

## ASSISTANCE / PUBLIC LIABILITY

### Globe Partner Association Summary of benefits

*As a member of the Globe Partner Association, you have selected the Assistance and/or the Public Liability cover (if the option has been selected) that the Association has taken out with AWP P&C, a joint stock company with a share capital of Euro 17,287,285, subject to the French insurance code, located 7, rue Dora Maar, 93400 Saint-Ouen, France, registration number 519 490 080 RCS Bobigny, which entrusts the implementation of the guarantees described below to AWP FRANCE SAS, Joint stock company with a share capital of Euro 7,584,076.86, registration number 490 381 753 RCS Bobigny, located 7 rue Dora Maar, 93400 Saint-Ouen, France, Insurance Brokerage Company - Registration ORIAS 07026669 - ([www.orias.fr](http://www.orias.fr)), under contract number 602 799, for the assistance and legal liability benefits.*

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

### Contents

1/ General.....	2
2/ Definitions.....	3
3/ Assistance cover .....	5
4/ Public liability (if the option has been selected) .....	7
5/ General exclusions for Assistance and Public liability cover .....	8
6/ Limitation.....	9
7/ Legal action.....	10
8/ Basis of the insurance agreement.....	10
9/ Option of cancellation.....	10
10/ Data Protection.....	12
11/ Mediation .....	13
12/ Tables of benefits .....	14
Annex : Privacy notice.....	15

#### ACS Assistance / Public Liability



**ACS – INSURANCE BROKERAGE COMPANY**

153 RUE DE L'UNIVERSITÉ 75007 PARIS - FRANCE  
TEL. +33 (0)1 40 47 91 00

✉ [contact@acs-ami.com](mailto:contact@acs-ami.com)

🌐 [www.acs-ami.com](http://www.acs-ami.com)

317 218 188 RCS Paris – S.A.S. (Simplified joint-stock company) with a share capital of € 150 000 - N° ORIAS 07 000 350 ([www.orias.fr](http://www.orias.fr))

In case of complaint, please write to ACS Complaint Service at our address.

ACS is controlled by the ACPR, 4 place de Budapest, CS 92459, 75436 Paris Cedex 09 France

## 1/ General

### Qualification – affiliation

Those who qualify are *Expatriates* who are members of the Globe Partner Association, regardless their nationality, who are under 66 years of age. Age is calculated by difference of years: year of affiliation minus year of birth.

*Children* of the eligible person, who live therewith in the same home and who are under 25 years of age, as well as the spouse or cohabitee may also benefit from this insurance.

Upon their affiliation, these persons must fill out and sign the Membership form.

The Insurer reserves the right to make its acceptance subject to the production of any supplementary information that it deems necessary. As a result of the medical examination, the Insurer reserves the right to deny cover, reduce the extent and/or amount thereof, or to increase the premium.

In that event, the eligible person's agreement is required prior to the start date of the cover.

Eligible persons and, if applicable, their beneficiaries, become Insured Member (hereinafter called "Member" or "You") once admitted to this insurance.

### Start date of cover

After being accepted by the Insurer, the Member receives a certificate of insurance.

Cover takes effect for each Member on the date of acceptance that appears on the certificate of insurance. However, under no circumstances may the cover start before the Member has paid the corresponding premium.

### Renunciation

The Insured may renounce to the insurance contract within a period of 14 complete calendar days from the moment he/she is informed that the contract is signed, by sending a registered letter with acknowledgment of receipt to ACS, 153 rue de l'Université 75007 Paris, France. ACS will then reimburse, in full, the amount paid, within 30 days of receipt of his letter. If the insured requests the implementation of the guarantees during the period of renunciation, the right of renunciation is no longer applicable.

### Sanctions in case of false declaration

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

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

### Duration of cover

The Member subscribes both for himself and on behalf of his spouse (or cohabitee) and minor *Children* who are accepted as beneficiaries, from the start date of his medical cover to December 31 of the current calendar year.

Membership of the Plan is tacitly renewed on January 1 of each year for a period of 12 months, unless the Member gives notice of its termination by registered letter sent to the Insurer on or before October 31 of the previous year.

Upon his acceptance for this insurance, subject to the sanctions specified by French law for false declarations, the Insured cannot be excluded for medical reasons or due to his/her age as long as s/he meets the requirements for insurability and as long as the Plan is effective.

In any event, the cover terminates:



**For each Member, on the following date and in the following event:**

- on the last day of the period of his/her affiliation as specified on his certificate of insurance,
- in the event that s/he fails to pay the appropriate premiums, in compliance with the corresponding provisions of the *Code des Assurances (Insurance code)*,
- at the end of the calendar quarter following the date on which he/she ceases to belong to the Globe Partner Association.
- on the 31st December of the year of his/her 70th birthday .

