

## ASIA AD & D

### Globe Partner Association 1<sup>st</sup> USD Accidental Death & Disability Scheme Summary of benefits

*As a member of the Globe Partner Association, you benefit from the "Life insurance" cover taken out by the Association with AWP Health & Life S.A. (joint stock company with a share capital of Euro 65,190,446 subject to the French insurance code, located Eurosquare 2, 7 rue Dora Maar, 93400 Saint Ouen, France – registration number 401 154 679 RCS Bobigny) under contract 080225/112.*

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

*The currency of ACS Asia Life Insurance Plans is US Dollar (USD or \$).*

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#### ASIA 1<sup>st</sup> USD AD & D Scheme



#### ACS – INSURANCE BROKERAGE COMPANY

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## 1/ General

### Affiliation

Members of the Globe Partner Association aged under 60 years can be affiliated.

Applicants must be insured under health policy 080225/512, 011767/001, 011767/002, 011767/005, 011767/006 et 011767/007 entered into between the Globe Partner Association and AWP Health & Life to be able to benefit from the cover of this policy.

When they join, applicants must fill in an individual application form comprising a questionnaire on their state of health by which they give their consent to the insurance, according to article L 132-2 of the Insurance Code, and identify the beneficiaries in the event of death.

The Insurer, if it deems necessary, may require medical formalities to be completed or may ask for any additional information.

The Insurer reserves the right, on seeing the aforementioned documents and information to limit cover or review the indicated premium or refuse the applicant membership.

The Insured commits for him/herself to be affiliated, from the time of acceptance by the Insurer, to December 31 of the current year.

Membership is then renewed from January 1 of each year by tacit renewal for twelve months, unless cancelled by one of the parties by registered mail not later than the preceding October 31.

Except in cases of concealment, omission or false or inexact declaration made in bad faith, the Insured, once accepted, may not be excluded from the Insurance against his/her will so long as he/she meets the conditions to benefit from it subject to the terms of article L 140-3 of the Insurance code.

### Effect of cover

When the agreement has taken effect, cover is effective for each Member who becomes an Insured person after review and acceptance by the Insurer of the medical questionnaire and subject to the payment of the first insurance premium installment, on the date specified on the Application Form.

The application form must specify:

- the affiliate's contact details,
- the affiliate's name and age,
- the date on which membership takes effect,
- the formula chosen with the appropriate age-dependent subscription,
- the gross annual salary,
- the designated beneficiary(ies).

However, under no circumstances may the cover start before the Member has paid the first installment.

### Renunciation

The Insured may renounce to the insurance contract within a period of 30 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).

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### Duration of cover

Once accepted for the Insurance, and subject to the penalties specified by the Insurance Code in the event of a false declaration, the Insured may not be excluded so long as he/she belongs to the personnel category to which the agreement applies.

All cover shall cease in all cases:

### For each Insured:

- in case of non-payment of the insurance premium in compliance with the corresponding provisions of the *Code des Assurances (Insurance code)*,
- at the age limits set for each area of cover,
- on the last day of the membership period,
- at the end of the calendar quarter following the date on which s/he is no longer a Member of the ACS Asia Plans 080225/512, 011767/001, 011767/002, 011767/005, 011767/006 et 011767/007,
- and no later than the date on which the old age pension becomes payable from the French social security scheme or from any collective retirement scheme.

### For all Insured persons:

- if policy 080225/112 agreed between the Globe Partner Association and AWP Health & Life is cancelled.

## 2/ Definitions

### Accident

Each time the cover or the amount of benefits relate thereto, "accident" shall be understood to mean **any unintended personal injury suffered by the Insured, arising from an abrupt, sudden or unexpected action of an external cause, to the exclusion of an acute or chronic illness.**

The proof of the accident is incumbent upon the beneficiary(ies) of the benefits and any classification of another body and particularly the French social security shall not be able to oppose the Insurer.

### Beneficiaries in the event of the Insured's death

The amount of cover in the event of death of the Insured becomes payable in order of preference:

- to the *Spouse* of the Insured if married and not legally separated,
- failing this, to the children of the Insured who have been born or are to be born, in equal shares, the share of the predeceased being transferred to their own children or to their brothers and sisters if there are no children,
- failing this, to the father and mother, in equal shares, or, to the survivor in the event of predecease,
- failing this, to the legal heirs.

