

Insurance policy booklet

N° 304262

➔ ACS Missions

Pack B

- Repatriation Assistance
- Individual Accident



Allianz  **Assistance**

Table of the amounts of cover

Cover	Amounts
REPATRIATION ASSISTANCE	
- Repatriation or medical transport	Actual costs
- Accompaniment during the repatriation or transport	Ticket
- Presence in the event of hospitalisation for longer than 5 days	Ticket Hotel expenses of €50 per day, for a maximum of 15 days
- Extended hotel stay	Hotel expenses of €50 per day, for a maximum of 7 days
- Additional reimbursement of emergency medical and hospitalisation expenses abroad	€500,000 per person and per event
- Additional reimbursement of medical fees in the country of residence following hospitalisation abroad (in addition to Social security or any other collective plan)	Maximum €15,000 per person for 30 days
- Emergency dental care (prosthetics included)	€150 / tooth, maximum per event: €1,000
- Transport of the body in the event of death <ul style="list-style-type: none"> • Repatriation of the body • Funeral expenses necessary for the transport • Return of an insured companion 	Actual costs €1,500 Ticket
- Premature return and early return	Ticket
Payment of search or rescue expenses (in the mountains, on marked ski runs or paths ("pistes") only)	€5,000 per person max €5,000 per event
- Travel information	Advice
- Psychological support in the event of major trauma following a covered "illness or accident"	Up to two telephone calls per insured person per insurance period
- Sending out medicines abroad	Shipment expenses
- Sending of a substitute employee	Ticket
Legal assistance abroad <ul style="list-style-type: none"> • Payment of fees • Advance of bail bond 	€1,000 €5,000
Cover	Amounts
INDIVIDUAL ACCIDENT	
- In the event of death:	€50,000 per person, maximum of €50,000 per event
- In the event of total permanent disability	€50,000 per person, maximum of €50,000 per event

The amounts of cover indicated above apply throughout the duration of the assignment

→ General Provisions

Like any insurance contract, this one comprises mutual rights and obligations. It is governed by the French Insurance Code. These rights and obligations are set forth in the following pages.

This is a group damage insurance contract taken out by the Globe Partner Association with AWP P&C SA for which enrolment is optional.

Provisions common to all cover packages

DEFINITIONS

Abroad

Any country except the country where the Policyholder is domiciled and excluding countries not covered.

Civil War

By "Civil War" is meant 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.

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 origin

The country in which your tax and legal domicile is located.

DROM POM COM

"DROM POM COM territories" are what the DOM-TOM territories (French overseas possessions) are now called, since the Constitutional Reform of 17 March 2003 that changed the names and definitions of the DOM-TOM territories.

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.

Europe

"Europe" means all the European Union countries plus Switzerland, Norway and the Principality of Monaco.

Excess

Portion of the indemnity borne by you.

Forfeiture

Loss of right to Cover for the Loss/Claim in question.

France

"France" means the European territory of France (including the islands in the Atlantic Ocean, the English Channel and the Mediterranean Sea), as well as the DROM POM COM (as the "DOM TOM" - the French overseas territories and possessions - have been renamed since the constitutional reform of 17 March 2003).

Home

The Insured's main and usual place of residence in his/her country of origin, to the exception of *Countries not covered*.

Hospitalization

Any unforeseen, unscheduled stay in a health facility.

Illness

Sudden and unpredictable deterioration of health resulting in a change of the general condition observed by an authorized medical authority, diagnosed for the first time during a business trip falling under the contract's guarantee period.

Insurance Code

The French Insurance Code is the collection of legislative and regulatory texts that govern insurance contracts.

Insurer/Assistance Provider

AWP P&C, public limited company with share capital of €17,287,285, RCS519 490 080 BOBIGNY Trade & Companies Register having its registered office at 7 rue Dora Maar, 93400 SAINT-OUEN, FRANCE a private company governed by the French Insurance Code,

which entrusts the implementation of the guarantees described below to:

AWP FRANCE SAS, Joint stock company with share capital of €7,584,076.86, RCS490 381 753 BOBIGNY Trade & Companies Register having its registered office at 7 rue Dora Maar, 93400 SAINT-OUEN, FRANCE Insurance Brokerage Company - Registration ORIAS 07026669 - (www.orias.fr) hereinafter referred to as "AWP France".

(Claimable) Loss or Loss Event or Claim

Event that may result in the application of contract cover.

Medical expenses

Pharmaceutical, surgical, consultation, and hospitalization expenses that are medically prescribed and necessary for diagnosing and treating an illness.

