insured

Illness, sickness or disease: a degradation in health established by a medical authority, requiring medical treatment.

Injury: sudden impairment of health resulting from the sudden action of an unintentional external cause on the part of the victim as ascertained by a competent medical authority.

Insurer:

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Members/Subscribers: the persons duly insured under this contract, hereinafter referred to as "you". For application of the legal provisions relating to time limits, "the Member" should be understood as "the Insured" when mentioned in the articles of the Insurance Code.

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

Pandemic: Epidemic which develops over a vast territory, crossing borders and qualified as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the disaster occurred.

Personal items: only personal items with a purchase date of less than 3 years will be covered.

Pollution: harm to the environment by introduction into the air, water or soil of materials not naturally present in the environment.

Property damage: any damage, destruction, alteration, loss or disappearance of a thing or substance, as well as any bodily injury to an animal.

Serious illness (for cancellation guarantee): Sudden and unforeseeable deterioration in health certified by a competent medical authority involving the cessation of all professional or other activity.

Strike: collective action consisting of a concerted cessation of work by the employees of a company, an economic sector or an occupational category in support of demands.

Subrogation: legal situation by which a person has the rights of another person transferred to him/her (in particular: substitution of the Insurer for the Member for the purpose of legal proceedings against the opposing party).

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.

Transport company: any company duly approved by the public authorities for the transport of passengers.

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

Waiting period: the period between the subscription date and the date at which the Member becomes entitled to benefits. During the waiting period, no benefit will come into effect and the insured cannot be compensated.



3/ Medical Expenses and Accidental Death and Disability Benefits

Area of cover

The area or the areas of destination selected by the Member at the time of enrolment.

A/ Medical Expenses

The cover consists of reimbursing, subject to the exclusions provided below, medical expenses, defined in the provision 13 "table of benefits" incurred as a result of an accident or illness recognised by the World Health Organization (WHO).

In addition, reimbursement requests will be honored only if the Insurer deems the amount of the invoices and receipts provided reasonable and usual. If this is not the case, the Insurer reserves the right to reduce the amount of the benefits.

The Medical Expenses cover ends when our medical team deems that the Member can be repatriated to her/his usual country of residence.

It is explicitly stated and agreed that, should the Member benefit or be able to benefit from reimbursements from the French Social Security, **benefits should be paid as a complement.**

Limited to actual costs

In accordance with Article 9 of Law no. 89-1009 of 31 December 1989 and Decree no. 90-769 of 30 August 1990, reimbursements or compensation for expenses incurred in respect of an illness or an accident may not exceed the amount of the costs remaining payable by the Member after the reimbursements of any kind to which she/he is entitled.

Covers of the same nature taken out with several insurers operate within the limit of each cover regardless of her/his enrolment date. Within this limit, the Policy's beneficiary may obtain additional compensation by sending details of the reimbursement(s) made by the other organisation(s). For the application of the above provisions, the limitation to the amount of the outstanding expenses to be paid by the Member is determined by the Insurer for each act or expense item.

In case of undue payments: the beneficiary of the benefit commits to repay to the Insurer, as soon as possible, the undue claims. As a consequence, the Insurer can make compensation between these amounts and any other benefits due by the Insurer to the Insured.

Excluded benefits from medical expenses

It is hereby stated that costs not recognised by the World Health Organisation, in accordance with the "International classification of Health interventions" (ICHI), as well as the benefits below are not covered under this policy:

- 1. expenses incurred before or after the period of coverage;**
- 2. transportation fees of general practitioner which are not usually covered;**
- 3. treatment and care prescribed by a non-qualified doctor or practitioner;**
- 4. medical fees for which the Member could have waited for the return to his / her country of residence**
- 5. medical expenses in the usual country of residence (except for students during a temporary return of less than 30 days during holidays, in case of emergency only, and up to the maximum amount indicated in the table of benefits);**
- 6. cosmetic treatment and surgery unless consecutive to an accident;**
- 7. congenital disabilities, hereditary diseases, and chronic diseases;**
- 8. all orthotics and prostheses including hearing and dental, as well as the corresponding care;**
- 9. all dental care (except in case of emergency or accident);**



10. stomatology, acne treatments, and speech therapy;
11. optics, orthoptics and contact lenses;
12. acupuncture, massage and physiotherapy (except after an accident resulting in hospitalization. In this case, hospitalization consists of staying several days in the hospital, at least 24 hours);
13. psychological care and psychotherapy including consultations;
14. mental illnesses including depression, care and treatment related to sleep disorders;
15. HIV-positive status and its consequences, AIDS and its consequences;
16. sexually-transmitted diseases and screening tests;
17. thermal cures, and rehabilitation centres;
18. health assessments and check-ups;
19. vaccination costs;
20. medical expenses related to birth control, abortions, sterility treatments and sexual dysfunction;
21. medical expenses related to pregnancy, pathological pregnancy, maternity, vaginal and surgical childbirth / delivery,
22. expenses incurred in connection with the acquisition of an organ;
23. any surgery or treatment related to a sex change;
24. common non-medicinal products of current use such as medical alcohol, cotton, sun lotions...;
25. subsidiary expenses such as telephone in case of hospitalisation or fees considered extravagant, unreasonable or unusual considering the country in which they are incurred.

Medical examination and arbitration

Doctors and representatives accredited by the Insurer have free access to the Member to be able to check her/his status. The Member must provide any supporting documents and agree to any expertise or examination requested by the Insurer.

The Insurer's decisions based on the conclusions of the Medical Advisor are notified to the Member by registered post; she/he can challenge the merits thereof within ten days of them being sent by means of a detailed medical certificate sent to the Insurer by registered post.

If there is disagreement as to the Member's state of health, a joint amicable assessment may be carried out by the doctor chosen by the Member and the doctor delegated by the Insurer.

If these two doctors cannot reach joint conclusions, they choose a medical arbitrator to decide between them. In the absence of an agreement on her/his choice, the decision is made by legal means.

Each party bears the expenses and fees of its own doctor and half those of the medical arbitrator.

B/ Accidental Death and Disability

- Lump sum for Death

In case of death of the Member, a lump sum of €1,000 is paid to the following beneficiary(ies): the spouse, and by default the children born or yet to come into equal parts, the death Insured portion belonging to her/his own children and by default to brothers and sisters, or parents in equal parts, the death Insured portion belonging to the survivor, by default to the heirs in equal parts.

- Lump sum for Accidental Death

When the death of the Member is the result of an accident (see Definitions), provided however that it occurs, at the latest, one year after the date of the accident, a lump sum of €10,000 is paid.

The lump sum for Accidental Death is paid to the following beneficiary(ies) : the spouse, and by default the children born or yet to come into equal parts, the death Insured portion belonging to her/his own children and by default to



brothers and sisters, or parents in equal parts, the death Insured portion belonging to the survivor, by default to the heirs in equal parts.

- Permanent disability benefit further to an accident

When a Member is acknowledged as permanently disabled as a result of an accident, **provided that such acknowledgement has occurred at the latest one year after the date of the accident**, a lump sum is paid to her/him.

