

## EUROPAX

### Globe Partner Association Schengen Area Insurance Summary of Benefits

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

- *MGEN, 3-7 Square Max Hymans, 75648 Paris Cedex 15, registered under n° SIREN 775 685 399, and MGEN Vie, 3-7 Square Max Hymans, 75748 Paris Cedex 15, registered under number SIREN 441 922 002, regulated by the French Mutual Insurance Companies code, under the policy n° MGENIB1100438SAP for the Medical expenses, Assistance and Non accidental death benefits. MGEN and MGEN Vie outsource the coverage of assistance benefits to LLT Consulting, 18 quai Georges Simenon, 17 000, La Rochelle, simplified limited company registered RCS La Rochelle under n° 828 002 188 and operating under the name VYV International Assistance.*
- *Chubb European Group SE, La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie France, limited company with a capital of €896,176,662 €, governed by the French insurance code, registered RCS Nanterre under n° 450 327 374 – per the intermediary of VYV International Benefits, under the policy n° FRBOPA61610 for the Legal liability benefits.*

*The administration of these benefits is delegated to ACS, 153 rue de l'Université, 75007 Paris, simplified limited company with a capital of €150,000, insurance brokerage firm registered RCS Paris under n° 317 218 188, ORIAS n° 07 000 350. How the cover is applied and the details of the benefits to which you are entitled are set out in this leaflet.*

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

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## 1/ General provisions

### Eligibility – Enrolment

Members of the Globe Partner Association, under 70 years of age, who are travelling outside of their country of origin for stays of less than 90 days in the Schengen countries (Austria, Belgium, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland).

The Member must subscribe the initial contract before his departure in order to benefit from the guarantees.

### Commencement of cover

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

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

### Duration of cover

Coverage is according to the dates of travel mentioned on the contract which is delivered to you and up to a maximum of 90 days from the departure date.

For multiple entries Schengen visas, duration of cover is of 6 months or 1 year depending on the type of visa applied for. In both cases, stays in Schengen countries and related coverage are of a maximum of 90 days per semester.

Once admitted to insurance - and subject to the clauses of the French Insurance Code or the French Mutual Insurance Companies Code regarding false declaration -, the Insured cannot be excluded from the coverage as long as he fulfils the conditions.

Coverage shall end:

for each Insured:

- On the date of final return if the policy term is not complete,
- At the time of her/his repatriation to her/his usual country of residence,
- On the last day of her/his membership period, when she/he stops being a Member of the Globe Partner Association,
- In the event of judicial liquidation of the Insurer or the Globe Partner Association.

for the totality of the Insured, at the time of effectiveness of the cancellation, per risk, of the following contracts:

- group policy n° MGENIB1100438SAP between the Globe Partner Association and MGEN and MGEN Vie,
- group policy with optional membership n° FRBOPA61610 insured by Chubb European Group SE

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

### Modification or cancellation of the contract

Any modification in the dates or cancellation of the contract is possible if requested prior to the effective date of the contract:

- Modification in the dates is possible only once and in the limit of the running calendar year.



- In case of cancellation, the contract can only be reimbursed upon written evidence and a 20 euros penalty shall be deducted.

The contract is concluded for a fixed period of time and cannot be cancelled or reimbursed while in force.

### 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 or L.221-14 of the French Mutual Insurance Companies Code), premiums paid are kept by the Insurer, who is entitled, as a compensation, to the payment of all premiums due; in such a case, the 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 or L.221-15 of the French Mutual Insurance Companies Code)
- if the intentional misrepresentation, discovered after the claim, is not established, decrease of claim according to the ratio between the paid premium and the premium that should have been paid if the initial declaration had been consistent with the reality (L 113-9 of the French Insurance Code or L.221-15 of the French Mutual Insurance Companies Code).