Member of the family

Member of the family means any person who can evidence they have a *de jure* or *de facto* family tie (kinship) with the Policyholder.

Members

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

Mission

Any professional travel of the Policyholder, carried out on behalf of the Subscriber, including seminars, conferences, courses, training and other professional events. Travel and stays made on a private basis by the Policyholder are covered provided that they are contiguous to a business trip.

Expatriation or detachment periods carried out by a Policyholder on behalf of the subscriber are not considered as business trips.

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.

Period of Limitation

Extinction of a right resulting from failure of the holder of the right to exercise it for a given period of time.

Personal injury

Any sudden action external to the victim that causes bodily damage or injury.

Pollution

Degradation of the environment due to the discharge of substances that are not naturally present into the air, water or 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.

Serious illness

As defined by a competent medical authority and preventing independent movement.

Strike

Concerted collective action in which the employees of a firm, of an economic sector, or of a professional category stop work in order to give weight to their claims.

Subrogation

The legal situation whereby the rights of one person are transferred to another person (in particular: the Insurer taking the place of the Policyholder to take legal action against the opposing party).

Subscriber

The natural or legal person taking out the insurance contract.

Terror Attack/Acts of Terrorism

This means any act of violence constituting a criminal or illegal attack against people and/or property in the country in which you are staying, committed with the aim of seriously disturbing public order. Such a "terror attack" should be identified as such by the French Foreign Ministry.

Third Party

Any person other than the Subscriber who is liable for the damage, injury or loss.

Any Subscriber who is a victim of bodily injury, property damage or consequential loss caused by another Subscriber (Members are considered to be third parties between themselves).

Tour operator

A tour operator is a person who organizes tourist holidays by combining a number of services from its suppliers, such as restaurant owners, guides and airlines. Generally speaking, tour operators anticipate their requirements of their clientele and offer holiday packages. So initially they conduct surveys then put together the various services in order to negotiate them. A tour operator sells its packages to travel agencies and pays them a commission.

Transport Firm

The term "transport firm" refers to any company duly approved by the public authorities for the carriage of passengers.

Uncertain event or uncertainty

An unintentional, unforeseeable, unstoppable, and external event.

Us

The Insurer.

War with a Foreign Power

A "war with a foreign power" means declared or undeclared armed opposition between one State and another State, as well as any invasion or state of siege.



You

The Subscriber.



WHAT IS THE GEOGRAPHICAL SCOPE OF THE CONTRACT ?

The cover and/or services subscribed for under this contract apply throughout the entire world **except in the non-covered countries.**

WHAT PERIOD DOES THE CONTRACT COVER ?

The term of validity corresponds to the duration of the assignment.

WHAT GENERAL EXCLUSIONS APPLY TO ALL BENEFITS ?

We cannot intervene when your applications for cover or services are consequential to damage, injury, or loss resulting from:

- 1. unless otherwise stated in the guarantees, the consequences of an Epidemic or a Pandemic, Natural disasters and Pollution;*
- 2. consequences and/or events resulting from civil war or war with a foreign power, riots, civil unrest, in accordance with Article 121-8 of the French Insurance Code;*
- 3. consequences and/or events resulting from a strike;*
- 4. consequences and/or events resulting from a terror attack/act of terrorism;*
- 5. the consequences of the voluntary participation by the Subscriber, and people travelling with the Subscriber and insured under this contract, in a crime, offence, riot or strike other than in situations of self-defense;*
- 6. deliberate failure to comply with regulations in the country visited;*
- 7. disintegration of atomic nuclei or any irradiation caused by ionizing radiation;*
- 8. misuse of a drug or the use of narcotics not medically prescribed, as judged by a competent medical authority;*
- 9. damage following the consumption of alcohol by the Subscriber, and people travelling with the Subscriber, and insured under this contract, as well as members of the Subscriber's family, characterized by the presence in the blood of a level of pure alcohol greater than or equal to the legal limit permitted for drinking and driving stipulated by the regulations of the country visited;*
- 10. accidents/damage and their consequences caused or deliberately provoked by the Subscriber, persons travelling with the Subscriber, and insured under this contract, as well as members of the Subscriber's family;*
- 11. practicing a sport professionally;*
- 12. participating in endurance or speed trials on board any motorized land, water or air craft;*
- 13. participating as a competitor in any competition or event organized by a sports federation or association;*
- 14. disregarding safety rules to which the attention of the Subscriber, and the people travelling with the Subscriber, and insured under this contract, together with the Subscriber's family, has been drawn regarding the practice of sports activities;*
- 15. the consequences of suicide or attempted suicide of the Subscriber, and the people travelling with the Subscriber and insured under this contract, as well as the Subscriber's family;*
- 16. absence of uncertainty;*
- 17. insured goods and/or activities when the Insurer is prohibited from providing an insurance contract or service due to a sanction, restriction or prohibition provided for by agreements, laws or regulations, including any decided by the United Nations Security Council, the Council of the European Union or by any other applicable national law;*
- 18. insured goods and/or activities when they are subject to any sanction, restriction, partial or total embargo or prohibition provided for by agreements, laws or regulations, including any decided by the United Nations Security Council, the Council of the European Union or by any other applicable national law. It is understood that this provision applies only when the insurance contract, the insured property and/or the insured activities are covered by decisions implementing restrictive sanctions, total or partial embargoes or bans.*
- 19. the results of :exposure to infective biological agents, such as combat gas, incapacitants, radioactive, neurotoxic or persistent neurotoxic agents, which are subject to quarantine or preventative measures or specific monitoring or recommendations from international or local health authorities,*