The disability is deemed TOTAL when, according to the schedule below and the assessment rules in the following table of benefits, it reaches 100%. The lump sum is then payable in full.

It is deemed PARTIAL in the opposite case and only a percentage of the lump sum equal to the disability rating appertaining thereto is paid.

For Accidental Permanent Disability, the maximum amount paid to the Member is equal to €50,000.

Risks excluded from the "Accidental Death and Disability" covers

- **accidents caused by blindness, paralysis, mental illnesses, and all illnesses and disabilities pre-existing at the time of enrolment to the policy;**
- **accidents caused by the use of a motorcycle with a cylinder in excess of 125 cm³ either as driver or passenger;**
- **accidents resulting from your professional activity;**
- **accidents caused by a transportation company not authorized for the public transport of persons;**
- **accidents resulting from exercises performed under military authority.**

ACCIDENTAL DEATH AND DISABILITY

Death lump sum benefit		€ 1,000
Accidental death lump sum benefit		€ 10,000
Permanent total disability following and accident lump sum benefit		€ 50,000
Scale of disability :	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 one ear		15%
total or incurable insanity		100%

*If it is medically established that the Member is left-handed, the disability rating provided for the upper right-hand limb must be applied to the left upper limb and vice versa.

Disability ratings that are not included in the scale are determined by comparing their severity to the cases listed above without taking into account the victim's profession.

Loss means complete amputation or total paralysis of the limb in question, or definitive and permanent ankylosis in all the joints of which it is composed.



The benefits paid by the Insurer are complementary to those of any other Social Security scheme or any supplementary body from which he/she could benefit personally, in particular the benefits covered by the European health card.

How to claim Medical, Accidental Death and Dismemberment expenses?

The Insurer reserves the right to ask any Member or her/his dependents to provide all the information necessary for the processing of their personal data and data concerning the reimbursement requests. For this purpose, the Insurer will have access to their medical records with all the legal obligations of confidentiality appertaining thereto.

Any information provided by the Member or one of her/his dependents that proves to be erroneous, falsified, exaggerated; or any fraudulent or deceptive acts on their part will bring the Member's liability directly into play and the recovery of the sums unduly paid by the Insurer on the basis of this incorrect data.

For hospitalisation, surgery, radiography or medical treatment, a medical certificate must first be requested from the Insurer, to whom it will be returned after being filled in by the Member's doctor. Failure to do so may result in a denial of prior authorisation. In case of hospitalisation the Member can ask for a full acceptance of liability in order to prevent him to advance fees.

Requests for reimbursement of medical expenses:

For any reimbursement request, you must fill in the form on the last page of this booklet and send it to:

ACS
CLAIMS DEPARTMENT (to the attention of the Medical Adviser)
153, rue de l'Université – 75007 Paris, France
Tel. 00 33 (0)1 40 47 91 00
e-mail : servicemedical@acs-ami.com

with the supporting documents below:

- your certificate number, the originals of the doctors' and medical institutions' paid invoices, as well as the prescriptions mentioning the corresponding medicines and any medical document indicating the diagnosis;
- Claims **not exceeding Euro 500**, can be sent via our secure platform <https://clems.acs-ami.com>. Please note that the Insurer may request the corresponding original documents during 2 years.

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 hospitalisation above 24 hours**, it is possible to obtain a direct payment by contacting our Medical Assistance Department, which is available 24 hours a day:

Mutuaide, medical@mutuaide.fr / +33 (0)1 45 16 43 35
Or, if you are in Thailand: Euro-Center, acs-travel@euro-center.com / + 66 2569 0117

The Insurer may request any other additional supporting documents it deems necessary.
Photocopies or duplicates of invoices will not be accepted.

In case of death: the death will only give rights to the benefits if it is declared, except in case of force majeure, within six months of the date of death and provided the following documents are supplied:

- a medical certificate of natural death issued by the doctor who confirmed the death,
- a complete copy of the birth certificate,
- a photocopy of the family record book,
- a complete copy of the birth certificate of the beneficiary or beneficiaries,
- the latest tax notice.



In case of accidental death or permanent disability following an accident:

Your claim must be filed with us within 5 working days, except for unforeseen circumstances or force majeure; if this deadline is not kept to and we consequently suffer a loss, you will lose all right to compensation.

Your claim must be accompanied by the following elements at least:

- the initial medical certificate recording the injuries;
- any statements from witnesses to the accident;
- the report or statement establishing the precise circumstances of the accident.

During your treatment, you must submit to the checks of our Medical Advisor so that she/he can assess the consequences of the accident. You hereby agree to undergo the medical examinations that she/he decides to perform and to provide us with all the elements necessary for the investigation of your case.

If you wish, you may be supported by a doctor of your choice.

If there is disagreement concerning either the cause of death or injury, or the compensable consequences of the accident, we will submit the dispute to two experts, one chosen by you or your heirs and assigns, the other by us, subject to our respective rights. If there is still disagreement, a third expert will be appointed, either by mutual agreement, or by the President of the District Court [*Tribunal de Grande Instance*] of your usual place of residence ruling in summary proceedings [*Référé*].

Each of us will cover the costs and fees of its own expert. The fees of the expert third party will be covered equally by both parties.

4/ Assistance benefits

If you are ill, injured or die during a covered trip, we will intervene under the following conditions:

Repatriation or medical transport

If you are ill or injured during a covered trip, we will organise and pay for your repatriation to your home or to a hospital near your place of residence.

Only medical necessity is taken into consideration when deciding on the date of repatriation, the choice of means of transport or the place of hospitalisation.

The decision to repatriate is taken by our medical advisor, after consulting the occasional attending physician and, perhaps, the family physician.

During your repatriation, and on the advice of our consulting physician, we organise and pay for the transport of a person to accompany you.

Any refusal of the solution proposed by our medical team will result in cancellation of the personal assistance guarantee.

Visit from a relative

If you are hospitalised on site by decision of our medical team, prior to your medical repatriation, for a period of more than 6 days, we organise and pay for the round-trip transport by 1st class train or economy class airplane of a member of your family residing in the same country as you, as well as his or her accommodation costs (room, breakfast) to come to your bedside.

Our coverage for his accommodation is up to the amount indicated in the Table of Benefits.

In any case, expenses for dining or other expenses remain the responsibility of this person.

This guarantee cannot be combined with the "Repatriation of Accompanying Persons" benefit.



Extension of stay

If you are hospitalized during a covered trip, and our doctors deem this hospitalization to be necessary beyond your original return date, we will cover your return ticket and the return ticket and accommodation costs (room and breakfast) for your beneficiary family members or an accompanying insured person to stay with you, up to the amount and for the maximum period indicated in the Table of Benefits.

If your medically certified state of health does not justify your hospitalization but prevents you from undertaking your return on the date initially planned (in particular in the event of a quarantine), we will cover your additional hotel stay costs as well as those of your beneficiary family members or of an accompanying insured person, up to the amount and for the maximum period indicated in the Table of Benefits. As soon as the conditions allow it, we organize and cover your additional transport costs, and eventually those of your insured family members or of an accompanying insured person who stayed with you, if the original transport tickets for your return and theirs cannot be used because of this event.