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

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

## 2/ Definitions

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

**Accident:** any bodily harm not premeditated by the Insured and resulting from the sudden and unexpected effect from an external cause, **to the exclusion of an acute or chronic illness.**

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

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

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

**Country of origin:** the country in which your tax and legal domicile is located.

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



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

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

**Domicile:** domicile means the Insured's main and usual place of residence in his/her country of origin.

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

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

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

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

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

**Insurer:**

- *MGEN, 3-7 Square Max Hymans, 75648 Paris Cedex 15, registered under n° SIREN 775 685 399, and MGEN Vie, 3-7 Square Max Hymans, 75748 Paris Cedex 15, registered under number SIREN 441 922 002, regulated by the French Mutual Insurance Companies code, under the policy n° MGENIB1100438SAP for the Medical expenses, Assistance and Non accidental death benefits. MGEN and MGEN Vie outsource the coverage of assistance benefits to LLT Consulting, 18 quai Georges Simenon, 17 000, La Rochelle, simplified limited company registered RCS La Rochelle under n° 828 002 188 and operating under the name VYV International Assistance.*
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**Lapse:** loss of the Cover right for the Damage in question.

**Medical Expenses:** Medically-prescribed pharmaceutical, surgery, consultation and hospitalisation expenses required for diagnosing and treating an illness.

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

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

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

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

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



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

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

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

## 3/ Medical fees and death cover

### A/ Medical expenses benefits

#### Area of cover

Medical fees must be incurred in the countries of the Schengen area only.

Coverage consists of reimbursement, subject to the further exclusions, of medical fees incurred further to an accident or an emergency and which are recognized by the World Health Organization (WHO), notwithstanding the further exclusions.

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

#### Benefit amounts

Benefit amounts are equal to 100% of the medical expenses incurred up to a **maximum of 30,000 euros per period of coverage.**

There is a **deductible of 30 euros per period of coverage. Maximum limit for dental care is 92 euros per period of coverage.**

Benefits paid by the Insurer are complementary to benefits granted by a government plan or any other plan the Insured may be entitled to, in particular the benefits granted by the European health card.

#### Limit to real expenses

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

Coverage of the same nature contracted to other insurance companies apply up to the limit of each benefit whatever the date of subscription. Within this limit the beneficiary of the contract can obtain an additional indemnity joining details of reimbursement provided by the other companies. For application of the above mentioned clause, the limit of the amount of fees left to the Insured is indicated by the Insurer for every covered medical expense.

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

### B/ Death benefits

- Lump sum for non-accidental death:

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



### Excluded risks for accidental death and dismemberment benefits

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

### How to claim medical and death benefits

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

- Doctors,
- Hospitals,
- Other medical institutions,
- Care homes,
- Caregivers,
- Other personal insurance providers,
- Statutory health insurance bodies,
- Occupational insurance organisations and
- Official bodies

**In the event the members of the category of covered persons, including dependents, where applicable, as defined herein, explicitly reject concrete data collection in the context of claims processing or revoke consent the benefit may not become due if the Insurer is unable to determine whether and to what extent the Insurer is liable for payment of the claim.**

**The Insurer shall not otherwise be held liable by the Policyholder for the impossibility of performing the services under the present contract.**

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

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

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

### Requests for reimbursements of medical expenses:

For all requests for reimbursement you should send to:



**ACS**  
**CLAIMS DEPARTMENT (to the attention of the Medical Adviser)**  
**153, rue de l'Université – 75007 Paris, France**  
**Tel. 00 33 (0)1 40 47 91 00 - Fax. 00 33 (0)1 40 47 61 90**  
**e-mail : [servicemedical@acs-ami.com](mailto:servicemedical@acs-ami.com)**

the following documentary evidence:

your certificate number, original paid invoices from doctors and medical establishments, prescriptions for corresponding medicines and any medical document indicating the diagnosis;

**E-claiming :**

Claims not exceeding Euro 500, can be sent by e-mail at [servicemedical@acs-ami.com](mailto:servicemedical@acs-ami.com).

Please note that the Insurer may request the corresponding original documents during 2 years.

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

For costs of **hospitalization of more than 24 hours**, it is possible to obtain an undertaking to pay medical costs by contacting by email ACS beforehand, at [servicemedical@acs-ami.com](mailto:servicemedical@acs-ami.com).