At any time, the Insured may modify the above order and designate any individual or body corporate of their choice by notifying the Insurer by registered mail.

When the personal designation is null and void or absent, the above arrangement shall apply.

In the event of the death of an Insured person and of one or more designated beneficiaries in one and the same event without it being possible to determine the order of death or when the beneficiary dying after the Insured has not had the time to accept the benefit of the capital, the Insured is presumed to have survived for the determination of beneficiaries of the lump sum.

### Spouse/Civil Union Partner

The spouse not legally separated from the Covered Person, or his/her registered civil union partner (PACS or local equivalent), or cohabiting partner, as registered with the appropriate regulatory authority.

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## 3/ Cover

### Choice of cover

This policy pays a lump sum in the event of death or total and irreversible disability of the Insured (Death), and an additional lump sum in the event of accidental death or of total and irreversible disability due to an accident (Accidental Death), depending on the Insured's choice between three levels: Death benefits for an insured sum of 25.000 USD, Death benefits for an insured sum of 50.000 USD or Death benefits for an insured sum of 100.000 USD.

As an option, it may be supplemented by the payment of a daily allowance and a disability income, depending on the Insured's choice between three levels: Daily benefits for an insured sum of 25 USD/day, Daily benefits for an insured sum of 50 USD/day or Daily benefits for an insured sum of 100 USD/day.

The chosen levels do not necessarily have to be the same for the Death and Daily Allowance/Disability Income covers. In no circumstances can the Daily Allowance - Disability Income formula be taken on its own.

### Choice of level

The choice is made by the Insured on joining. He or she may modify it later:

- starting from January 1st,
- in the event of a change of situation or family dependents if the Insured's request reaches the Insurer no more than two months after the change.

### Lump sum payment on death or total and irreversible disability

If the Insured dies before his/her 65th birthday, the designated beneficiary(ies) receives a lump sum as set out below, depending on the chosen formula.

**The lump sum that is paid shall not exceed twice the Insured's gross annual income.**

However, this lump sum is paid in advance to the Insured him/herself in the event of total and irreversible disability that occurs before the Insured's 65th birthday.

**The Insured is considered to have a total and irreversible disability** when he/she is recognized by the Insurer to have a degree of disability that reduces his/her ability to work or to earn by at least two thirds, that is to say to be incapable of earning, in any occupation, a salary greater than a third of the normal income received in the same region by workers of the same category, in the occupation held before the date that work stops due to the disability or the date that the disability is medically certified if the latter results from the premature ageing of the body, and be obliged to have assistance from a third person to carry out the acts of everyday life, that is: to feed themselves, dress, wash, be continent, move around (from a bed to a chair, and inside in single storey buildings).

The date when the total and irreversible disability occurs is set as the date of such notification by the Insurer.

**When the lump sum is paid in advance, the Insured shall no longer receive the death cover.**

### Benefits

Lump sum payment on death or total and irreversible disability	Sum insured		
	USD 25 000	USD 50 000	USD 100 000

**Additional lump sum in the event of accidental death or total and irreversible disability due to an accident.**

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When the Insured dies as a result of an accident, **providing however that death occurs, no more than one year after the date of the accident**, an additional lump sum, the amount of which is set out below depending on the chosen formula, is paid to the designated beneficiary(ies).

This lump sum is paid in advance to the Insured him/herself if, before the Insured's 65th birthday and within three years following the date of the accident occurring as specified above, he/she is recognized by the Insurer to be suffering from a total and irreversible disability, as defined in the above cover.

To receive benefits, any accident likely to result in the early payment of the lump sum must be declared within six months of occurring.

**When this lump sum has been paid in advance, the Insured no longer receives the accidental death cover.**

## Benefits

Additional lump sum in the event of accidental death or total and irreversible disability due to an accident.	Sum insured		
	SD 25 000	USD 50 000	USD 100 000

## Daily Allowances and Disability Income

### Common rules

#### Purpose

The purpose of the cover is to provide benefits in the event of a total inability to work or the disability of an Insured person, due to an illness or accident recognized by the Insurer. These benefits are of an allowance nature.

Cover includes the payment of:

- daily allowances in the event of stopping work totally,
- a disability income if the Insured is totally or partially physically or mentally incapable of doing a job normally.

The Insured must be in paid work to be able to benefit from this cover.

