

## Globe Partner Association

*As a member of the Globe Partner Association, you have chosen to enrol for the covers taken out by the Association with AWP Health & Life S.A. a joint stock company with a share capital of 65,190,446 Euros governed by the French Insurance Code, located Eurosquare 2, 7 rue Dora Maar, 93400 Saint Ouen, France – registered under number 401 154 679 at the Bobigny register of business and companies) under policy number 080225/604 with covers for "Medical Expenses" and "Accidental Death and Disability"; and AWP P&C, a joint stock company with a share capital of 17,287,285.00 Euros; located 7, rue Dora Maar - 93400 SAINT-OUEN; registered under number 519 490 080 with the Bobigny register of Business and Companies, a private business governed by the French Insurance Code, under contract number 304 254 for the "Assistance", "Civil Liability" and "Baggage" covers, hereinafter referred to as "the Insurer".*

*The "Medical Expenses", "Accidental Death and Disability", "Civil Liability" and "Baggage" covers are operated by: ACS, a simplified joint stock company with a share capital of € 150,000.00 registered with the Paris Register of Business and Companies under number 317 218 188 RCS PARIS, located 153, rue de l'Université –75007, Insurance brokerage company - ORIAS registration no. 07000350 - ([www.orias.fr](http://www.orias.fr)) (hereinafter referred to as "ACS").*

*The "Assistance" cover is operated by: Mutuaide Assistance, a joint stock company governed by the French Insurance Code, with a share capital of 9,590,040 Euros, located 8/14, avenue des Frères Lumière, 94368 Bry-sur-Marne Cedex, France, registered with the Créteil Register of Businesses under number 383 974 086. Mutuaide Assistance operates under the supervision of the ACPR [Autorité de Contrôle Prudentiel et de Résolution – the French Prudential and Resolution Supervisory Authority] 4 place de Budapest CS 92459 Paris Cedex 09 France, hereinafter referred to as "Mutuaide" or "the Assistance".*

*The practical arrangements of the implementation of the covers and the details of the benefits you are entitled to are defined in this document.*

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## 1/ General provisions

### Eligibility – Enrolment

Persons who are members of the Globe Partner Association, hold a WHV/IEC visa, and are travelling outside their usual country of residence are optionally eligible. The de facto spouse and children of the WHV/IEC visa holder are also eligible.

The Applicant must subscribe the initial contract before his departure in order to benefit from the guarantees. Its renewal (by taking out a new policy) will be accepted only if the next contract immediately follows the previous one without any interruption

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

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

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

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

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

### Commencement of cover

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

The GLOBE WHV/IEC travel insurance policy is concluded for a fixed term and it is not eligible for the renunciation right provided for in Article L 112-2-1 of the French Insurance Code.

### Duration of cover

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

The policy can be taken up for a period between 1 and 24 months maximum, in one or several policies, for so long as the Member has WHV/IEC status or is a de facto spouse. Any new enrolment will require the company's authorisation.

In any event, the covers end as follows:

#### For each Member:

- on the last day of her/his membership period, or on the date of final return if the policy term is not complete, or at the time of her/his repatriation to her/his usual country of residence;
- on the last day of the calendar quarter following the date when she/he stops being a member of the Globe Partner Association.

#### For all the Members:

- if policy 080225/604 between the Globe Partner Association and AWP Health & Life, or if policy 304 254 between the Globe Partner Association and AWP P&C is cancelled.



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

### **Modification or cancellation of the contract**

Any modification of date or cancellation of the contract can only be accepted if it was notified before the effective date of the contract and before the Member's departure from her/his usual country of residence.

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

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

The policy is agreed for a fixed period with no automatic renewal. It may not be cancelled or reimbursed during the period, except in cases of final return to the country of origin (excluding returns due to repatriation). In this case, if the policy has at least two full months left to run, the member may request a reimbursement for the unused months by sending by post a complete file containing an explanatory letter, a copy of the passport and visa, the original boarding card for the return trip, the airline ticket and the bank details for the account to which she/he wants the reimbursement to be credited. This file must be sent promptly after the Member has returned to her/his country of origin, to:

ACS – Reimbursement of contract – 153 rue de l'université 75007 Paris France

### **Sanctions in case of false declaration**

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

- the nullity of your contract in case of intentional misrepresentation (L 113-8 of French insurance code), premiums paid are kept by the Insurer, who is entitled, as a compensation, to the payment of all premiums due; in such a case, the Member will have to reimburse all the claims paid by the Insurer under the contract;
- if the intentional misrepresentation, discovered before any claim, is not established, premium increase or termination of the contract (L 113-9 of the French insurance code)
- 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).