For any **assistance request**, our MEDICAL ASSISTANCE is available **24 hours a day, Vyv International Assistance : [ops@vyv-ia.com](mailto:ops@vyv-ia.com) / 00 33 (0)5.86.85.00.50**).

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

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

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

If your insurance policy has been subscribed in the scope of a multiple entries Schengen visa, you shall justify the dates of coverage by addressing a photocopy of the travelling return ticket.

## 4/ Assistance cover

### Repatriation assistance

If you find yourself in one of the situations referred to hereinafter, we will implement the services described, in accordance with the general and special conditions of your contract, following a simple telephone call (reversed charge or collect call accepted from abroad).

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



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

## What do we cover?

### Repatriation/medical repatriation

We shall implement and cover the fees related to your repatriation to the nearest national airport to your domicile in your country of origin if, during your stay in a Schengen country, you happen to suffer from a disease or are victim of an accident covered by the contract which requires you to interrupt your stay. The choice of transportation shall depend on your medical condition.

### **PRIOR APPROVAL FROM OUR COMPANY OR MEDICAL DEPARTMENT IS REQUIRED FOR ANY REQUEST OF ASSISTANCE.**

In case of non-respect of this provision, we are entitled to deny your claim.

### Repatriation of mortal remains

In case of death consequent to an insured event during your stay in a Schengen country, we will implement and pay for the fees of the repatriation of the body from the place where the body was placed in the coffin to the nearest international airport to your domicile in your country of origin.

### Funeral expenses

We also cover the ancillary costs necessary for transport, including the cost of the coffin, allowing transport, up to the amount indicated in the table of benefits. The costs of the ceremony, accessories, burial or cremation remain the responsibility of the families.

### Accompanying person during repatriation, medical repatriation or repatriation of mortal remains

If you have to be evacuated as above mentioned, we organise and cover additional fees for the transportation of the insured members of your family or an insured person of this contract who is accompanying you, if the transportation tickets for the return trip cannot be used during your repatriation.

### Searching and rescue fees

We are covering up to the limit mentioned in the table of benefits the searching and rescue fees at sea or in the mountain further to life threatening events. Only the expenses billed by a specialized company for these activities can be reimbursed.

## What are the exclusions of the Assistance cover?

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

- **pollution, natural disasters,**
  - **travel undertaken for the purpose of diagnosis and / or treatment,**
  - **voluntary non-observance of local legislation in visited countries or to practise of activities prohibited by local legislation,**
  - **the consequences of:**
    - **exposure to infectious biological agents,**
    - **exposure to chemical agents such as poison gas,**
    - **exposure to incapacitating agents,**
    - **exposure to radioactive agents,**
    - **exposure to nerve agents or agents with persistent neuro-toxic effects,**
- subject to quarantine or to preventive measures or to a specific surveillance or to recommendations from international sanitary authorities or from local sanitary authorities.**





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

We are not liable in case of default of providing assistance benefits consequent to *force majeure* or the following events:

War – foreign or not -, notorious political instability, demonstrations, riots, terrorist acts, reprisals, restrictions to free circulation of persons and goods, strikes, explosions, natural disasters, nuclear risks, nor in delays resulting from the same causes.

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

For all requests for assistance, you should contact us, 24/7 VYV International Assistance : [ops@vyv-ia.com](mailto:ops@vyv-ia.com) / 00 33 (0)5.86.85.00.50 in order to obtain our prior approval before taking any steps or incurring any expenses.

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

## 5/ Exclusions for medical fees and assistance cover

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

1. prostheses fees and medical aids,
2. thermal cure and convalescent home stays fees, rehabilitation fees,
3. expenses incurred without our prior approval,
4. travel undertaken for the purpose of diagnosis and / or treatment,
5. medical and surgical fees which may be delayed,
6. states of pregnancy unless unforeseen complications, and in any case from the 6th month of pregnancy,
7. consequences of an attempted suicide.