**In no circumstances can daily allowances and disability income be paid simultaneously.**

### Excess period

Entitlement to the benefits takes effect after an excess period set at 90 days or 180 days depending on the choice made by the Insured. This period begins to run on the first day of each work stoppage; it consists of an uninterrupted sequence of days of total incapacity to work.

### Declaration deadline

The Insurer must be notified of the Insured's stopping work before the end of the excess period and, at the latest, within three months of the date of stopping work if the excess period is more than three months. The Insured, through the Association, shall supply the supporting documents specified in the information leaflet.

Stopping work is considered to occur on the day of the declaration if the latter occurs after this period but before the sixth month.

**Except in cases of force majeure, illnesses or accidents that are not declared within six months of stopping work will be exempt from cover and therefore not qualify for an allowance.**

### Calculation

**The total of the amounts paid by the Insurer, French social security, the employer, any other social protection or insurance body covering a replacement level and, where appropriate, of all those sums paid for work or corresponding to a substitute income shall not exceed:**

- in the event of incapacity without termination of the job contract, **70% of the Insured's declared salary on the day before stopping work and revalued on the day of the event giving rise to determination or to a new calculation of the amount of benefit,**
- in the event of disability and, in all cases, after termination of the job contract, **70% of the Insured's declared salary on the day before stopping work and revalued as above.**

**For any amount in excess of this sum the Insurer's benefit shall be reduced by the same amount.**

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## The Insurer's assessment of declared claims

In all circumstances, the Insurer reserves the right to assess, via a medical examination, the justification for the incapacity or disability of the Insured.

## Daily Allowances

### Payment

If an Insured person stops work due to total incapacity, recognized by the Insurer and occurring before the Insured's 65th birthday, the Insurer shall pay the Insured the amount of daily allowances as set out below depending on the chosen formula.

**Maternity leave does not give entitlement to the payment of daily allowances.**

### Daily allowances cease to be payable:

- if the Insured begins work full time, or if it is established by the Insurer that the Insured is capable of resuming paid work on a full time basis,
- or on the 731st day following the date of stopping work, the disability income then being able to be allocated to the Insured according to the terms of this policy,
- or on the date when the Insurer or a French social security scheme pays a disability income, an incapacity income or an old age pension of a basic scheme,
- or on the death of the Insured,
- or, at the latest, at the end of the calendar quarter of the Insured's 65th birthday.

### Amount

The amount of daily allowances is set out below according to the chosen formula. **The amount paid by the Insurer, French social security, the employer or any other social protection or insurance body may not in any circumstances exceed 70% of the Insured's declared salary.**

The daily allowances are reduced by half if there is a part-time resumption of paid work or when the Insured is capable of resuming paid work part time.

Daily Allowances (whatever excess period)	Sum insured		
	USD 25	USD 50	USD 100

## Relapse

If the Insured resumes work and stops work again before two months for the same reason that is recognized as such by the Insurer, payment of benefits may resume on the same basis, without the excess period being applied, provided that Membership of the Association is still in effect.

## Disability Income

### Payment

If, before the Insured's 60th birthday, he/she has suffered total or partial permanent disability, the Insured is entitled to the payment of a disability income.

The state of disability, assessed by the Insurer taking account of the remaining ability to work, the general state of health, the age and the physical and mental faculties of the Insured, and his/her aptitudes and occupational training, must reduce by at least two thirds the Insured's ability to work or earn, that is to say make the Insured incapable of earning, in any occupation, a salary greater than a third of the normal payment received in the same region by workers of the same category, in the occupation that the Insured was in before stopping work followed by disability or the date of the medical disability report if the latter results from premature ageing of the body.

The income is paid to the Insured by calendar quarter in arrears. No fraction of income shall be payable for the calendar quarter during which the Insured dies.

It shall cease to be payable in one or other of the following cases:

- if the state of disability of the Insured does not satisfy the above conditions,
- or the date of allocation by a basic old age pension scheme,
- or the death of the Insured,

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- or, at the latest, at the end of the calendar quarter of the Insured's 60th birthday.

### Amount

The initial amount of benefit is determined as follows, depending on the amount of daily allowance chosen, and revalued on the date of disability, when the Insured suffers a disability whose degree "n" is greater than 66%.

The benefit then equals the amount set out below. **The amount paid by the Insurer, French social security, the employer, or any other social protection or insurance body may in no circumstances exceed 70% of the Insured's declared salary.**

	Sum insured
Annual Disability Income	Amount of the Daily Allowances chosen x 365

The payment of this income ceases, in all circumstances, if the rate "n" of disability falls to 66% or below, on the date on which a pension from a retirement scheme becomes payable or the date of the Insured's death.