HOW IS YOUR COMPENSATION CALCULATED?

If compensation cannot be determined by private agreement, it is assessed through an out-of-court appraisal, subject to our respective rights being reserved.



Each of us chooses a claims adjuster. If the claims adjusters cannot agree, they refer the matter to a third claims adjuster, and all three of them operate jointly and by majority vote.

Should one of us fail to appoint a claims adjuster or should the two claims adjusters fail to agree on the choice of a third claims adjuster, the appointment is made by the Presiding Judge of the Regional Court (Tribunal de Grande Instance), ruling in summary proceedings. Each of the contracting parties bears the cost of the fees of its appraiser, and, where applicable, half the fees of the third appraiser.

WITHIN WHAT TIME LIMIT WILL YOU RECEIVE THE INDEMNITY?

Payment will be made within 15 days of the agreement reached between us, or as of the notification of the enforceable court decision.

WHAT PENALTIES APPLY IF YOU MAKE A FALSE DECLARATION OR CLAIM AT THE TIME OF THE LOSS?

Any fraud, omission, or intentional false declaration you make about the circumstances or the consequences of a claimable loss shall result in the forfeiture of any right to benefit or compensation for that claimable loss.

DECLARATION OF YOUR OTHER INSURANCE POLICIES

If the risks covered by this policy are or will be covered in full or in part by another Insurer, you must immediately inform us thereof and of the sums thus insured.

In the event of a claimable loss, you may be indemnified for the damage by the Insurer of your choosing, as these Insurance policies operate within their limits of cover.

N.B. If several insurance policies for the same risk are taken out fraudulently or improperly, the policies may be declared invalid and damages and interest may be claimed (Article L 121-3 of the French Insurance Code, 1st paragraph).

WHAT IS THE PROCEDURE FOR THE EXAMINATION OF COMPLAINTS?

Your usual contacts are available to closely examine all your enquiries and complaints. If after such an examination their answers do not meet your expectations, you can refer your complaint to:

ACS
Service Réclamations
153 rue de l'Université
75007 Paris – FRANCE

Receipt of the complaint will be acknowledged within 10 days, unless you have already received the answer itself within that time limit. In any event, and as required by law, you will receive an answer within 2 months of the date of receipt of the complaint.

If you are not satisfied with the answer you are given, you should e-mail: **reclamation@votreassistance.fr**

or write to:

AWP FRANCE SAS
Service Traitement des Réclamations
TSA 70002
93488 Saint-Ouen Cedex - FRANCE

Receipt of the complaint will be acknowledged within ten (10) working days (excluding Sundays and public holidays), unless you have already received the answer itself within that time limit.



In any event, a reply will be provided no later than two (2) months after the date of receipt of the complaint, except for the occurrence of special circumstances for which the Insurer would keep you informed.

What should you do if you are still not satisfied with the response you have received once you have exhausted all the internal channels listed above? You can appeal to the Insurance Mediator whose contact details are as follows:

La Médiation de l'Assurance
TSA 50110
75441 PARIS Cedex 09, France
<http://www.mediation-assurance.org>

FFA member insurance companies have put in place a system that allows policyholders and third parties to benefit from a mediation procedure for the settlement of their disputes. This device is defined by the 10 rules of the Charter of Mediation of the FFA.

If you subscribe to your insurance contract online, you have the possibility as a consumer to use the European Commission's Online Dispute Resolution Platform (RLL) using the following link:
<http://ec.europa.eu/consumers/odr/>

AUTHORITY RESPONSIBLE FOR THE SUPERVISION OF THE INSURANCE COMPANY

The controlling body of AWP P&C is Autorité de Contrôle Prudentiel et de Résolution (ACPR), , 4 place de Budapest CS 92459 75436 Paris Cedex 09 - FRANCE, <https://acpr.banque-france.fr/>.