## 6/ Personal legal liability cover

### What do we cover?

We cover the financial consequences of personal legal liability that you might incur notably during traineeships/internships, as a result of personal injury and/or damage to property and the consequential losses therefrom, caused accidentally to anyone other than a member of your family, through an act on your part or on the parts of objects or animals for which you have the care, custody or control, up to the following amounts:

- cumulated personal injury, property damage, and consequential damage: **€4,575,00**
- damage to property and consequential damage only: **€76,000**
- entrusted objects during a period of internship: **€11,500**
- deductible per file: **€100**

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

### What do we exclude?

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

1. damage intentionally caused or provoked by you,
2. damage resulting from the use of land motor vehicles, sailing and motor boats, and air navigation appliances,
3. damage resulting from any professional activity,



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

### What are the limits of our cover?

Settlement – acknowledgement of liability

You should not accept any acknowledgement of liability, nor any settlement, without our prior and written agreement. However, simply acknowledging the materiality of certain facts is not considered to be an acknowledgement of liability, nor is the fact of having procured emergency help for a victim when this is an act of assistance that anyone would have a moral duty to provide.

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

### Proceedings

If legal action is taken against you, we will ensure your defence and will supervise the proceedings for the facts and damage which come within the scope of the contract herein.

However, you may join in the lawsuit as long as you can establish a separate interest that is not taken charge of pursuant to the contract herein.

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

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

### Redress

Insofar as the means of obtaining redress are concerned:

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

### Costs of proceedings

We will be liable for the costs of the proceedings, discharges and other settlement costs. However, if you are ordered to pay a sum in excess of that of the cover, each of us shall bear these costs in proportion to their respective share in the sentence.

### What are your obligations if an insured event occurs?

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



## 7/ Excluded risks for all benefits

Medical expenses are not reimbursed if consequent to the following events or situations:

1. expenses related to pre-existing conditions: consequent to accidents or illnesses which occurred prior to the effective date of the contract,
2. an illness or an accident based on the intentional act of the covered person, self-mutilation or attempt of suicide,
3. criminal proceedings against the Insured
4. accidents or diseases incurred during sport competitions organised by any sports federation, as well as any sport activities within a professional context and the consequences of practice of the following sports: mountaineering, rock-climbing, bobsleigh, skeleton, any air sport, jet ski, martial arts, off-piste winter sports,
5. participation of the insured in duel, bet, crime and offence, fights (except self-defence), strikes,
6. use of non-prescribed drugs,
7. consequences of an obvious state of alcoholism or drunkenness,
8. accidents caused by hurricane, earthquake, volcanic eruption or other disasters,
9. accidents or diseases resulting from the meltdown of an atomic core as well as insured events due to the effects of radiation caused by the artificial acceleration of particles,
10. terrorism, sabotage, war (whether civil or not), riots, demonstrations, according to article L121-8 of the French Insurance Code,
11. consequences of voluntary non-compliance with the regulations of the countries visited, or the practice of activities prohibited by the local authorities, and
12. the absence of random.

In addition, the Insurer shall not be liable for providing insurance (or reinsurance) coverage or for paying any claim or providing any benefit hereunder if such coverage, payment or benefit would subject the Insurer to any sanction, prohibition or restriction under United Nations resolutions relating to economic or trade sanctions, or under the laws and regulations of the European Union, the United States of America or any other jurisdiction.

## 8/ Basis of the insurance contract

This policy is governed by the French Mutual Insurance Companies Code for the Medical Expenses, Repatriation Assistance and Non-accidental death Covers, and by the French Insurance Code for the Legal liability Cover.

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

### SUBROGATION

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

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

The provisions relating to the time limit within which action stemming from the insurance contract may be taken are set out by **Articles L 114-1 to L 114-3 of the French Insurance Code and Articles L.221-11 to L.221-12-1 of the French Mutual Insurance Companies Code**, as reproduced below:



### **Article L 114-1 of the French Insurance Code and L.221-11 of the French Mutual Insurance Companies 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 and L.221-12 of the French Mutual Insurance Companies 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 and L.221-12-1 of the French Mutual Insurance Companies 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.

The time limit for action is interrupted by one of the ordinary causes for interruption of the time limit set out in Articles 2240 to 2246 of the French Civil Code, and by the appointment of experts following the occurrence of a risk.