### This quarterly income is paid:

- at half rate if the rate "n" of disability is more than 66% and the Insured can carry out a reduced occupational activity,
- at the full rate if the rate "n" of disability is more than 66% and the Insured cannot carry out any occupational activity.

The degree "n" of disability is determined as follows and is fixed by assessment.

**The Insurers appoint a doctor to assess the degree of disability of the Insured who may then be attended by his own doctor.**

**In the event of disagreement between the Insured's doctor and the Insurer's doctor, the case will be put to arbitration as specified above.**

The disability giving entitlement to the payment of benefits is assessed according to:

- functional incapacity,
- occupational incapacity.

Functional incapacity is set from 0 to 100% with no consideration being given to the occupational situation.

Occupational incapacity is assessed from 0 to 100% according to the nature of the functional incapacity, relative to the profession being carried out, taking account of how it was carried out prior to the illness or accident, normal conditions of carrying on the occupation and the remaining possibilities of carrying on, with no account being taken of the resources of the interested person.

**The table below indicates the rates resulting from the various degrees of incapacity, both functional and occupational.**

Degree of occupational incapacity	Degree of functional incapacity								
	20	30	40	50	60	70	80	90	100
10	-	-	-	29,24	33,02	36,59	40,00	43,27	46,42
20	-	-	31,75	36,94	41,60	46,10	50,40	54,51	58,48
30	-	30,00	36,54	42,17	47,62	52,78	57,69	62,40	66,94
40	25,20	33,02	40,00	46,62	52,42	58,09	63,50	68,68	73,68
50	27,14	35,57	43,09	50,00	56,46	62,57	68,40	73,99	79,37
60	28,85	37,80	45,79	53,13	60,00	66,49	72,69	78,62	84,34
70	30,37	39,79	48,20	55,93	63,16	70,00	76,52	82,79	88,79
80	31,75	41,60	50,40	58,48	66,04	73,19	80,00	86,54	92,83
90	33,02	43,27	52,42	60,82	68,68	76,12	83,20	90,00	96,55
100	34,20	44,81	54,29	63,00	71,14	78,84	86,18	93,22	100,00

### Revaluation of incapacity - disability benefit

The initial amount of the daily allowances, the disability income and the benchmark payment of cover in the event of death is revalued, at the earliest, six months, day for day, after the Insured stops work, then, at the time of each change in the value of the AGIRC (Association Générale des Institutions de Retraite des Cadres) retirement point.

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The level of the successive revaluations is determined so that, the amount of the benefit and of the benchmark payment is increased, taking account of the revaluations already made, in the same proportion and on the same dates as the value of the aforementioned benchmark point to the value in effect on the date the Insured stopped work. However, in the event of ceasing to be a member or cancelling the cover from which the benefit arose, subsequent changes in the benchmark point cease to be taken into account; the level of the revaluations is held at the level reached on the date of termination or cancellation.

### **Holding of cover at the level reached in the event of inability to work or disability of an Insured person, including after cancellation of the policy.**

#### **Terms of application**

In the event of total incapacity to work or disability of an Insured person, the death cover, including the advance payment of the lump sum in the event of total and irreversible disability, are held for the Insured on the following terms, even after cancellation of this policy.

To be recognized as such, incapacity or disability must be of a type to provide entitlement to the daily allowances or the disability income specified above.

#### **Cover**

The cover maintained is that which is in force the day before the first day the Insured stops work.

#### **If this policy is cancelled, the amount of corresponding benefits is reduced by 50% if:**

- either the Insured receives from the Insurer the reduced daily allowances or a disability income for which the degree "n" of disability is more than 66% and the Insured can carry out a reduced occupational activity,
- or if it is established that the Insured who has stopped work as a result of an illness or an accident:
  - can resume work part time,
  - or, has a degree "n" of disability of more than 66% and can carry out a reduced occupational activity.

**Furthermore, the payment serving as a basis for calculating the benefit cover is determined taking account of the level of revaluations reached on the date of cancellation, no additional revaluation being allocated after this date.**

#### **Declaration**

So that the Insured can benefit from continued cover, work stoppages must be declared to the Insurer within six months of stopping work and, in all circumstances, in the event of cancellation, within three months of the date of cessation of this policy.