**For all Members, in the following event:**

- on the termination date of agreement number 602 799 concluded between the Globe Partner Association and AWP P&C.

**Termination or suspension of cover simultaneously entails termination of the right of Members to receive benefits as of the date of termination.**

## 2/ Definitions

**The terms and expressions used in this agreement in italics and starting with a capital letter have the following meanings:**

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

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

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

**Consequential loss:** Any financial loss that results from the loss of enjoyment of a right, the interruption of a service rendered by a person or by an item of personal property or immovable property, or the loss of a benefit, and that is the direct consequence of covered *Physical Injury* or *Material Loss*.

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

**Country of expatriation:** the country of expatriation is considered to be the one appearing on the affiliation form with the exception of the *Countries not covered*.

**Country of origin:** is considered as country of origin, the one stated on the passport of the beneficiaries and / or the country declared as country of origin on the application form.

**Deductible:** The part of the insurance benefit that the Insured pays.

**Domicile:** the main and usual place of residence in the Insured's country of origin, to the exception of *Countries not covered*.

**Epidemic:** contagious disease whose spread constitutes an epidemic according to the World Health Organization (WHO) or the competent health authority of the Member's country of residence.



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

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

**Insurer:** AWP P&C, a joint stock company with a share capital of Euro 17,287,285, subject to the French insurance code, located 7, rue Dora Maar, 93400 Saint-Ouen, France, registration number 519 490 080 RCS Bobigny, which entrusts the implementation of the guarantees described below to AWP FRANCE SAS, Joint stock company with a share capital of Euro 7,584,076.86, registration number 490 381 753 RCS Bobigny, located 7 rue Dora Maar, 93400 Saint-Ouen, France, Insurance Brokerage Company - Registration ORIAS 07026669 - ([www.orias.fr](http://www.orias.fr)), under contract number 602 799.

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

**Material loss:** Any damage, destruction, deterioration, loss or disappearance of a thing or substance and any physical attack on an animal.

**Members:** Persons duly insured under this contract. For the application of the legal provisions relating to prescription, reference should be made to "the Member" when the articles of the Insurance Code refer to "the Insured".

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

**Pandemic:** Epidemic declared as a pandemic by the World Health Organization (WHO) or the competent health authority of the Member's country of residence.

**Physical injury:** any physical injury sustained by an individual and the distress resulting therefrom.

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

**Quarantine:** the isolation, decided by a competent authority, of a person who has been exposed or is likely to have been exposed to a contagious disease, the spread of which is declared an Epidemic or Pandemic. Containment that applies more broadly to part or all of a population or geographical area is excluded from this definition.

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

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

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

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



## 3/ Assistance cover

### Coverage Zone

**Assistance benefits apply worldwide to the exception of Countries not covered.**

### Repatriation assistance

If the Insured is in one of the situations listed below, we provide the services described, requiring no more than a telephone request (reverse charges accepted from abroad) or a telex, fax or telegram request.

In all cases, the decision to provide assistance and the choice of the appropriate means shall lie exclusively with the Allianz Assistance doctor, after making contact with the treating doctor at the location and, where necessary, the family of the beneficiary.

Only the medical interests of the beneficiary and compliance with the applicable health regulations shall be considered for deciding on the transport, the choice of the means used for transport and any place of *Hospitalization*.

**In no cases will Allianz Assistance become a substitute for local emergency services.**

### Repatriation or medical transport

If the Insured is ill (including following an *Epidemic or Pandemic*) or injured following a covered event and the Insured's state of health requires a transfer, we organize and pay for repatriation to:

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

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

Depending on the seriousness of the case, repatriation or transport is carried out under medical supervision, if necessary, by the most appropriate of the following means:

- special medical aircraft
- regular scheduled airline, train, sleeper train, ship, ambulance.

### Accompaniment in case of repatriation or medical transport

Following the repatriation or the medical transport of the Insured, we organize and pay for the additional costs of transporting members of the Insured's family who are covered or a person insured under this agreement accompanying the Insured if the tickets provided for their return to their country of origin cannot be used because of the repatriation.

### Transport of the body in the event of death (including when the death is related to an *Epidemic or Pandemic*)

We organize and pay for transport of the Insured's body from the place where the body has been placed in a coffin to the international airport closest to the home of the Insured.

We also pay the ancillary expenses necessary for transportation, including the cost of the coffin, making transport possible, up to the amount indicated in the table of sums insured.

Costs of the ceremony, accessories, burial or cremation remain the responsibility of the families.

We organize and pay for the additional costs of transporting members of the Insured's family who are covered or a person insured under this agreement accompanying the Insured if the tickets provided for their return to their country of origin cannot be used because of the repatriation.