**Only medical requirements are taken into consideration when granting this benefit.
In all cases, the cost of meals or other expenses remains the responsibility of that person.**

This benefit cannot be combined with the "Visit from a relative" benefit.

Evacuation in the event of unstable political situation (acts of terrorism)

In the event of an act of terrorism or major political unrest occurring within a radius of 100 km of the Member's place of residence, endangering the safety of people, and with an official recommendation from the French government inviting foreign nationals to evacuate the country, Mutuaide Assistance organizes and pays for the evacuation of the beneficiary to a neighbouring country or to his or her usual country of residence. The evacuation request must be made within 72 hours of the act of terrorism or major political unrest. If you are in Thailand, contact Euro-Center.

The intervention of Mutuaide Assistance or Euro-Center is subject to local constraints and availability. Mutuaide Assistance or Euro-Center cannot be held responsible if no evacuation solution is found due to the local situation caused by the act of terrorism or the major political unrest.

Repatriation of remains

If you die during a covered trip, we will organise the repatriation of your remains to the place of the funeral in your country of residence.

Within this framework, we cover:

- ✓ The cost of transporting the remains,
- ✓ Costs related to conservation care imposed by applicable legislation,
- ✓ Costs directly required for transport of the remains (handling, specific transport arrangements, preparation) up to the amount indicated in the Table of Benefits.

All other costs are to be borne by the family of the deceased.

Early return

If you have to interrupt your trip prematurely in the cases listed below, we will pay for your additional transportation costs and those of your beneficiary family members or a person insured under this contract accompanying you, if the tickets for your return and theirs cannot be used because of this event, on the basis of a 1st class train ticket or an economy class air ticket.

We intervene in case of death, occurred in your country of residence, of a member of your immediate family, of a person responsible for the care of your minor and/or disabled child who remained at home, of your professional substitute, in order to allow you to attend the funeral.



Search costs

We will pay, up to the amount shown in the Table of Benefit Amounts, the cost of searching at sea or in the mountains following an event that puts your life at risk. Only fees charged by a duly authorised company for these activities may 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, and subject to a certificate of loss or theft being issued by the local authorities, we will send you an advance of funds up to the amount indicated in the Schedule of Cover so that you can cover your basic expenses, subject to the following conditions:

- ✓ either the payment by a third party by debit to a bank card of the corresponding amount,
- ✓ or the payment by your bank of the corresponding amount.

You will sign a receipt when the money is remitted.

Sending of medicines abroad

We will pay the cost of sending medicines that are essential for the continuation of ongoing medical treatment prescribed by a doctor if, due to an unforeseeable event, you are unable to obtain these medicines locally or to obtain their equivalent. The cost of these medications is always your responsibility.

Message transmission

We take care of transmitting messages to you when you cannot be reached directly, for example, in the event of hospitalization.

Similarly, when contacted by a member of your family, we can communicate a message that you have left for this person.

Legal assistance abroad

a - Payment of fees

We will pay, up to the amount shown in the Table of Benefit Amounts, the fees of the legal representatives upon whom you call if you are prosecuted for involuntary violation of the law of the foreign country in which you are located.

b - Advance of bail

If, in the event of unintentional violation of the law of the country in which you are located, you are required by the authorities to pay bail, we will advance it up to the amount indicated in the table of guarantee amounts.

This advance must be reimbursed within one month following issuance of the request for reimbursement that we send you.

If the amount paid for bail is refunded before this period by the authorities of the country, it must be returned to us immediately.

What limits apply in the event of force majeure?

We cannot be held responsible for failure to provide Assistance services resulting from force majeure or from the following events:

Civil or foreign wars, known political instability, popular movements, riots, attacks, acts of terrorism (unless otherwise stated in the benefit), reprisals, restrictions on the free movement of persons and goods, strikes, explosions, natural disasters, disintegration of an atomic nucleus, or delays in the execution of services resulting from the same causes.

What are the exclusions from the Assistance Benefits?

We cannot intervene if the request for assistance is consecutive to:

- 1. pollution, natural disasters**
- 2. trips taken for the purpose of diagnosis and/or treatment**
- 3. conditions of pregnancy, except for unforeseeable complications, and in any case from the 32nd week of pregnancy**



4. **the consequences of voluntary non-compliance with the regulations of the countries visited, or of the practice of activities prohibited by the local authorities.**

What are your obligations in the event of a claim?

For any request for assistance, you must contact, 24/7:

- **Mutuaide, medical@mutuaide.fr / 00 33 (0)1 45 16 43 35**
- **Or for Thailand: Euro-Center, acs-travel@euro-center.com / +66 (0) 2569 0117,**

in order to obtain our prior approval before taking any initiative or incurring any expense.

Once we have organised your transport or repatriation, you must return the original tickets to us, which become the property of Mutuaide or Euro-Center.

5/ Civil Liability benefits

What do we cover?

We cover the monetary consequences of civil liability that you may incur in the course of your private life, including during internships for, firstly: personal injury and/or material damage and, secondly: intangible damages consequential to them, accidentally caused to anyone other than a member of your family, by your doing or that of items or animals in your custody, up to the amount and excess set out in schedule of benefits.

The cover also applies to the objects entrusted during a period of internship up to the amount indicated in the schedule of benefits.

What do we exclude?

In addition to the exclusions under "Excluded risks for all benefits", our cover does not apply to:

1. **damage intentionally caused or provoked by you;**
2. **damage resulting from the use of land motor vehicles, sailing and motor boats, and air navigation appliances;**
3. **damage resulting from any professional activity;**
4. **objects entrusted to the Member (except in case of internships);**
5. **the consequences of any material damage and/or personal injury affecting you personally;**
6. **intangible consequential damage except where it is the direct result of accidental damage to property and/or personal injury that is covered;**
7. **damage resulting from the practice of air sports or from hunting;**
8. **damage you caused due to a fire, explosion or flooding;**
9. **damage caused by buildings or parts of buildings owned, rented or occupied by the Member;**
10. **traineeships/ internships in the medical and paramedical field, (except for internships exclusively on an observation basis).**

What are the limits of our cover?

Settlement - Acknowledgement of Liability

You must not accept any acknowledgment of liability or any transaction without our prior written consent.

However, just acknowledging the materiality of certain facts is not considered an acknowledgment of responsibility, nor is providing urgent assistance to a victim in the case of an act of assistance that every person has the moral duty to perform.

You must notify us within 5 working days, except for unforeseen circumstances or force majeure, of any event likely to incur your civil liability; if this deadline is not kept to and we consequently suffer a loss, your cover will lapse.

Proceedings

If there is any legal action against you, we will provide your defence and direct the trial for the facts and damages falling under the covers of this policy. However, you may join our action, provided you can establish a separate interest



not covered by this policy. The same applies regarding civil action before a criminal jurisdiction if the victim has / have not obtained satisfaction and have not intervened in the criminal proceedings.

Providing your defence as a protective measure cannot be interpreted in itself as an acknowledgment of cover and does not imply that we accept to pay for the harmful consequences of events not expressly covered under this policy.