#### **Cessation**

Besides the cases specified by each item of cover, the cover that is maintained ceases on the date on which an old age pension is allocated from a basic scheme and, at the latest, on the Insured's 65th birthday.

It also ceases:

- as soon as the Insured's incapacity or disability is no longer such that it gives entitlement to the daily allowances or the disability income,
- as soon as six months have elapsed during which the Insured has not produced documentation justifying staying away from work.

## **4/ Medical examination and medical arbitration**

The doctors and representatives accredited by the Insurer have free access to the Insured in order to check the Insured's condition. Entitlement to benefits may be interrupted or reduced, as a result of the conclusions of the doctors and representatives accredited by the Insurer, irrespective of the decisions taken and the payments made by French Social Security or any other body.

On pain of suspension of payment of benefits, the Insured must provide all evidential documents and be open to any assessment or examination requested by the Insurer.

The decisions of the Insurer taken as a result of the conclusions of the consulting doctor are sent to the Insured by registered mail; the Insured may contest the accuracy thereof within ten days of their transmittal by means of a detailed medical attestation sent to the Insurer by registered mail.

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If there is disagreement on the Insured's state of health, a joint and open assessment may be carried out by the doctor chosen by the Insured and the doctor delegated by the Insurer.

If these two doctors cannot arrive at a consensus, they choose a medical arbitrator to decide between them.

If there is no agreement on his choice, the decision is made through legal process.

Each party bears the costs and fees of their doctor and half of those of the medical arbitrator.

## 5/ Formalities required in the event of a claim

### Declaration

No event can give entitlement to benefits unless it is declared, except in the case of force majeure, within the following deadlines:

- death, no later than six months after the date of death,
- total and irreversible disability, no later than six months after the day of notification by French Social Security of the Insured being classified as category 3 disabled or the date of effect of the income paid by Social Security, in the event of an accident at work, for 100% permanent incapacity with additional assistance of a third person,
- total and irreversible disability due to an accident, within the same deadlines as above and the accident must be declared within six months of occurring,
- stopping work, the work stoppage must be reported to the Insurer before the end of the excess period and, not later than three months after the date of stopping work if the excess period is more than three months. It is considered as happening on the day of the declaration if the latter occurs after this period but before the sixth month.

Except in cases of force majeure, illnesses or accidents that are not declared within six months following stopping work will not be covered and as such will not be reimbursed.

- disability, the allocation by French Social Security of a disability income or an incapacity income must be reported to the Insurer no later than three months after the date on which it takes effect.

### Documents required

#### In the event of death

- a medical certificate of natural death produced by the certifying doctor,
- a complete copy of the birth certificate,
- a photocopy of the family record book (livret de famille),
- a complete copy of the birth certificate of the beneficiary(ies),
- the last tax assessment,
- if the death occurs while off work, the French Social Security sheets specifying payment of daily allowances.

#### In the event of total and irreversible disability

- the French Social Security notification, either of category 3 disability classification, or of the allocation of income for an accident at work at the rate of 100% with increase for assistance of a third person,
- a photocopy of the family record book,
- the last tax assessment,
- if the total and irreversible disability occurs while off work, the sheets from French Social Security specifying payment of daily allowances.

#### In the event of a claim due to an accident

- in addition to the abovementioned documents, a photocopy of the police or gendarmerie report

#### In the event of stopping work

- the medical certificate duly completed by the treating doctor and sent to the Insurer's consulting doctor in an envelope marked "medically confidential" ("secret médical"),
- the last tax assessment for a possible exemption from "CSG",
- the notification, where appropriate, delivered by the ASSEDIC specifying the attribution of an allocation,
- as appropriate, the following documents issued by French Social Security:
  - notification of allocation of disability income,
  - each quarter thereafter, the documentation proving the payment of this benefit,
  - a photocopy of the payslips in the event of resuming work part time.

### ASIA 1<sup>st</sup> USD AD & D Scheme



**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

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## 6/ Exclusions

The following are excluded from all cover

### War risks

- The consequences of a civil or foreign war, insurrection, riot or popular movement, irrespective of where these events occur and irrespective of the protagonists, except if the Insured does not take an active part therein, or if the person is required to carry out a maintenance or supervision task in order to protect people or goods for the benefit of the Member.  
The Insurer however reserves the right to change its position on one or more specified territories subject to giving the Member fifteen days' notice.
- In addition, in the event of war in which France is a belligerent, no cover will be granted.