The ordinary causes for interruption of the time limit for action provided by the French Civil Code are:

- Recognition by the obligee of the right of the person against whom the obligee could claim inaction (article 2240 of the French Civil Code),
- Instigating legal proceedings (articles 2241 to 2243 of the French Civil Code),
- 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 2244 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 (article 2245 of the French Civil Code).
- Summons or notification made to the main obligee, or the main obligee recognising the right in question for the time limit for taking action against the guarantor (article 2246 of the French Civil Code).

### **ANTI MONEY LAUNDERING**

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

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



### COURTS OF COMPETENT JURISDICTION – GOVERNING LAW

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

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

### LANGUAGE USED

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

### OPTION OF CANCELLATION

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

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

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

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

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

## 9/ Data Protection

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

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

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



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

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

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

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

## 10/ Mediation

### WHAT IS THE PROCEDURE FOR EXAMINING COMPLAINTS?

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

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

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

**CNPM - MÉDIATION – CONSOMMATION**  
**27 Avenue de la Libération 42400 SAINT-CHAMOND**  
**[www.cnpm-mediation-consommation.eu](http://www.cnpm-mediation-consommation.eu); or**

- For the benefits insured by Chubb European Group SE, appeal to the Insurance Mediator, whose contact details are as follows:

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



## 11/ Authority in charge of overseeing insurers and insurance brokers

**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.

## 12/ 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.

## 13/ Contact information

**For any assistance request, please contact 24/7:  
VYV International Assistance,  
00 33 (0)5.86.85.00.50  
[ops@vyv-ia.com](mailto:ops@vyv-ia.com)**

**For any question regarding coverage or claims, please contact:  
ACS,  
153 rue de l'Université – 75007 Paris - France  
Tel. 00 33 (0) 1 40 47 91 00  
Fax. 00 33 (0)1 40 47 61 90  
[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.***



## 14/ Table of benefits

<b>MEDICAL EXPENSES</b>	
Medical and hospitalisation expenses in Europe	€30 000 / Deductible: €30
Dental care	€92
<b>DEATH BENEFIT</b>	
Lump sum non-accidental death	€1 000
<b>REPATRIATION ASSISTANCE</b>	
Medical repatriation or transport	Actual expenses
Escort during medical repatriation or transport	Ticket
Repatriation of the corpse in case of death	Actual expenses
Funeral expenses required for transportation	€1 500
Search and rescue expenses	€1 500 per person and €4 000 per event
<b>CIVIL LIABILITY</b>	
Bodily damage	€4 575 000
Material damage	€76 000
Entrusted objects during a period of internship	€11 500
Deductible	€100





## 15/ Appendix: Medical claim form

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

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

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

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

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

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

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

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

The received treatment is related to:

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

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

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

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

Detail of the invoices related to medical expenses:

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

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

In case of reimbursement, I would like to receive:

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

EUROPAX

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**ACS – INSURANCE BROKERAGE COMPANY**

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

✉ [contact@acs-ami.com](mailto:contact@acs-ami.com)    🌐 [www.acs-ami.com](http://www.acs-ami.com)

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

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

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

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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.



## 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	5 years from the date of the termination of contract(if no claim) 5 years from the date of the termination of the insurance coverage
Contributions and premiums	5 years
Healthcare claims (illness/ accident medical expenses)	3 years from the date the claim is closed
Claims files in the event of Death, Total and Irreversible Loss of Autonomy, Incapacity, Disability	if the benefit has been paid: 10 years from the last date of payment if the benefit has not been paid in totality or partially to the beneficiary(ies) in the event of death of the Insured: 30 years from the date of the recognition of the death of the Insured by the company if the benefit could not be paid in total or partial due to the disappearance of absence of the Insured: 30 years from the date of recognition by the company of the determination of the disappearance or absence of the Insured
Permanent Partial Disability Due to Illness (PPDI)- Permanent Partial Disability Due to Accident Disability (PPDA)	if the benefit has been paid: 10 years from the last date of payment if not paid: 30 years