### Return of the Insured after "consolidation" (when healing is complete) or after *Quarantine*

Following the repatriation of the Insured to his/her *Domicile* in his/her *Country of origin* organized by Allianz Assistance, if a medical authority determines that the state of health of the Insured has consolidated and that it allows the Insured to return to his/her country of expatriation, we pay for the Insured's transport to the international airport closest to his/her place of expatriation. We also pay for the transport of members of the Insured's family who are covered or of a person who is insured under this agreement and accompanying the Insured.



### Early return

If the Member has to interrupt his/her expatriation in the case provided for below, we will pay, within the limits shown in the table in paragraph 12 - **"Assistance and Public Liability" cover, if options have been selected**, for his/her additional transport costs and those of the members of his/her family\* insured or of a person insured under this contract accompanying him/her, if the transport tickets provided for his/her *Country of origin* and theirs cannot be used as a result of this event.

We intervene in the event of serious illness, serious *Accident* resulting in *Hospitalisation* for more than 10 days or death of a member of the insured's family.

We also cover the cost of return transport to the *Country of expatriation* for people transported under the conditions described above.

\***Family member** means the de jure or de facto spouse, a child, brother or sister, father, mother and grandchildren.

### Psychological support

In the event of major trauma following an *Accident* or *Illness* (including an *Epidemic* or *Pandemic*), we will provide you with our telephone support and assistance service, within the limits shown in the table in paragraph 12 - **"Assistance and Public Liability" cover, if options have been selected**.

### Special exclusions to personal assistance

**In no circumstances can we be a substitute for local emergency services.**

**As well as the exclusions appearing in the section entitled "General exclusions for assistance and public liability cover", we do not cover: convalescence and disorders (*Illness, Accident*) being treated that are not yet consolidated on the date the journey begins, pre-existing conditions that are diagnosed and/or treated that have been the subject of *Hospitalization* in the six months prior to the request for assistance, journeys undertaken for the purpose of diagnosis and/or treatment, pregnancies except for unforeseen complications, and, in all cases, after the 32nd week of pregnancy, conditions resulting from the ingestion of alcohol, the use of drugs, narcotics and similar products that have not been medically prescribed, and the consequences of suicide attempts.**

**MEDICAL EXPENSES (HOSPITAL, MEDICAL FEES & EXAMS, DRUGS ...) ARE NOT COVERED UNDER THIS POLICY.**

### Obligations of the Insured in the event of a claim

For any request for assistance, the Insured must contact us at any time of the day or night:

- by telephone: +33 (0)1.42.99.02.46

**and obtain our consent prior to taking any initiative or committing to any expenditure.**

When we have organized the Insured's transport or repatriation, the Insured must send us his/her initial tickets, since they become the property of AWP P&C.

### Applicable limits in the case of force majeure

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

***Civil or Foreign Wars, acknowledged political instability, popular movements, riots, Acts of Terrorism, reprisals, restrictions to the free circulation of people and goods, Strikes, explosions, Natural Disasters, meltdown of atomic cores, nor delays in the execution of services resulting from the same causes.***



## 4/ Public liability (if the option has been selected)

**This Public liability cover takes effect only if there is a lack of, or as an addition to, any public liability insurance already existing and taken out by the Insured with any other company.**

We cover the financial consequences of the public liability that the Insured may incur within his/her private life with respect to, on the one hand, personal injury and/or *Material Loss* and, on the other hand, the *Consequential Loss*, caused accidentally to any person other than a member of the Insured's family, that is the Insured's fault or the fault of persons, things or animals under the Insured's care, this being provided up to the amount, and with the deduction of an *Deductible*, indicated in the table of sums insured.

### Special exclusions to public liability cover

**Besides the exclusions specified under section entitled "General exclusions for Assistance and Public liability cover", our cover does not apply to:**

1. damage that the Insured has caused or provoked intentionally,
2. damage resulting from the use of land motor vehicles, sailing boats and motor boats, and flying apparatus,
3. damage caused to objects entrusted to the Insured
4. damage resulting from any job-related activity,
5. the consequences of any material and/or personal injury claims affecting the Insured's personally and the members of his/her family,
6. consequential damage except when it is the direct consequence of accidental or *Material Loss* and/or personal injury that is covered,
7. damage the Insured caused due to a fire, explosion or flooding,
8. damage resulting from the practice of air sports or hunting.

### Limits of our cover

#### Transaction – Acknowledgement of liability

**The Insured must not accept any acknowledgement of liability, or any transaction without our prior written consent.**

However, simply the acknowledgement of the reality of certain facts is not considered an acknowledgement of liability, no more than the simple fact of having provided *Emergency* help to a victim when it is an act of assistance that anyone has a moral duty to perform.