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.

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.

Pursuant to the provisions of Article 121-12 of the French Insurance Code, the Insurer is subrogated, up to the amount of compensation it pays out, to the rights and actions of the Subscriber with respect to third parties liable for the loss.

If the subrogation can no longer be operative in favor of the Insurer through the fault of the Subscriber, the Insurer shall be discharged from its obligations with regard to the Subscriber insofar as the subrogation could have been exercised.

LIMITATION PERIOD APPLYING TO ACTIONS DERIVING FROM THE INSURANCE CONTRACT

The provisions governing the period of limitation for bringing action deriving from the insurance contract are laid down by Articles L 114-1 to L 114-3 of the French Insurance Code, as quoted below:

Article L 114-1 of the French Insurance Code:

Any action deriving from an insurance contract is barred by limitation two years after the event giving rise to the claim. However, this period of limitation applies:

- 1 In the event of reticence/concealment, omission, misrepresentation or inaccurate declaration of the risk incurred, only from the date on which the Insurer became aware of the said risk;
2. In the event of a claim, as from the date on which the interested parties became aware of it, if they prove they were unaware of it prior to that date.

When the action brought by the Insured Party against the Insurer is caused by third-party recourse, the period of limitation starts only from the date on which the third party takes legal action against the Insured Party or has received compensation from the Subscriber. The period of limitation is extended to 10 years in life insurance contracts when the beneficiary is a person other than the Subscriber, and, in insurance contracts for personal accidents, when the beneficiaries are the successors in title of the deceased Insured Person.

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

Article L 114-2 of the French Insurance Code:

The limitation period may be interrupted by any of the ordinary causes for interruption thereof, and by appointment of loss adjusters further to a claim. The limitation period may also be interrupted if the insurer sends the insured person a registered letter with acknowledgement of receipt demanding payment of the premium, or if the insured person sends such a letter to the insurer demanding payment of compensation.

Article L 114-3 of the French Insurance Code:

By way of derogation from Article 2254 of the French Civil Code, the parties to the insurance contract may not, even by common accord, either change the limitation period or add causes for the suspension or interruption thereof.

Additional information:

The ordinary causes for interruption of the period of limitation referred to in Article L 114-2 of the French Insurance Code are stated in Articles 2240 to 2246 of the French Civil Code, which are quoted below.

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 period of limitation.

Article 2241 of the French Civil Code:

Instigating legal proceedings, even summary proceedings, interrupts the period of limitation as well as the debarment period.

The same applies when the matter is brought before an incompetent jurisdiction, or when referral to the said court is nullified due to 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 definitively dismissed.

Article 2244 of the French Civil Code:

The period of limitation or the debarment period is also interrupted by protective measures being taken pursuant to the French Code of Civil Enforcement Procedures, or by an enforcement being ordered.

Article 2245 of the French Civil Code:

One of the jointly and severally liable obligors being summoned or notified through legal proceedings or through an enforcement order, or recognition by the obligor of the right of the person against whom the obligor could claim inaction interrupts the limitation period against all the others, even against their heirs. Conversely, one of the heirs of a jointly and severally liable obligor being summoned or notified, or that heir recognizing such a right, does not interrupt the limitation period with regard to the other co-heirs, even for mortgaged debt, if the obligation is divisible. Such summons/notification or such recognition interrupts the limitation period with regard to the other co-obligors 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-obligors, the summons or notification needs to be made to all of the heirs of the deceased obligor, or all of the heirs need to recognize the right.

Article 2246 of the French Civil Code:

Summons served to the main obligee, or the main obligee recognizing the right in question, interrupts the period of limitation for bringing action against the guarantor.

To consult any updates to the aforementioned provisions, please visit the official website at www.legifrance.gouv.fr.

COURTS OF COMPETENT JURISDICTION – GOVERNING LAW

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

Any legal proceedings relative to this policy come under the sole jurisdiction of the French courts. However, if you are domiciled in the Principality of Monaco, the Monaco Courts shall have sole jurisdiction for disputes between you and us.

SANCTIONS IN THE EVENT OF FALSE DECLARATION

Any deliberate false statement, omission or inaccurate statement of the risk or new circumstances resulting in either increasing the risks or creating new ones will incur the following penalties provided for by the French Insurance Code.