### Air risks

The consequences of an accident occurring while the Insured is participating in air competitions, demonstrations, aerobatics, acrobatics, raids, record attempts, flights in prototypes, test flights, jumps made with non-homologated parachutes and military air crew activities.

Furthermore, the consequences of air accidents are covered only if:

- the aircraft used is airworthy according to the regulatory technical requirements and has a valid airworthiness certificate (or an official pass),
- the members of the crew (of which the Insured may form part) are holders of diplomas, licences and qualifications that are currently valid and required for the functions they perform on board, taking account of the aircraft used and the nature of the flight, and provided with special authorizations when necessary,
- the aircraft used has received the official approvals, that are still valid, allowing it to carry passengers.

### Other risks

- the suicide of the Insured before a continuous year of membership,  
However, suicide is covered if, because of the Insured's membership of this policy and, prior to another mandatory membership Group Insurance Policy, the Insured has completed a continuous year of insurance on the date of the suicide,
- the consequences of illness or accident due to the intended action of the Insured, intentional mutilation or a suicide attempt. However, this exclusion does not apply to the advance payment of the death lump sum in the event of total and irreversible disability resulting from a suicide attempt made after a continuous year of insurance for the Insured,
- the consequences of terrorist attacks or terrorist attack attempts, unless the Insured does not take an active part therein.

## 7/ Exclusions specific to the cover

### Lump sum in the event of total and irreversible disability

The disability that results from alcoholism or the use of narcotics or medical substances without or in excess of medical prescription.

### Additional lump sum in the event of accidental death or total and irreversible disability due to an accident.

#### Consequences:

- of a surgical operation required by an accident not covered by the insurance,

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- of alcoholism, manifest drunkenness or if it is revealed that, at the time of the accident, the Insured causing the accident had a blood alcohol level of 0.8 g or more per litre of blood or, in the event of a road traffic accident, at the rate characterizing the level of alcohol in the blood that falls foul of French legislation,
- of the use of narcotics or medical substances without or in excess of medical prescription,
- of participating in a duel, a crime, an intentional offence or a brawl, except in the case of legitimate defence and the assistance of a person in danger,
- of participation in all sports and competitions on a professional basis,
- of participation in military or police actions,
- of holding, possession or handling, by the Insured at the place of the accident, either of engines of war or of an illegally held weapon,
- of an act of belligerence or terrorism whether or not liability is claimed,
- of the Insured's participation in all competitions (and their trials) involving the use of motor vehicles or boats,
- of an accident resulting from the practice of bungee jumping and the Insured's use (including as a passenger) of hang-gliders, paragliders, motorized ultralight aircraft and of any other aircraft not approved for public transport,
- of claims resulting directly or indirectly from the meltdown of an atomic core,
- of the practice of any sporting activity carried out in clear breach of the safety rules defined by the public authorities so that the Insured could not be unaware of the risk.

## 8/ 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.

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#### **Additional information:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 9/ 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.

## 10/ Option of cancellation

### **If you took out your contract remotely:**

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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 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:

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- 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.

## 11/ 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.

## 12/ Data Protection

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

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

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

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

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

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

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

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

The Insurer will assess the corresponding requests under the scope of the Regulation, and will respond by justifying

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meeting the request or denial thereof.

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

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

**AWP Health & Life S.A.**

**Data Protection Officer**

**Eurosquare 2**

**7 rue Dora Maar**

**93400 Saint Ouen**

**France**

**Email:** [AWC.DataPrivacyOfficer@allianz.com](mailto:AWC.DataPrivacyOfficer@allianz.com)

## 13/ Mediation

### WHAT IS THE PROCEDURE FOR EXAMINING COMPLAINTS?

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

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

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

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

- appeal to the Insurance Mediator, whose contact details are as follows:

**LMA – TSA 50110 –  
75441 PARIS CEDEX 09 France,  
Email :** [www.mediation-assurance.org](http://www.mediation-assurance.org) ; or

- contact the insurer directly at the following address:

For AWP Health & Life:

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

This is without prejudice to other legal remedies.

### 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.

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## 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.

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

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

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## Annex : Privacy notice ACS

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

### Processing of personal data

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

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

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

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

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

### Transfer of personal data :

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

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

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

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

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## Your rights :

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

You may send a complaint:

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

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

## Data retention Duration :

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

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

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