**The Insured must advise us within five working days, except for Acts of God or of force majeure, of any event likely to render him/her publicly liable; if this deadline is not met and, as a result, we suffer loss, the Insured risks the *Lapse* of his/her cover.**

### Procedure

**In the event of any legal action being made against the Insured, we provide his/ her defense and handle the trial for the deeds and loss falling within the cover provided by this agreement.**

However, the Insured may associate himself/herself with our action provided that the Insured can provide proof of a specific interest that is not covered under this agreement.

**The simple fact of paying for the Insured's own defense for protective reasons may in no circumstances be interpreted as an acknowledgement of cover and in no way implies that we accept the detrimental consequences of events that are not expressly covered by this agreement.**

*Even if the Insured fails in his/her obligations after a claim, we are bound to indemnify the people to whom the Insured is liable. We nevertheless retain, in this case, the right to take action against the Insured for repayment of any monies that we may have paid or placed in downpayment on the Insured's behalf.*

### Legal proceedings

With respect to means of obtaining redress:

- before the civil, commercial or administrative courts, we are free to obtain redress under the present agreement,
- before the criminal courts, the means of redress may not be used without the Insured's consent,

ACS Assistance / Public Liability



ACS – INSURANCE BROKERAGE COMPANY

153 RUE DE L'UNIVERSITÉ 75007 PARIS - FRANCE  
TEL. +33 (0)1 40 47 91 00

✉ contact@acs-ami.com

🌐 www.acs-ami.com

317 218 188 RCS Paris – S.A.S. (Simplified joint-stock company) with a share capital of € 150 000 - N° ORIAS 07 000 350 (www.orias.fr)

In case of complaint, please write to ACS Complaint Service at our address.

ACS is controlled by the ACPR, 4 place de Budapest, CS 92459, 75436 Paris Cedex 09 France

page 7

MAJ20201119

- if the pending lawsuit before a criminal court relates only to civil interests, refusal to give his/her consent to use the planned means of redress gives us the right to claim an indemnity from the Insured equal to the loss that we suffer as a result.

#### **Court costs**

**We pay the court costs, the discharge costs and any other payment expenses. However, if the Insured is sentenced to pay an amount greater than the cover limit, we each bear these costs proportional to our respective share in the sentence.**

The Member must report his/her claim either

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

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

## 5/ General exclusions for Assistance and Public liability cover

**We cannot take action when the requests for cover and benefits are the consequence of losses resulting from:**

- 1. an *Illness* or *Accident* due to the intentional act of the insured person, intentional mutilation or attempted suicide,**
- 2. criminal proceedings against the Insured,**
- 3. the consequences of a *Civil* or other *War*, an insurrection, *Terror Attacks* or popular movement,**
- 4. riot or *Strike*, except if the Insured does not take an active part in the event,**
- 5. a claim resulting directly or indirectly from the meltdown of an atomic core, or any irradiation originating from ionizing radiation.**
- 6. unless otherwise stated in the guarantees, the consequences of an *Epidemic* or a *Pandemic*, *Natural Disasters* and *Pollution*,**
- 7. alcoholism, drunkenness, the use of medications, drugs, narcotics that are not medically prescribed,**
- 8. any intentional act that may involve the cover of the agreement,**
- 9. duels, bets, crimes, brawls (except legitimate defense),**
- 10. the practice of the following sports: bobsleigh, skeleton, mountain climbing, competitive luge, air sports except for parascending and those resulting from participation in or training for official matches or competitions organized by a sporting federation,**
- 11. activities when an insurer is banned from providing a contract or an insurance service due to a sanction, restriction or prohibition provided by conventions, laws or regulations, including those decided by the United Nations Security Council, the European Union Council or any other applicable national law,**
- 12. activities when they are subject to any sanction, restriction total or partial embargo or prohibition provided by conventions, laws or regulations, including those decided by the United Nations Security Council, the European Union Council or any other applicable national law. It is understood that this provision only applies in the case where the insurance contract or insured goods and/or activities fall within the scope of the decision concerning the restrictive sanctions, total or partial embargo or prohibition,**
- 13. the absence of random.**





## 6/ Limitation

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

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

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

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

However, this time limit only starts running:

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

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

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

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

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

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

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

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

#### Additional information:

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

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

ACS Assistance / Public Liability



ACS - INSURANCE BROKERAGE COMPANY

153 RUE DE L'UNIVERSITÉ 75007 PARIS - FRANCE  
TEL. +33 (0)1 40 47 91 00

✉ [contact@acs-ami.com](mailto:contact@acs-ami.com)

🌐 [www.acs-ami.com](http://www.acs-ami.com)

317 218 188 RCS Paris – S.A.S. (Simplified joint-stock company) with a share capital

of € 150 000 - N° ORIAS 07 000 350 ([www.orias.fr](http://www.orias.fr))

In case of complaint, please write to ACS Complaint Service at our address.