Even if you fail to fulfil your obligations after an insured event, we are obliged to compensate the persons you are liable to. In this case, however, we have the right to launch an action against you for reimbursement of all the sums we have paid or set aside for you.

As regards legal remedies:

- in the commercial or administrative courts, we have the full freedom to exercise these, under the covers of this policy;
- before criminal courts, the remedies can only be exercised with your agreement;
- if the dispute pending before a criminal court no longer concerns only civil interests, the refusal to give your consent for the exercise of the envisaged legal remedy entails the right for us to claim compensation from you equal to the loss that we will have incurred as a result.

Costs of proceedings

We will pay court costs, discharge fees and other settlement costs.

However, if you are convicted for an amount greater than that of the cover, each of us will bear these costs in proportion to its respective share in said conviction.

What are your obligations if an insured event occurs?

For any request, you must contact us : ACS, Claims Department, 153 rue de l'Université, 75007, Paris, France / servicesinistres@acs-ami.com

6/ Luggage benefits

Luggage

We will cover, up to the amount shown in the Table of Benefits, your baggage, objects and personal effects, taken with you or purchased during your trip, away from your principal or secondary residence in the event of:

- ✓ robbery,
- ✓ total or partial destruction,
- ✓ loss during transport by a transport company.

Costs of reissuance of official documents

We will also reimburse you for the cost of reissuing passports, identity cards, driver's licences, stolen during your trip, up to the amount indicated in the Table of Benefits, and on condition that you have filed a complaint immediately with the nearest police authorities and have made a declaration against receipt to the nearest Embassy or Consulate.

Late delivery of your luggage

If your personal baggage is not returned to you at the airport of destination (outbound) and if it is returned to you more than 24 hours late, we will reimburse you for the cost of essential items up to the amount shown in the Table of Benefits, upon presentation of supporting documents.

However, you cannot combine this indemnity with the other benefits of the BAGGAGE coverage.

What are the limits of our guarantee?

The objects listed above are only guaranteed against theft that is proven and duly declared as such to a competent authority (police, gendarmerie, transport company, purser, etc.).

- Jewellery theft is ONLY covered when it was placed in a safe or when it is worn by you.
- The theft of any sound and/or image reproduction device and its accessories is guaranteed ONLY when they were placed in a safe or when they were carried by you.



If you use a private car, the risk of theft is covered provided that your luggage and personal effects were contained in the locked trunk of the vehicle and out of sight. Only breaking and entering is covered.

If the vehicle is parked on the public thoroughfare, the guarantee is only granted between 7 a.m. and 10 p.m.

WHAT WE EXCLUDE

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

- 1. Theft of luggage, effects and personal objects left unattended in a public place or stored in a room made available to several people,**
- 2. Theft of any sound and/or image reproduction device and its accessories when they have not been placed in a lockbox, while they are not being carried, which implies that these devices are not covered when they are entrusted to any transport company whatsoever (air, sea, rail, road, etc...),**
- 3. Forgotten, lost (except by a transport company) or exchanged items,**
- 4. Theft without breaking and entering, duly observed and put in writing by an authority (police gendarmerie, transport company, purser, etc...),**
- 5. Accidental damage due to leaking liquids, fats, dyes or corrosives contained in your baggage,**
- 6. Confiscation of goods by the Authorities (customs, police),**
- 7. Damage caused by moths and/or rodents as well as by cigarette burns or a non-incandescent heat source,**
- 8. Theft from any vehicle that does not have a trunk,**
- 9. Sports equipment (unless option selected at subscription),**
- 10. Collections, samples of sales reps,**
- 11. Stolen, lost, forgotten or damaged cash, documents, books, tickets and credit cards,**
- 12. Forgotten, lost or damaged official documents: passport, identity or residence card, vehicle registration document and driving licence,**
- 13. Theft of jewellery when it has not been placed in a safe when it is not being worn, which means that jewellery is not covered when it is entrusted to a transport company of any kind (air, sea, rail, road, etc.),**
- 14. The breaking of fragile objects such as porcelain, glass, ivory, pottery or marble,**
- 15. Indirect damages such as depreciation and loss of use,**
- 16. The following objects: any prosthesis, equipment of any kind, trailers, valuable securities, paintings, glasses, contact lenses, keys of any kind, documents recorded on tapes or films as well as professional equipment, mobile telephones, musical instruments, food products, lighters, pens, cigarettes, alcohol, art objects, cosmetics and photo film.**

WHAT AMOUNT DO WE COVER?

The amount shown in the Table of Benefits is the maximum reimbursement for all claims incurred during the guarantee period.

HOW IS YOUR COMPENSATION CALCULATED?

In the event of total or partial destruction, or in the event of loss during transport by a transport company, or in the event of theft, you will be compensated on the basis of proof and on the basis of the replacement value by equivalent objects of the same nature, after deduction of depreciation.

During the first year after the date of purchase, the amount reimbursed will be equal to the purchase value of the baggage or valuables. In the following year, the reimbursement amount will be calculated at 75% of the purchase price. In subsequent years the value will be reduced by a further 10%.

Under no circumstances shall the proportional capital rule provided for in Article L.121-5 of the French Insurance Code be applied.



Our reimbursement will be made after deduction of any reimbursement obtained from the transport company and the deductible.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

The claim form must reach ACS, Service Sinistres, 153 rue de l'Université, 75007, Paris, France / servicesinistres@acs-ami.com within five working days, except in case of unforeseen circumstances or force majeure; if this deadline is not respected and we suffer a loss as a result, you will lose all rights to compensation.

The following elements must be included with the claim form:

- ✓ The receipt for filing of a complaint in the event of theft or a theft report lodged with a competent authority (police, gendarmerie, transport company, purser, ...) in case of theft during the stay or loss by a transport company;
- ✓ The report of loss or destruction filed with the carrier (maritime, air, rail, road) when the luggage or objects were lost, damaged or stolen during the period when they were in the legal custody of the transporter;
- ✓ A copy of the list of objects declared damaged or stolen, given to the transport company;
- ✓ The letter of reimbursement from the airline or transportation company stating the compensation paid to you;
- ✓ Original proof of purchase for damaged or stolen items;
- ✓ In the event of late delivery, the irregularity report drafted by the transporter, and the baggage delivery note indicating the date and time of delivery.

Failure to submit these documents will result in forfeiture of your rights to compensation.

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

You are required to prove, by all means in your power and by all documents in your possession, the existence and value of such property at the time of the loss, as well as the extent of the damage.

If you knowingly use inaccurate documents or fraudulent means or make inaccurate or reticent statements as justification, you will be deprived of any right to compensation, without prejudice to any legal action that we may then be entitled to take against you.

WHAT HAPPENS IF YOU RETRIEVE ALL OR PART OF THE LUGGAGE, OBJECTS OR PERSONAL EFFECTS?