Nullity of your contract in the event of an intentional false statement (article 113-8 of the French Insurance Code). In which case, we retain the premiums you have already paid. Furthermore, by way of compensation, we are entitled to demand payment of all the insurance premiums due until the main term of the contract. You must also reimburse any indemnities paid out for claims made under your policy.

If it is not deliberate (article 113-9 of the French Insurance Code), you incur:

- **an increase in your premium or the termination of your policy if it is detected before any loss event,**
- **a reduction in your indemnities, if it is detected after a loss event. The reduction equals the difference between the premium actually paid and the premium that would have been paid had the statement reflected reality.**

LANGUAGE USED

The French language shall be used in all pre-contractual and contractual relations.

The controls that we are legally required to conduct in respect of money laundering and the funding of terrorism, particularly with regards to cross-border capital transfers, may require us to ask you at any time for explanations or supporting documents, even in connection with the purchase of the insured goods. Pursuant to the French Data Protection Law of 6 January 1978 as amended by the French Law of 6 August 2004, and pursuant to the French Monetary and Financial Code, you are entitled to access your personal data by sending a letter to the French Data Protection Authority (CNIL).

LIMITS OF ASSISTANCE ACTIONS

Assistance acts in compliance with national and international laws and regulations and its services are subject to the necessary approval being obtained from the competent administrative authorities.

Moreover, the Assistance cannot be held liable for delays or hindrances to the performance of the agreed upon services as a result of force majeure, or events such as strikes, riots, popular movements, restrictions to the free circulation of people and goods, sabotage, acts of terrorism, civil or foreign wars, notable political instability, reprisals, embargoes, economic sanctions (summary of restrictive measures by country is available on the website of the French Ministry for the Economy and Finance: <https://www.tresor.economie.gouv.fr/sanctions-financieres-internationales>), the consequential effects of a radioactive source, natural disasters or any other exceptional circumstances.

We will nevertheless endeavor to do everything possible to assist the Insured Person.

Information for each country is also available in the "Advice for travelers" section on the website of the French Ministry for Foreign Affairs and International Development: <http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/conseils-par-pays/>.

The organization by the Insured Person or his entourage of one of the Assistance services subject of the present policy can give rise to refunding only if the Assistance was warned and clearly agreed to. The costs incurred will be reimbursed upon presentation of the original receipts, within the limits of the costs that the Assistance would have incurred to organize the service.

Benefits that have not been requested in advance and / or that have not been organized by the services of the Assistance, do not give right to reimbursement or compensation whatsoever.

The responsibility of the Assistance only concerns the services performed in application of the policy. **The Assistance will not be held responsible for:**

- acts performed by the service providers intervening with the Insured Person in their own name and under their own responsibility;

non-performance or improper performance of their contractual obligations resulting from a case of force majeure.

→ Repatriation Assistance

Effective date	Cover expires
Repatriation assistance: the scheduled departure day	Repatriation assistance: the scheduled return day

If you find yourself in any of the aforementioned situations, and pursuant to the General and Supplementary Provisions of your contract, we provide the described services on receiving a telephone call (reverse charge call accepted from abroad).

In any event, the decision to provide assistance and the choice of the appropriate means lies exclusively with our doctor, after the latter has contacted the local doctor and possibly the family of the beneficiary. Only the medical interest of the beneficiary and compliance with the applicable health regulations are taken into consideration when making the transport decision, choosing the means for such transport, and choosing the location in the event of hospitalization.

Under no circumstances do we act in place of the local emergency services.

WHAT DO WE COVER?

Repatriation or medical transport

If you fall ill (including following an Epidemic or Pandemic) or are injured and your state of health requires you to be transferred, we organize and bear the cost of repatriating you to your home or to the hospital closest to your home that is best suited to your state of health.

Depending on the seriousness of the case, repatriation or transport takes place under medical supervision, if necessary, using the most appropriate of the following means:

- special medical aircraft
- regular airliner, train, sleeper train, ship, ambulance

Accompaniment during repatriation or medical transport

If you are transported under the above conditions, we organize and bear the additional costs of transporting a person who is insured under this contract and who is accompanying you, if the tickets purchased for his/her return cannot be used due to you being repatriated.

Presence in the event of hospitalization

If you are hospitalized and your state of health prevents you from being repatriated for 5 days, we organize and bear the costs of transporting a member of your family or a designated person who was not travelling with you and is in your country of residence in order for them to visit you.

We also meet the cost of hotel accommodation for that person up to the amount stated in the schedule of cover.

Extended hotel stay

If your state of health does not justify hospitalization or medical transport, and if you cannot make the homeward journey on the initially scheduled date (including following an Epidemic or Pandemic) we bear your additional hotel stay costs and those of a person who is insured under this contract and who is accompanying you, up to the amount stated in the schedule of cover.