ACS is controlled by the ACPR, 4 place de Budapest, CS 92459, 75436 Paris Cedex 09 France

#### 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.

## 7/ Legal action

### SUBROGATION

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

## 8/ Basis of the insurance agreement

This agreement is governed by the French Insurance Code.

### COURTS OF COMPETENT JURISDICTION – GOVERNING LAW

The pre-contractual and contractual relations are governed by French law and primarily by the French Insurance Code. Any legal action relating to this contract shall be brought before French courts which have exclusive jurisdiction. However, if you are domiciled in the Principality of Monaco, the Monaco Courts shall have sole jurisdiction for disputes you and us.

### 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.

## 9/ Option of cancellation

### If you took out your contract remotely:

Sale of your insurance contract by telephone, by mail, or over the Internet is governed by Articles L. 112-2-1 and R. 112-4 of the French Insurance Code (*Code des Assurances*).

The following constitute remote insurance operations as defined by Article L.112-2-1 of the French Insurance Code: providing insurance operations to a subscriber who is a natural person, and who is acting outside any commercial or

ACS Assistance / Public Liability



ACS – INSURANCE BROKERAGE COMPANY

153 RUE DE L'UNIVERSITÉ 75007 PARIS - FRANCE  
TEL. +33 (0)1 40 47 91 00

✉ contact@acs-ami.com

🌐 www.acs-ami.com

317 218 188 RCS Paris – S.A.S. (Simplified joint-stock company) with a share capital  
of € 150 000 - N° ORIAS 07 000 350 (www.orias.fr)

In case of complaint, please write to ACS Complaint Service at our address.

ACS is controlled by the ACPR, 4 place de Budapest, CS 92459, 75436 Paris Cedex 09 France

page 10

MAJ20201119

business activity, in the context of a remote system of sale or of provision of services that is organised by the insurer or the insurance intermediary who, for the contract in question, exclusively uses remote communications techniques up to and including the signing of the contract.

It is specified that the applicable rules for remote sales apply:

- only to the first contract, for fixed-term contracts followed by successive distinct operations or by a series of distinct operations that are of the same type and that are staggered over time;
- only with a view to and during signing of the initial contract for contracts that are renewable by tacit renewal.

Pursuant to the applicable provisions for remote sales of financial services, you are informed as follows:

- that a fund exists for covering victims of terrorism and of other offences (fonds de garantie des victimes des actes de terrorisme et d'autres infractions) as indicated in Article L. 422-1 of the French Insurance Code;
- that a fund exists for covering damage, injury, or loss consequent upon prevention, diagnosis, or treatment provided by healthcare professionals practicing in private practices (fonds de garantie des dommages consécutifs à des actes de prévention, de diagnostic ou de soins dispensés par les professionnels de santé exerçant à titre libéral) as indicated in Article L 426-1 of the French Insurance Code;
- that a national compensation bureau exists in France known as the Office national d'indemnisation des accidents médicaux, des affections iatrogènes et des infections nosocomiales (ONIAM) for paying compensation for medical accidents, iatrogenic diseases or disorders, and nosocomial (hospital-acquired) infections as indicated in Article L 1142-22 of the French Public Health Code (Code de la Santé Publique);
- that you have a right to cancel throughout a cooling-off period of 14 full calendar days starting either as from the date of remotely signing/entering into the contract, or as from the date of reception of the "Specific Provisions" ("Dispositions Particulières") and of the "General Provisions" ("Dispositions Générales") if that date is later than the date of signing, without having to give any reason or having to bear any penalties;
- that the contracts to which the right of cancellation applies may not start being performed by the parties before the end of the cooling-off period without the consent of the policyholder. You have manifested your will for your contract to take effect on the date appearing in the "Specific Provisions". A subscriber who has asked for the contract to start being performed before the expiry of the cooling-off period and who makes use of their right of cancellation, should pay for the fraction of premium or of subscription that corresponds to the period for which the risk has been covered; in addition, the Terror Attack (Attentats) contribution to the fund for covering terrorism victims (Fonds de garanties des victimes des actes de terrorisme) remains payable.

A subscriber who wishes to exercise their right of cancellation under the above-mentioned conditions, may use the letter template given below, as duly filled in by the subscriber.

The letter should be sent by registered letter with return-receipt requested (*lettre recommandée avec avis de réception*) to ACS, 153, rue de l'Université, 75007, Paris, FRANCE.