You must notify ACS, Service Sinistres, 153 rue de l'Université, 75007, Paris, France / servicesinistres@acs-ami.com, immediately by registered letter, as soon as you are informed:

- if we have not yet paid you the compensation, you must take possession of said baggage, objects or personal effects; we are then only liable for payment for any damage or missing items.
- if we have already compensated you, you can opt within 15 days:
 - ✓ to either abandon said luggage, objects or personal effects to our benefit,
 - ✓ or to have said luggage, objects or personal effects returned in exchange for reimbursement of the compensation you have received, less, where applicable, the portion of this compensation corresponding to the damage or missing items.

If you have not chosen within 15 days, we consider that you have chosen to abandon the items.



7/ Transport delay benefits

Transport delay

If you are more than 4 hours late compared to the time stated in your sales contract, we will reimburse you for the costs incurred upon presentation of supporting documents and / or invoices within the limits and amount of benefits indicated in the Table of Benefits.

The amounts are cumulative if the delay is incurred for the outbound trip, the inbound trip or for a trip during travel

CONDITIONS FOR BENEFITING FROM THE GUARANTEE

The guarantee is acquired provided that the covered trip has actually been taken.

This guarantee is valid for the outbound and/or inbound trips of:

- regular flights, trains, ships of companies whose schedules are published,
- outbound charter flights whose schedules are indicated on the outbound flight ticket,
- inbound charter flights: time of flight confirmation communicated by the travel agency.

In the event of a dispute, the "ABC WORLD AIRWAYS GUIDE" shall be considered as the document of reference for determining flight schedules and connections.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must:

- 1/ Notify ACS, Service Sinistres, 153 rue de l'Université, 75007, Paris, France / servicesinistres@acs-ami.com, as soon as you return and no later than 15 days after your return. If this time limit is not respected and we suffer damage as a result, you will lose all rights to compensation.
- 2/ Provide to ACS, Service Sinistres, 153 rue de l'Université, 75007, Paris, France / servicesinistres@acs-ami.com:
 - ✓ The tickets and their purchase invoice, boarding pass stub,
 - ✓ A certificate of delay drafted and stamped by the transport company or its representative. This certificate must include the estimated time of arrival at the destination, the actual time of arrival and must include your name if you are unable to provide the stub of your boarding pass or proof of your presence on board,
 - ✓ Any other supporting documentation that may be required from you.

IMPORTANT:

Failure by you to comply with the obligations listed above will make it impossible to establish the reality of the transport delay and you will, therefore, not be entitled to compensation. In addition, a person who knowingly makes a false statement or uses fraudulent means or inaccurate documents will forfeit any right to compensation.

WHAT WE EXCLUDE

In addition to the exclusions common to all guarantees, delays are also excluded when they are subsequent to:

- 1. Weather conditions,**
- 2. Civil war or foreign war in the country of departure, transfer or arrival of the guaranteed flight,**
- 3. Refusal of boarding on the route initially planned by the authorised body,**
- 4. Your refusal to take the guaranteed transport,**
- 5. Flights that you have not previously confirmed;**
- 6. Missing of trip for which your reservation was confirmed for any reason,**
- 7. Refusal of your admittance on board as a result of or failure to comply with the time limit for check-in, or for baggage and/or presentation for boarding,**



8. **A decision of the airport authorities, civil aviation authorities, or other authorities that announced the change in departure times more than 24 hours before the outbound or inbound travel date shown on your ticket,**
9. **Epidemics / pandemics.**

It is up to us to prove that the delay in transport results from one of the facts listed above, except for foreign war where, in application of the provisions of the French Insurance Code, it is up to you to prove that the delay in transport results from an act other than an act of foreign war.

8/ Option – Cancellation fees

Cancellation for medical reasons

Cover is provided for the reasons and circumstances listed below to the exclusion of all others, up to the limit indicated in the Table of Benefits:

- Serious Illness, Serious bodily injury or death, diagnosed after the subscription of your trip. Are also covered the complications or worsening related to an illness or accident that occurred before the subscription of your trip, and involving:

- you, your spouse or common-law partner, your ascendants or descendants (any degree), your guardian or any person who usually lives 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 substitute designated at the time of subscription,
- the person, designated at the time of subscribing this contract, responsible, during your trip, for looking after your children of minor age or a disabled person living under your roof or for accompanying them on holiday, provided that there is hospitalisation for more than 48 hours or death.

- Pregnancy complications until the 28th week.

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

It is up to you to establish the reality of the situation giving entitlement to benefits, and we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the materiality of the facts.

Cancellation for all causes

Cover is provided to you for the reasons and circumstances listed below, to the exclusion of all others, up to the limit indicated in the Table of Benefits:

- Serious property damage imperatively requiring your presence on the day of your planned departure in order to take the necessary precautionary measures, following a fire, water damage or natural elements and affecting more than 50% of your private or professional premises.

- Theft at private or professional premises, imperatively requiring your presence on the day of departure, provided it occurred within 48 hours before trip departure.

- Your notice-to-appear for an organ transplant, on a date during the planned trip, and provided that the notice-to-appear was not known at the time you subscribed the contract.

- A contraindication for vaccination, the consequences of vaccination, or a medical impossibility to follow a preventive treatment necessary for the destination chosen for your trip.

- Serious damage to your vehicle occurring in the 48 hours prior to departure, and to the extent that it can no longer be used to get to your place of stay / departure point.



- **An accident or a breakdown of your means of transport** occurring during your pre-routing, 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 2 hours before the boarding deadline.
- **Your dismissal for economic reasons** or that of your legal or de facto spouse, provided that the procedure had not been initiated on the day of subscription of this Contract and/or that you were not aware of the date of the event at the time of subscription of the Contract.
- **Obtaining a salaried job 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 company.
- **Your imperative and unforeseeable summons** by an administration, that **cannot be postponed**, for a date during the planned trip, and provided that the summons was not known at the time the Contract was subscribed.
- **Your notice-to-appear**, on a date falling within the duration of your trip, to take a **university make-up exam**, provided that failure to pass the exam was not known at the time that this Policy was purchased.
- **Refusal of a tourist visa** by the authorities of the country chosen for your trip, provided that you have not submitted an application that was refused by these authorities during a previous trip, that your efforts have enabled them to take a position prior to your trip, and provided that you comply with the restrictions required by the administrative authorities of this country.
- **Your professional transfer**, for non-disciplinary reasons, imposed by your employer, obliging you to move during the period of your insured stay or in the 8 days prior to your departure and provided that the transfer was not known at the time the Contract was subscribed. This guarantee is granted to salaried employees, **excluding self-employed professionals, executives, legal representatives of companies, independent workers, craftspeople and temporary show business workers.**
- **Cancellation or modification of the date of your paid leave by your employer.** This guarantee is granted to salaried employees, **excluding self-employed professionals, executives, legal representatives of companies, independent workers, craftspeople and temporary show business workers.** These periods of absence, corresponding to a vested right, must have been the subject of prior written approval by the employer before the Contract was signed.
- **Your summons for a child adoption** during the period of your insured stay, and provided that the summons was not known at the time you subscribed the Contract.
- **Cancellation for the separation of a married couple, common-law couple or couple having established a civil solidarity pact;** this guarantee is only granted upon presentation of legal and administrative documents proving the real nature of the separation or cohabitation in the case of cohabitation (divorce proceedings, termination of the PACS contract, all documents attesting the couple's cohabitation, Electricity, Gas, and TELECOM invoices, joint bank accounts, joint declaration, etc.).
- **Theft, within 48 hours before your departure, of your identity documents** (passport, identification card) **essential for crossing the border(s) planned** for your trip, provided that a theft report has been filed, as soon as you are aware of the theft, with the nearest police authorities.
- **Cancellation for a guaranteed reason** by one or more persons registered at the same time as you (Maximum 09) and insured under this policy. If you wish to make the trip on your own, the additional costs are taken into account, but our refund will not exceed the amount due in the event of cancellation on the date of the event.
- **The name change fee** charged by the provider, if for a covered event, you prefer to be replaced by another person rather than cancel your stay. Our refund will not exceed the amount due in case of cancellation on the date of the name change.
- **A riot, attack or act of terrorism occurs abroad**, in the city or cities of your trip destination(s). The guarantee is payable in the event of a riot, attack or act of terrorism, when at least 2 of the following 3 conditions are met:
 - The event resulted in property damage and bodily injury in the city or cities of destination of your trip,
 - The French Ministry of Foreign Affairs strongly advises against travelling to the city or cities of destination of your trip,