As soon as your state of health permits, we organize and bear the additional costs of transporting you and, where applicable, one insured person who has remained with you, if the tickets purchased for your and his/her return cannot be used due to that event.

Additional reimbursement of emergency medical and hospitalization expenses abroad

After reimbursement by Social Security or by any other welfare or health insurance body, we reimburse the expenses that remain to be borne by you (including following an Epidemic or Pandemic) up to the amount indicated in the Schedule of cover.

In the event that Social Security does not reimburse any part of those expenses, we cover you from the first euro up to the amount indicated in the Schedule of cover.

We also, under the same conditions, bear the costs of minor dental treatment up to the amount stated in the Schedule of cover.

Transportation of the corpse in the event of death (including when the death is related to an Epidemic or Pandemic)

We organize and cover the cost of transporting the corpse from the place at which it is placed in the coffin, in Metropolitan France or abroad, to the place of burial.

We also bear the costs of the ancillary expenses necessary for the transport, including the cost of the coffin, and enabling the transport to take place, up to the amount indicated in the table of sums insured. The costs for the ceremony, ancillaries, burial, or cremation are borne by the families.

We organize and bear the additional costs of transporting members of your family who are insured or a person who is insured under this contract and is accompanying you, if the tickets purchased for their return cannot be used due to this repatriation.

Early return

Should you have to interrupt your trip early under any of the circumstances listed below, we meet the additional costs of transporting you and the person who is insured under this contract and who is accompanying you, if the tickets purchased for your and their return cannot be used due to this event.

We intervene under the following circumstances:

- serious illness, serious accident with injury leading to hospitalization (over 5 days long) or death of a member of your family,
- premature birth of your child,
- attack or personal assault against you,
- terror attacks or acts of terrorism, or in the event of natural disasters occurring within a radius of 100 km of your place of residence, only if the authorities of your home country advise you to leave your home;
- serious property damage making it absolutely necessary for you to be present and affecting your home in your home country or your business premises following a burglary, a fire, or water damage.

We subsequently bear the cost of your travel ticket back to your country of residence.

Payment of search or rescue expenses

We bear the costs of sea or mountain search and rescue following an event endangering your life, up to the amount stated in the limit of cover table.

Only the expenses invoiced by a company duly approved for such activities may be reimbursed.

Sending out medicines abroad

We take all necessary measures to find and dispatch medicines essential to continue ongoing medical treatment as prescribed by a doctor, if you no longer have the medicine with you further to an unforeseeable event and you are unable to procure it or an equivalent medicine locally.

You bear the cost of such medicine under all circumstances.

Advance of medical expenses

If you are not in your country of residence and are not in a position to pay your medical expenses further to hospitalization due to an illness (including an Epidemic or Pandemic) or to an accident with injury occurring during the period of cover, at your request we advance the said expenses up to the limits of our commitments. You will be asked to sign a letter of undertaking at your place of stay. This cover ceases as from the day on which we are able to repatriate you, or the day on which you are repatriated to your country of origin. You undertake to pay the sums advanced back to us as soon as possible, and within a maximum time limit of 30 days, and as soon as you or your family receives the reimbursement from Social Security or from any other welfare body.

Forwarding messages

We forward any messages intended for you when you cannot be reached directly, e.g. in the event of hospitalization.

Similarly, on being called by a member of your family, we can forward to them any message that you might have left for them.

Psychological counselling

We provide you with our listening and assistance support helpline up to the limits appearing in the table of the amounts of cover and of the excesses, in the event of major trauma following a covered "illness (including an Epidemic or Pandemic) or accident".

You need legal aid abroad

a) Payment of fees

Up to the amount stated in the schedule of cover, we bear the cost of the fees of legal representatives whose services you use, if proceedings are brought against you for unintentionally breaching the legislation of the foreign country in which you find yourself.

b) Advance of bail bond

If, in the event of an unintentional breach of the legislation of the country in which you find yourself, you are required by the authorities to pay bail, we advance such bail up to the amount stated in the schedule of cover.

This advance must be repaid within one month from presentation of our request for refund.

If the bail bond is repaid within that time limit by the authorities of the country, we must immediately be reimbursed.

Medical advice and information services

At your request, we can provide you with medical information and advice, 24/7. The information we provide is general.

On one or more medicinal products:

- generic
- side effects
- contraindications
- interactions with other medication.

In the following areas:

- vaccinations
- nutrition
- healthy lifestyle
- diet
- travel preparations.