Letter of Cancellation Template:

**"I the undersigned, M.....residing at .....hereby cancel my Contract No. .... taken out with ....., pursuant to Article L 112-2-1 of the French Insurance Code (*Code des Assurances*). I hereby certify that, at the date of sending of this letter, I have no knowledge of any loss that might involve the cover of the contract being applied."**

By way of derogation, this right of cancellation does not apply:

- to travel or baggage insurance policies or to similar policies that are short-term or that have terms less than one month;
- to civil liability insurance contracts for Land Motor Vehicles;
- to contracts performed fully by the two parties at the express request of the policyholder before the policyholder exercises their right of cancellation.

ACS Assistance / Public Liability



ACS - INSURANCE BROKERAGE COMPANY

153 RUE DE L'UNIVERSITÉ 75007 PARIS - FRANCE  
TEL. +33 (0)1 40 47 91 00

✉ contact@acs-ami.com

🌐 www.acs-ami.com

317 218 188 RCS Paris – S.A.S. (Simplified joint-stock company) with a share capital  
of € 150 000 - N° ORIAS 07 000 350 (www.orias.fr)

In case of complaint, please write to ACS Complaint Service at our address.

ACS is controlled by the ACPR, 4 place de Budapest, CS 92459, 75436 Paris Cedex 09 France

page 11

MAJ20201119

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

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

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

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

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

## 10/ Data Protection

The processing of personal data is governed by the French Data Protection Act of 6 January 1978 and the EU Regulation 2016/679 of 27 April 2016 relating to the protection of individuals with regard to the processing of personal data and the free use of these data.

AWP P&C and AWP France are responsible for the processing of personal data collected for the purpose of contracting, management and performance of contracts.

These data are kept for the period of time necessary for the performance of the contract and in accordance with the provisions relating to the limitation period. They are intended for the use of the assistance services administrators and may be communicated to subcontractors located in or outside the European Union.

In accordance with the applicable data protection laws and regulations, you have the right to access your personal data and have them rectified by contacting: [personal-info@votreassistance.com](mailto:personal-info@votreassistance.com).

You are acknowledged of the existence of the 'opt-out' list from direct phone marketing "Bloctel" on which you can register: <https://conso.bloctel.fr/>.

For more information, it is possible to consult the Privacy Statement explaining how and why the personal data are collected. You have been given its most updated version when you signed the contract.

**As part of its risk control and anti-fraud policy, AWP France reserves the right to carry out any control of the information and, if necessary, to seize the competent authorities in accordance with the law in force.**



## 11/ Mediation

### WHAT IS THE PROCEDURE FOR EXAMINING COMPLAINTS?

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

ACS :

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

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

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

AWP P&C :

**AWP France SAS,**  
**Service Réclamations,**  
**TSA 70002 - 93488 Saint-Ouen Cedex, France**  
**Email : [reclamation@votreassistance.fr](mailto:reclamation@votreassistance.fr)**

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

**The parties declare that they submit to French law.**

### AUTHORITY IN CHARGE OF OVERSEEING INSURANCE COMPANIES

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

### CONSUMERS' RIGHT TO OBJECT TO TELEPHONE MARKETING

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

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

For any questions on this agreement, contact:

**ACS**  
**153, rue de l'Université - 75007 Paris - France**  
**Tél. 00 33 (0) 1 40 47 91 00**  
**Fax. 00 33 (0) 1 40 47 61 90**  
**e-mail : [contact@acs-ami.com](mailto:contact@acs-ami.com)**

ACS Assistance / Public Liability



**ACS – INSURANCE BROKERAGE COMPANY**

153 RUE DE L'UNIVERSITÉ 75007 PARIS - FRANCE  
TEL. +33 (0)1 40 47 91 00

[contact@acs-ami.com](mailto:contact@acs-ami.com)

[www.acs-ami.com](http://www.acs-ami.com)

317 218 188 RCS Paris – S.A.S. (Simplified joint-stock company) with a share capital of € 150 000 - N° ORIAS 07 000 350 ([www.orias.fr](http://www.orias.fr))

In case of complaint, please write to ACS Complaint Service at our address.