- The date of your departure is scheduled less than 30 days after the event and no similar event has occurred in the country concerned in the 30 days prior to subscription of the contract, as such event must occur after the subscription of the contract.

In any case of trip cancellation, the indemnity will be paid to you less a specific deductible as indicated in the Table of Benefits. This deductible also applies to persons registered at the same time as you and insured under this Policy.

Cancellation for all risks except

Cover is also acquired, within the limit indicated in the Table of Benefits, for any **other random event, regardless of the nature, constituting an immediate, real and serious obstacle** preventing your departure and/or exercise of the activities planned during your stay. A random event is defined as any sudden, unforeseeable circumstance beyond the control of the insured that justifies cancellation of the trip. The random event must have a direct causal link to the impossibility of departure.

The amount of the guarantee

The indemnity paid in application of this Contract may under no circumstances exceed the price of the trip declared at the time of subscription of this Contract and within the limits stated in the Table of Benefits.

We will reimburse the amount of the cancellation fees charged according to the cancellation scale listed in the travel agency's general terms and conditions.

Administrative fees of less than 50 euros, tips, visa fees and the premium paid in consideration of the subscription of this contract are not refundable

In which time frame do you have to report the claim?

Two steps

1/ As soon as the illness first manifests itself 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 the cancellation costs from the date of the contraindication noted by a competent authority, in accordance with the cancellation scale in the travel agency's special conditions of sale.

2/ Furthermore, you must declare the claim to ACS, Service Sinistres, 153 rue de l'Université, 75007, Paris, France / servicesinistres@acs-ami.com, within five working days of the event giving rise to the cover.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your written claim must be accompanied by:

- in the event of sickness or accident, a medical certificate and/or an administrative hospitalisation form specifying the origin, nature, seriousness and foreseeable consequences of the illness or accident,
- in the event of death, a certificate and a record of civil status,
- in any other case, any documentation which justifies the reason for your cancellation.

You must provide ACS, Services Sinistres, 153 rue de l'Université, 75007, Paris, France / servicesinistres@acs-ami.com with the documents and medical information required to examine your file.

If you do not have these documents or information, you must have them sent to you by your attending physician and send them in the pre-printed envelope referred to above, to ACS, Service Sinistres, 153 rue de l'Université, 75007, Paris, France / servicesinistres@acs-ami.com.

You will also be required to provide any information or documents that you may be asked to provide in order to justify the reason for your cancellation, including:



- all photocopies of prescriptions for medicines, analyses or examinations and all documents justifying their issue or execution and, in particular, claim forms containing, for the medications prescribed, copies of the corresponding stickers.
- statements from Social Security or any other similar body relating to the reimbursement of treatment costs and the payment of daily allowances,
- the original of the invoice with the amount that you are required to pay to the travel agency or that the travel agency retains,
- your insurance policy number,
- the registration form issued by the travel agency,
- in the event of an accident, you must specify the causes and circumstances of the accident and provide us with the names and addresses of those responsible, as well as witnesses, if any,
- and any other necessary documents.

Furthermore, it is expressly agreed in advance that you accept in advance the principle of an assessment by our medical advisor. Therefore, if you object without legitimate reason, you will lose your right to cover.

WHAT WE EXCLUDE

The Cancellation guarantee does not cover the impossibility of departure due to the material organisation of accommodation or the security conditions at the destination.

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

- 1. an event, illness or accident that has been the subject of an initial observation, relapse, aggravation or hospitalisation between the date of purchase of the stay and the date of subscription of the insurance contract,**
- 2. any circumstance that is merely an inconvenience,**
- 3. pregnancy including its complications beyond the 28th week and in all cases, voluntary interruption of pregnancy, childbirth, in vitro fertilization and their consequences,**
- 4. forgotten vaccination,**
- 5. the closure of borders for whatever reason,**
- 6. cancellation related to general travel restrictions imposed by a state due to a health event such as a lockdown or mandatory quarantine,**
- 7. the carrier's default of any kind, including financial default, rendering the performance of its contractual obligations impossible,**
- 8. the lack or excess of snow cover,**
- 9. any medical event whose diagnosis, symptoms or cause are of a mental, psychological or psychiatric nature, and which has not resulted in hospitalisation for more than 3 consecutive days following subscription of this Contract,**
- 10. pollution, the local health situation, natural disasters subject to the procedure referred to in Law No. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,**
- 11. the consequences of criminal proceedings against you,**
- 12. any event occurring between the date of purchase of the trip and the date of purchase of the insurance contract,**
- 13. the absence of randomness,**
- 14. intentional and/or wrongful acts under the Law, the consequences of alcoholism and the use of drugs, any narcotic substance mentioned in the Public Health Code, medications and treatments not prescribed by a physician,**
- 15. the mere fact that the French Ministry of Foreign Affairs advises against the geographical destination of the trip,**
- 16. a negligent act on your part,**
- 17. any event for which the travel agency could be held responsible in application of the Tourism Code in effect,**
- 18. failure, for any reason whatsoever, to present documents essential for the stay, such as passport, identification card, visa, travel documents, vaccination record, except in the case of theft, within 48 hours prior to departure, of the passport or identification card.**



9/ Excluded risks for all benefits

Expenses incurred are not covered by the Insurer if they are the result of:

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 accident that is the result of an intentional or reckless act of the insured, voluntary mutilation or attempted suicide,
3. a criminal procedure to which the Subscriber is subject,
4. accidents or illnesses occurring or contracted during participation or training in official matches or competitions organised by a sports federation, as well as professional sports activities and the consequences of practising the following sports or activities (except if the Risk Sports option is selected at the time of subscription): bobsleigh, skeleton, mountaineering, competitive luge, aerial sports with the exception of parasailing, sea scooters, combat sports, off-piste sliding sports, scuba diving with tanks,
5. the Member's participation in duels, bets, crimes and offenses, brawls (except self-defence), strikes;
6. consequences of the use of medicines, drugs or narcotics not medically prescribed;
7. consequences of an alcoholic state or overt drunkenness;
8. accidents or illnesses due to the disintegration of an atomic nucleus, any radiation from ionising radiation as well as claims due to the effects of radiation caused by the artificial acceleration of particles
9. consequences of acts of terrorism or sabotage, foreign war, civil war, riots or popular movements, under the conditions provided for in Article L 121.8 of the Insurance Code,
10. insured activities where the insurer is prohibited from providing an insurance contract or service as a result of sanctions, restrictions or prohibitions provided for by conventions, laws or regulations, including those decided by the Security Council of the United Nations, the Council of the European Union, or by any other applicable national law,
11. insured activities when they are subject to any sanction, restriction, total or partial embargo or prohibition provided for by conventions, laws or regulations, including those decided by the Security Council of the United Nations, the Council of the European Union, or by any other applicable national law. It is understood that this provision applies only where the insurance contract, the insured goods and/or activities fall within the scope of the decision on restrictive sanctions, total or partial embargo or prohibition,
12. the absence of randomness.

10/ Basis of the insurance contract

This policy is governed by the French Mutual Insurance Companies Code for the Medical Expenses, Assistance and Death Covers, and by the French Insurance Code for, luggage Loss, transport delay, cancellation fees, accidental death & disability and liability. The law applicable to the contract is French law, both for the benefits insured by MGEN and for the benefits insured by MGEN Portugal under the Freedom to Provide Services regime in France.

The definition of the covers, the pricing and their rules of application take into account the legal and regulatory provisions in force on the effective date of the insurance contract.

THE 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.221-11 of the French Mutual Insurance Companies code and Articles L 114-1 to L 114-3 of the French Insurance Code**, 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 and L.221-12 of the French Mutual Insurance Companies 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.

SUBROGATION

The Insurer is subrogated to the rights and actions of the Member against the third parties responsible for the insured event up to the amount of compensation paid by it. If subrogation can no longer operate in favour of the Insurer because of the Member, the Insurer will be freed from its obligations to the Member insofar as subrogation could have operated.

PLURALITY OF INSURANCE

When several insurances are contracted without fraud for a single risk, each one of them produces its effects within the limits of each policy cover. In this case, the Member must alert all the insurers.

Within these limits, the Member may contact the Insurer of her/his choice. If they are contracted deceitfully or fraudulently, the penalties provided for by the French Insurance Code and the French Mutual Insurance Companies code (nullity of the policy, and damages) will apply.

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.

COMPETENT COURTS/APPLICABLE LAW

Pre-contractual and contractual relations are governed by French law and mainly the French Insurance Code the French Mutual Insurance Companies code.

Any legal action relating to this policy will be under the sole jurisdiction of the French courts.

However, if you are domiciled in the Principality of Monaco, the Monegasque courts will be competent in case of dispute between you and us.

OPTION OF CANCELLATION

If you are already insured for the same risk:

You are asked to verify that you do not already benefit from cover for one of the risks covered by the new policy. If such is the case, you have the right to cancel this policy within 14 calendar days from when it was signed, with no costs or penalties, provided all the following conditions are met:

- You took out this policy 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 the new contract;
- The contract you want to cancel has not been fully performed, and;
- You have not filed any claim for damage covered by this contract.

In this case, you may exercise your right to cancel this policy by sending a letter or any other durable medium to ACS, 153, rue de l'Université, 75007, Paris, FRANCE, joining a document substantiating the fact that you already benefit from cover for one of the risks covered by the new policy. We are obliged to reimburse the premium paid to you within 30 days of your cancellation.

"I the undersigned M..... residing at hereby renounce my contract No. taken out with I hereby attest that I have no knowledge at the date of sending this letter, of any damage covered by the contract."

HOW IS YOUR COMPENSATION CALCULATED FOR THE ASSISTANCE, CIVIL LIABILITY AND BAGGAGE COVERS?

If the compensation cannot be determined by mutual agreement, it is assessed by means of an amicable appraisal, subject to our respective rights. Each of us chooses its expert. If these experts cannot agree, they call on a third and all three operate jointly by a majority of votes.

Should one of us fail to appoint its expert, or the two experts fail to agree on the choice of the third, the President of the District Court (*Tribunal de Grande Instance*) shall make the appointment in summary proceedings. Each of the co-contracting parties shall pay the costs and fees of its expert and, if applicable, half of those of the third.

When will you receive your compensation?

Payment occurs within 15 days of the agreement between us, or from the notification of the enforceable legal ruling.

11/ Data Protection

According to the Data Protection Act of January 6th, 1978, the personal data collection is necessary for the According to the Data Protection Act of January 6th 1978, as amended, and in the context of the management of the insurance contract, the personal data of the Insured may be transferred to the Insurer, its administrators, its service providers, its subcontractors or reinsurers. Insured persons are informed that treatments concerning them, as well as those of their potential beneficiaries, are implemented as part of the conclusion, management and execution of this contract as well as for its commercial management. They may also be used in the context of control, prospecting, anti-fraud and money laundering and terrorist financing operations, the search for beneficiaries of unregulated death contracts, the execution of legal and regulatory provisions.

The data collected is necessary for the implementation of these treatments and is intended for the relevant services of the Insurer and its Managing Delegate and, where appropriate, its subcontractors, service providers or partners. The Insurer is required to ensure that this data is accurate, complete and, if necessary, updated. The data collected will be kept for the duration of the contractual relationship increased legal requirements or in respect of the terms provided by the Commission Nationale Informatique et Libertés (CNIL).

This personal data may be transferred to service providers or subcontractors established in countries outside the European Union. These transfers concern only countries recognized by the European Commission as having an adequate level of protection of personal data, or recipients with appropriate guarantees.

The Insured members and/or their beneficiaries have the right of access, rectification or deletion, limitation of the processing of their data, or request the portability or opposition of the data transmitted, and have the right to provide guidelines regarding the processing of their personal data after their death.



Any request for the exercise of their rights may be addressed to the Data Protection Officer of the VYV Group: Tour Montparnasse – 33, avenue du Maine – BP 245 – 75755 Paris Cedex 15 or dpo@groupe-vyv.fr or by contacting :

ACS,
To the attention of the Data Protection Officer,
153, rue de l'Université,
75007 Paris,
France
Email : dpo@acs-ami.com

During the exercise of their right, the production of an ID may be requested. In case of persisting disagreement, they may appeal to the CNIL : www.cnil.fr or 3, place de Fontenoy – TSA 80715 – 75334 Paris cedex 7, France.

Data relating to the state of health of the insured persons, the treatment of which is necessary for the purposes of the performance of the obligations and the exercise of the rights proper to the insurer, or to the insured persons themselves, may be dealt with in the framework of the management and execution of the contract. These data are exclusively intended for the medical service of the Administrator. The exercise of rights is carried out by email, after production of an identity document, for the attention of the medical adviser: medical@vyv-ib.com.

12/ Mediation

WHAT IS THE PROCEDURE FOR EXAMINING COMPLAINTS?