The doctor's intervention is limited to objective information. The service is neither a personalized medical consultation over the phone nor an encouragement of self-medication. For such requests, we recommend consulting your usual physician.

Sending a substitute employee

If you are forced to prematurely curtail your trip (see Early Return), if you are repatriated (see Medical repatriation or transport) or if you are hospitalized locally (see Presence in the event of hospitalization), we bear the additional cost of transport of a stand-in member of staff to continue the mission, up to the amounts stated in the schedule of cover amounts.

WHAT EXCLUSIONS ARE SPECIFIC TO PERSONAL ASSISTANCE?

Under no circumstances may we act in place of the local emergency services.

In addition to the exclusions in the "WHAT GENERAL EXCLUSIONS APPLY TO ALL OUR COVER PACKAGES?", we do not cover:

- 1. convalescence and illness or accidents that are being treated and that are not consolidated at the date of the start of the trip;***
- 2. pre-existing illnesses diagnosed and/or treated and that have entailed hospitalization in the six months prior to the request for assistance;***
- 3. trips taken for diagnosis and/or treatment purposes;***

4. *pregnancies except when unforeseeable complications occur, and in any event pregnancies as from the 32nd week of pregnancy;*
5. *conditions resulting from absorbing alcohol, using drugs, narcotics and similar products not medically prescribed;*
6. *the consequences of attempted suicide;*
7. *For the cover of medical, surgical, pharmaceutical, or hospitalization expenses abroad:*
 - a. *costs further to an accidental bodily injury or medically corroborated illness before the cover takes effect, unless an established and unforeseeable complication occurs;*
 - b. *the cost of treating a medically corroborated pathological, physiological, or physical condition before the cover takes effect, unless an established and unforeseeable complication occurs;*
 - c. *the costs of internal prostheses or aids, be they optical, acoustic, functional, aesthetic or of other types, the costs incurred in Metropolitan France and in French overseas departments, regardless of whether or not they result from an accident or an illness occurring in France or abroad,*
 - d. *spa and rest home expenses, and physiotherapy expenses;*
 - e. *expenses incurred without our prior approval;*
 - f. *the consequences of intentionally breaching the regulations of the countries visited, or of engaging in activities prohibited by the authorities of those countries.*

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

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

From France: **01 42 99 02 46**

From abroad: **00 33 1 42 99 02 46**

A file reference will be immediately assigned and you will need to give us:

- your contract number
- your address and the telephone number where you can be reached

In order to be refunded of the expenses paid by the Member with the approval of AWP France, you must communicate to AWP France all the documents allowing to establish the merits of your request.

- by mail to the following address:

AWP France SAS
Service Relations Clientèle - RELAC01
7, rue Dora Maar
CS 60001
93488 SAINT-OUEN Cedex – France

- by phone, Monday to Friday from 9am to 5:30pm (Time zone of metropolitan France):
 - From France: **01 42 99 08 83**
 - From abroad: **00 33 1 42 99 08 83**

→ Individual accident

Effective date	Cover expires
Individual accident: on the scheduled day of departure	Individual accident: on the scheduled day of return

WHAT DO WE COVER?

We guarantee payment of the amounts of compensation stated in the limit of cover table in the event of accidental bodily injury suffered by you during your trip.

What is an accident with injury?

Any bodily harm that is unintended by you and that results from the sudden and unexpected action of an external cause.

HOW MUCH COMPENSATION DO WE PAY?

We pay the amount stated in the limit of cover table in the following cases:

- in the event of accidental death occurring immediately or if the death consequent upon the accident occurs within one year from the accident, the capital is payable to the beneficiaries whom you have designated, or, failing that, to your successors in title;
- in the event of permanent disability, you will receive the capital stated in the schedule of cover amounts adjusted by the degree of disability based on a disability percentage table you can obtain on request.

WHAT IS THE AGE LIMIT?

Only people aged over 16 and under 70 qualify for "Individual Accident" cover.

Disability percentage table

	RIGHT (1)	LEFT (1)
- Total loss of:		
. the arm	75 %	60 %
. the forearm or of the hand	65 %	55 %
. the thumb	20 %	18 %
. the index finger	16 %	14 %
. the middle finger	12 %	10 %
. the ring finger	10 %	8 %
. the little finger	8 %	6 %
. the thigh	60 %	
. the leg	50 %	
. both limbs	100 %	
. the foot	40 %	
. the big toe	5 %	
. the other toes	3 %	
. both eyes	100 %	
. visual acuity or of one eye	30 %	
- Total, incurable, and non-aidable deafness	40 %	
- Total, incurable, and non-aidable deafness in one ear	15 %	
- Total or incurable insanity	100 %	

(1) if it is medically established that you are left-handed, the disability rate for the right upper limb shall apply to the left upper limb and vice versa.