ACS is controlled by the ACPR, 4 place de Budapest, CS 92459, 75436 Paris Cedex 09 France

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

## 12/ Tables of benefits

### "Assistance and public liability" cover, if options have been selected

What is covered	Amount covered
<b>Repatriation assistance</b>	
<ul style="list-style-type: none"> <li>• Repatriation or medical transport</li> <li>• Transport of the body in the event of death               <ul style="list-style-type: none"> <li>- Repatriation of the body</li> <li>- Funeral expenses required for transportation</li> <li>- Repatriation of other family members</li> </ul> </li> <li>• Return of the Insured to the country of expatriation after "consolidation"</li> <li>• Early Return</li> <li>• Psychological support</li> </ul>	<p>Actual expenses</p> <p>Actual expenses €1500 Ticket (one way only) Ticket (one way only)</p> <p>Ticket (round trip), limited to once per insured person and per insurance period 3 telephone interviews per insured person and per insurance period</p>
<b>Public liability</b>	
<ul style="list-style-type: none"> <li>• Physical Injury, Material or Consequential Loss</li> <li>• Material and Consequential Loss only</li> </ul> Deductible per claim	<p>€4 500 000</p> <p>€150 000</p> <p>€150</p>

#### ACS Assistance / Public Liability



**ACS – INSURANCE BROKERAGE COMPANY**

153 RUE DE L'UNIVERSITÉ 75007 PARIS - FRANCE  
TEL. +33 (0)1 40 47 91 00

✉ contact@acs-ami.com

🌐 www.acs-ami.com

317 218 188 RCS Paris – S.A.S. (Simplified joint-stock company) with a share capital of € 150 000 - N° ORIAS 07 000 350 (www.orias.fr)

In case of complaint, please write to ACS Complaint Service at our address.

ACS is controlled by the ACPR, 4 place de Budapest, CS 92459, 75436 Paris Cedex 09 France

## Annex : Privacy notice

### The security of your personal data is important to us

AWP France SAS, an entity of Allianz Partners SAS, is an insurance broker registered with ORIAS, acting in the name and on behalf of AWP P&C, an entity of Allianz Partners SAS, an insurance company approved by the Autorité de Contrôle Prudentiel et de Résolution (ACPR), offering insurance products and services.

Protecting your privacy is our top priority. This privacy statement explains how we collect personal data, what type of data we collect and why, with whom we share it and to whom we disclose it. Please read this statement carefully.

#### 1 Who is the data controller?

The data controller is the person, natural or legal, who controls and is responsible for the retention and use of personal data, in paper or electronic format.

AWP P&C and AWP France SAS ("We", "Our") are the data controllers, as defined by applicable data protection laws and regulations.

#### 2 What personal data is collected?

We will collect and process different types of personal data about you, as follows:

- data relating to the identification of persons involved in the contract and
- any other data necessary for the conclusion and/or performance of the contract.

In this context, we may collect and process "sensitive personal data" about you.

#### 3 How is your personal data collected and processed?

We will collect and process the personal data you provide to us and those we receive from third parties (as explained below) for a number of purposes and subject to your expressed consent, unless it is not required by applicable laws and regulations, as indicated below:

Purpose	Expressed consent?
<ul style="list-style-type: none"> <li>• Management of the insurance contract (e.g. quotation, underwriting, claims processing)</li> </ul>	<ul style="list-style-type: none"> <li>• Yes, if necessary. However, in cases where we need to process your personal data in connection with the purchase of your insurance and/or the processing of your claim, we will not seek your expressed consent.</li> </ul>
<ul style="list-style-type: none"> <li>• Debt collection management</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<ul style="list-style-type: none"> <li>• Fraud prevention and detection</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<ul style="list-style-type: none"> <li>• Compliance with any legal requirement (tax, accounting and administrative obligations)</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<ul style="list-style-type: none"> <li>• Redistribution of risks through reinsurance and co-insurance</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>

As mentioned above, for the purposes previously listed, we will process your personal data as received by our business partner Association GLOBE PARTNER / ACS.

ACS Assistance / Public Liability



ACS – INSURANCE BROKERAGE COMPANY

153 RUE DE L'UNIVERSITÉ 75007 PARIS - FRANCE  
TEL. +33 (0)1 40 47 91 00

✉ contact@acs-ami.com

🌐 www.acs-ami.com

317 218 188 RCS Paris – S.A.S. (Simplified joint-stock company) with a share capital of € 150 000 - N° ORIAS 07 000 350 (www.orias.fr)

In case of complaint, please write to ACS Complaint Service at our address.

ACS is controlled by the ACPR, 4 place de Budapest, CS 92459, 75436 Paris Cedex 09 France

For the purposes mentioned above for which we have indicated that your expressed consent is not required or in cases where we need your personal data for the purpose of underwriting your insurance and/or managing your claim, we will process your personal data on the basis of our legitimate interests and/or in accordance with our legal obligations.

Your personal data will be necessary for any purchase of our products and services. If you do not wish to provide us with this data, we will not be able to guarantee access to the products and services requested or likely to interest you, or to offer tailored solutions to your specific requirements.

#### 4 Who can access your personal data?

We will ensure that your personal data is processed in accordance with the purposes indicated above.