In the event of difficulties in the application of your contract, ACS is able to investigate all your requests and complaints. You can address your complaints to our dedicated complaints department, whose contact details are given below:

ACS, Complaints Department,
153, rue de l'Université, 75007 PARIS, France
recla@acs-ami.com

ACS undertakes, from the date of sending your written complaint, to acknowledge receipt of your complaint within 10 days and to provide you with a response within a maximum of 2 months.

In any event, after this two-month period, and regardless of response you receive or in the absence of a response, you may:

- For the benefits insured by MGEN, appeal to the MGEN Mediator, whose contact details are as follows:

CNPM - MÉDIATION – CONSOMMATION
27 Avenue de la Libération 42400 SAINT-CHAMOND, FRANCE
www.cnpm-mediation-consommation.eu; or

- For the benefits insured by MGEN Portugal, appeal to the Insurance Mediator, whose contact details are as follows:

Le Médiateur de l'Assurance (LMA)
TSA 50110
75441 PARIS CEDEX 09 France
www.mediation-assurance.org

AUTHORITY IN CHARGE OF OVERSEEING INSURANCE COMPANIES

The supervisory authority for MGEN is the ***Autorité de Contrôle Prudentiel et de Résolution (ACPR)*** located at 4 place de Budapest CS 92459 75436 Paris Cedex 09, France.



- The supervisory authority for MGEN Portugal is the ***Autoridade de Supervisão de Seguros e Fundos de Pensões*** located at Av. da República 76, 1600-205 Lisbon, Portugal.

CONSUMERS' RIGHT TO OBJECT TO TELEPHONE MARKETING

If you do not want to be prospected by telephone, you can register at no charge on the "no sales call" list. However, telephone prospecting to introduce new offers to you is allowed for businesses with which you have at least one current contract.

These provisions are applicable to all consumers, i.e. any natural person who acts for purposes that do not fall within the scope of her/his commercial, industrial, artisanal or liberal activity.

except for students during a temporary return of less than 30 days during holidays, in case of emergency only, and up to the maximum amount indicated in the table of benefits



13/ Schedule of benefits

MEDICAL EXPENSES (1)

Maximum ceilings for 12 months of cover under one or more policies

Maximum medical expenses per person per year	€150,000 €300,000€ or €500,000€ as indicated on the certificate of insurance*
Surgery and hospitalisation	100% of actual costs*
Consultations, pharmacy, analyses, x-rays, paramedical procedures	100% of actual costs*
Emergency dental treatment	100% up to €300*
Dental treatment following an accident	100% up to €600*

*For students: You maintain the same coverage in your **country of residence** for emergency only when you return on holiday, up to a **maximum of 15 000 €**

ACCIDENTAL DEATH AND DISABILITY

Death lump sum benefit	€1,000
Accidental death lump sum benefit	€10,000
Permanent disability following and accident lump sum benefit	€50,000

ASSISTANCE BENEFITS

Medical transport	100% of actual costs
Repatriation for medical reasons	100% of actual costs
Accompaniment during the transport of the insured	Return ticket
Visit from a relative in case of hospitalisation longer than 6 days	Return ticket + €80 per night (max 8 nights)
Early return following the death of a member of the immediate family	In bound ticket – actual costs
Extension of stay for medical reasons	Inbound ticket + €80 per night (max 15 nights)
Evacuation in case of unstable political situation (acts of terrorism)	Inbound ticket
Sending of medicines abroad	100% of actual costs
Transmission of urgent messages	100% of actual costs
Search costs	100% up to €5,000
Cash advance in case of theft or loss	up to €700
Legal representative fees	up to €3,000
Advance of bail	up to €7,000
Repatriation of the body in case of death	Actual expenses (funeral expenses limited to €1,500)

CIVIL LIABILITY

Damage that has been caused to someone else during the trip (travel incl.) is guaranteed

- Personal injury	€4,500,000
- Damage to property and consequential losses therefrom	€450,000
- Objects entrusted during a period of internship	€11,500
- Deductible	€100 per case and per claim

LUGGAGE INSURANCE

In case of :	
- Theft	€2,000 per contract (deductible of €30)
- Total or partial destruction	
- Reissuance costs of official documents in case of theft	
- Loss during the transportation by a transport company	
Late delivery of more than 24 hours	Basic necessities with supporting documents up to €150 per contract

DELAY IN TRANSPORT

Charter flights and regular flights Delay exceeding 4 hours	Costs of meals, transfer and first night, up to €150 per person
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CANCELLATION (option)

Maximum €9,000 / person and €30,000€ per event

Deductible per person	€30
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(1) If the member benefits from social security or any other supplementary body, our reimbursements are made for amounts in excess of theirs.



14/ Medical claim Form

To declare your claim, please provide the following supporting documents: **paid original invoices**, copies of **prescriptions**, copies of **medical reports**, identification pages of your passport + arrival stamp OR, failing that, your plane ticket.

The documents must always mention the surname and first name of the patient, the date of the treatment, the contact details of the practitioner, the hospital establishment, the laboratory or the pharmacy. A simple payment receipt is not acceptable.

During the study of your request, we may ask you for any other necessary additional documents or proofs. Please group your reimbursement requests referring to the same pathology or accident.

Requests for which the total amount is **less than €500** must be declared online: <https://clems.acs-ami.com>.

Requests for a total amount **greater than €500** must be sent by post, along with the completed form below, to

ACS – Medical Service – for the attention of the Medical Advisor 153 Rue de l'Université 75007 Paris, France

(We recommend that you photocopy/scan all documents sent)

Please keep all the originals for 18 or 24 months (as indicated in the general conditions of your contract);
the insurer reserves the right to request them in the event of an inspection.

Certificate number: _____ Date of birth (DD/MM/YYYY): _____

Last name: _____ Name: _____

Complete address: _____

Telephone: _____ Personal E-mail: _____

The received treatment is related to:

Accident: Circumstances (date, place, details) _____

Illness/Diagnosis: Pathology and date: *(Example: throat infection on 9/12)* _____

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

Date of the first symptoms/signs (DD/MM/YYYY) : _____

Detail of the invoices related to medical expenses:

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

Comments: _____

I would like to receive my reimbursement:

- By wire transfer to a bank account in euros (please join IBAN and BIC codes).
- By wire transfer to a bank account in another currency (please join official document with complete bank details and SWIFT code) **(Note: International transfers subject to variable bank charges and accepted for a minimum refund of €50)**
- By wire transfer to a third party bank account: please join a copy of the account holder's passport and a written authorization from the insured to receive the refund on a third party bank account.



Annex : ACS Privacy notice

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 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"> • 5 years from the date of the termination of contract(if no claim) • 5 years from the date of the termination of the insurance coverage
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"> • if the benefit has been paid: 10 years from the last date of payment • 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 • 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
Permanent Partial Disability Due to Illness (PPDI)- Permanent Partial Disability Due to Accident Disability (PPDA)	<ul style="list-style-type: none"> • if the benefit has been paid: 10 years from the last date of payment • if not paid: 30 years