The disability rates not listed in the table are determined by comparing their seriousness to the cases listed above, irrespective of the victim's occupation.

The term "loss" means total amputation or total paralysis of the limb in question, or final and permanent ankylosis of all of the joints in the limb.

WHAT WE EXCLUDE

In addition to the exclusions in the “WHAT GENERAL EXCLUSIONS APPLY TO ALL OUR COVER PACKAGES?” we cannot provide cover in the following cases:

- 1. accidents with injury caused by blindness, paralysis, mental illnesses, as well as any diseases or infirmities existing at the time the contract was taken out;***
- 2. accidents with injury caused by using a motorcycle with a cubic capacity greater than 125 cc either as rider or as pillion passenger;***
- 3. accidents with injury resulting from any occupational activity;***
- 4. accidents with injury resulting from practicing certain sports, such as rock-climbing, mountaineering, competitive sledging, deep-sea diving with autonomous equipment, parachuting and all air sports including kite flying or any similar machine, potholing, as well as sports resulting from taking part in or training for official matches or sports competitions;***
- 5. accidents with injury caused by a transport firm not approved for public passenger transport;***
- 6. accidents with injury resulting from exercises carried out under military authority.***

HOW IS THE COMPENSATION CALCULATED?

The amount of the compensation may be set only after consolidation, i.e. after the date from which the after-effects of the accident have stabilized.

Compensatable permanent disability after an accident that has affected a limb or an organ already injured is equal to the difference between the disability rate determined on the basis of the above table and the disability rate existing prior to the accident.

If the accident with injury gives rise to more than one injury, the overall disability rate used to calculate the amount we pay is calculated by applying to the aforesaid rate the method used to determine the disability rate for an occupational accident.

In all cases, application of the disability percentage table assumes that the consequences of the accident are not aggravated by the effects of an earlier illness or infirmity and that the victim has undergone appropriate medical treatment after the accident. Otherwise, the disability rate applied for compensation is determined by considering the consequences that the accident would have had on a person previously in a normal physical state who has undergone appropriate medical treatment following the accident.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your claim notification must reach us within 5 business days, except in the event of unforeseeable circumstances or force majeure; if the aforementioned time limit is not respected and, as a result, we suffer harm, you lose any right to compensation.

Your declaration of loss should be accompanied by at least the following items:

- the initial doctor's certificate establishing the injuries**
- any statements by witnesses to the accident**
- the report or statement establishing the exact circumstances of occurrence of the accident**

During your treatment, you should allow our medical examiner to examine you in order to assess the consequences of the accident. You undertake to undergo the medical examinations he decides to carry out and to give us all the necessary information for examining your claim.

If you so desire, you may be accompanied by a doctor of your choice. In the event of disagreement on the causes either of the death or of the injuries, or on the compensatable consequences of the accident, we shall refer the matter to two claims adjusters, one chosen by you or by your assignees, the other chosen by us, with our respective rights being reserved. Should their opinions diverge, a third claims adjuster shall be appointed, either by mutual agreement, or by the Presiding Judge of the Regional Court



(Tribunal de Grande Instance) of your place of residence, ruling in summary proceedings.

Each of us bears the fees and expenses of their claims adjuster. The fees of the third appraiser shall be borne equally by both parties.

Send your claim notification by registered post to:

**AWP France SAS
Service Indemnisation Assurances
DOP01 - DOP01
7 rue Dora Maar
CS 60001
93488 SAINT-OUEN CEDEX, FRANCE**

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

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">• Management of the insurance contract (e.g. quotation, underwriting, claims processing)	<ul style="list-style-type: none">• 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.
<ul style="list-style-type: none">• Debt collection management	<ul style="list-style-type: none">• No
<ul style="list-style-type: none">• Fraud prevention and detection	<ul style="list-style-type: none">• No
<ul style="list-style-type: none">• Compliance with any legal requirement (tax, accounting and administrative obligations)	<ul style="list-style-type: none">• No
<ul style="list-style-type: none">• Redistribution of risks through reinsurance and co-insurance	<ul style="list-style-type: none">• No

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

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;
- 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

10 How often do we update this privacy statement?

We regularly review this privacy statement.

Contract n° : 304 262

**If you require assistance or repatriation,
contact AWP France (24h/7) :**

Tel : +33 1 42 99 02 46

(keep this with you during your trip)