In the context of the mentioned purposes, your personal data may be disclosed to the following parties, acting as third parties, responsible for processing the data:

- public sector bodies, other Allianz group companies, other insurers, reinsurers.

In the context of the mentioned purposes, your personal data may be disclosed to the following parties, acting as data processors, operating under our responsibility:

- other Allianz group companies, technical consultants, experts, lawyers, claims adjusters, repairers, service providers, doctors and service companies that outsource our operations (claims, IT, postal services, document management).

Ultimately, we may share your personal data in the following cases:

- in contemplated or actual cases of reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or part of our business, assets or securities (including in connection with insolvency or other similar proceedings);
- in order to comply with any legal obligations, including obligations arising from the mediator's decisions in the event that you make a complaint about any of our products or services.

#### 5 Where is your personal data processed?

Your personal data may be processed both within and outside the European Union (EU) by the parties specified in section 4, subject to contractual restrictions on confidentiality and security, in accordance with applicable data protection laws and regulations. We do not disclose your personal data to unauthorized parties to process it.

Each transfer of your personal data for processing outside the EU by another Allianz Group company will be made on the basis of internal company rules approved by the Regulatory Authority to which our group is subject, establishing adequate rules for the protection of personal data and legally binding on all Allianz Group companies. You can find out more about these internal company rules and the countries concerned, outside the EU, by contacting us as indicated in section 9. Where the Allianz Group's internal corporate rules do not apply, we will take measures to ensure that the transfer of your personal data outside the EU is carried out at the appropriate level of protection, just as if it were a transfer within the EU. You can find out more about the safeguards we implement for this type of transfer (e.g. standard contractual clauses) by contacting us as described in section 9.

#### 6 What are your rights regarding your personal data?

Where permitted by applicable law or regulation, you have the right:

- to access your personal data and to know their source, the aim and purposes of the processing of such data, the information concerning the data controller(s), the data processor(s) and the recipients of the data potentially disclosed;
- to withdraw your consent at any time, in cases where it is required for the processing of your personal data;

ACS Assistance / Public Liability



ACS – INSURANCE BROKERAGE COMPANY

153 RUE DE L'UNIVERSITÉ 75007 PARIS - FRANCE  
TEL. +33 (0)1 40 47 91 00

✉ [contact@acs-ami.com](mailto:contact@acs-ami.com)

🌐 [www.acs-ami.com](http://www.acs-ami.com)

317 218 188 RCS Paris – S.A.S. (Simplified joint-stock company) with a share capital  
of € 150 000 - N° ORIAS 07 000 350 ([www.orias.fr](http://www.orias.fr))

In case of complaint, please write to ACS Complaint Service at our address.

ACS is controlled by the ACPR, 4 place de Budapest, CS 92459, 75436 Paris Cedex 09 France



- to update or rectify your personal data so that they are always accurate;
- to delete your personal data from our systems if their storage is no longer necessary for the purposes indicated above;
- to restrict the processing of your personal data in certain circumstances, for example, if you have challenged the accuracy of your personal data, for the period necessary for our services to verify their accuracy;
- to obtain your personal data in electronic format, for your personal use or that of your new insurer;
- to file a complaint with our company and/or the competent data protection authority.

You can exercise these rights by contacting us as indicated in section 9.

## 7 How can you oppose the processing of your personal data?

When permitted by law or regulations, you have the right to object to the processing of your personal data by our services, or to request our company to stop the processing of such data (including for direct marketing purposes). Once your request has been received, we will no longer process your personal data unless permitted by applicable laws or regulations.

You can exercise this right in the same way as your other rights defined in section 6.

## 8 How long will we keep your personal data?

We will retain your personal data for a period of two (2) years from the date of termination of the insurance contract or under the specific conditions set out below:

- In the event of a claim - two (2) years from the settlement of the claim.
- In the event of a claim with bodily injury - ten (10) years from the date of the claim.
- For information on complaints - two (2) years from receipt of the complaint.
- For any information on the contract - two (2) years from the expiry, termination, or cancellation.

We inform you that specific terms may apply in the context of tax and accounting obligations, in accordance with the regulations in force.

We will not keep your personal data longer than necessary. They will be kept only for the purposes for which they were obtained.

## 9 How to contact us?

If you have any questions about how we use your personal data, you can contact us by e-mail or post:

AWP France SAS  
Personal Data Protection Department  
7 rue Dora Maar - 93488 Saint-Ouen Cedex - FRANCE  
E-mail: [informations-personnelles@votreassistance.fr](mailto:informations-personnelles@votreassistance.fr)

## 10 How often do we update this privacy statement?

We regularly review this privacy statement.