## **2/ Definitions**

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

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

**Attack/Acts of terrorism:** Any act of violence constituting a criminal or illegal attack against people and/or property in the country in which you are staying, and whose purpose is to disturb public order seriously.

Such a "terror attack" should be identified as such by the French Foreign Ministry (Ministère des affaires étrangères français).

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

**Consequential intangible loss:** Any pecuniary loss resulting from the deprivation of enjoyment of a right, the interruption of a service rendered by a person or by movable or immovable property or lost profits, which directly results from a covered personal injury or property damage.

**Covered baggage/items:** Baggage and the contents thereof, including personal effects and valuables, belonging to the Member, brought for the travel/trip and/or acquired during said trip/travel. The cover operates only during the outward trip and the return trip.



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

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

**De facto spouse:** Two persons who can prove (joint bank account, lease and invoices) that they have lived under the same roof for at least 12 months are deemed de facto spouses.

**Dental fees further to an accident:** Treatment must be performed within 15 days following the date of the accident and consists of replacement of the sane and natural teeth which were lost or damaged.

**Emergency:** Term used in case of accident or commencement of a serious covered illness requiring urgent medical attention and treatment of the Member. 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.

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

**Europe:** "Europe" means the states of the European Union, Switzerland, Norway and the Principality of Monaco.

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

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

**French Insurance Code:** The compendium of the laws and regulations that govern the insurance policy.

**Home:** Your principal and usual place of residence in your usual country of residence, to the exception of *Countries not covered*.

**IEC (International Experience Canada):** A Canadian government programme to allow young persons from many countries to go and work in Canada for a few months thanks to various permits. Depending on their nationality, young persons can benefit from the Working Holiday Programme, the Young Professionals permit, International Co-op Internship permit and the Summer Jobs permit for students.

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

**Insurer:** AWP Health & Life S.A., joint stock company with a share capital of Euro 65,190,446 subject to the French insurance code, located at Eurosquare 2, 7 rue Dora Maar, 93400 Saint-Ouen, France, registration number 401 154 679 RCS Bobigny, under contract number 080225/604 for the health and accidental death and disability benefits, and AWP P&C, a joint stock company with a share capital of Euro 17,287,285, subject to the French insurance code, located 7, rue Dora Maar, 93400 Saint-Ouen, France, registration number 519 490 080 RCS Bobigny, which entrusts the implementation of the guarantees described below to AWP FRANCE SAS, Joint stock company with a share capital of Euro 7,584,076.86, registration number 490 381 753 RCS Bobigny, located 7 rue Dora Maar, 93400 Saint-Ouen, France, Insurance Brokerage Company - Registration ORIAS 07026669 - ([www.orias.fr](http://www.orias.fr)), under contract number 304 254, for the assistance and legal liability benefits.

**Insured event:** Any event that may trigger the application of a policy cover.

**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".

**Members of the immediate family:** The father, the mother, brothers and sisters and grandparents.

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

**Obsolescence (dilapidation):** Depreciation of the good's value caused by time, wear or its conditions of upkeep the day of the insured event. Unless the contract stipulates otherwise, the dilapidation applied to calculate the compensation due is 1% per month up to a maximum of 80% of the initial purchase price.

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

**Personal effects:** Only personal effects purchased less than 3 years ago are covered. The cover operates only during the outward trip and the return trip.

**Personal injury:** Any bodily injury suffered by a natural person and the losses resulting therefrom.

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

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

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

**Random:** An unintentional, unpredictable, irresistible and external event.

**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.

**Tourist stay:** A temporary stay in countries other than that of the WHV/IEC with a tourist visa.

**Transportation company:** any company duly licensed by public authorities for transporting passengers.

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

**WHV (Working Holiday Visa) – PVT (Programme Vacances-Travail) – VVT (Visa Vacances-Travail):** Temporary visas allowing their holders to travel to and work in foreign countries.



### 3/ Medical Expenses and Accidental Death & Disability benefits

#### Area of cover

The WHV/IEC destination selected by the Member at the time of enrolment.

The medical expenses cover also operates during tourist stays worldwide occurring during the validity of the WHV/IEC visa, with a limit of € 150,000.

Nevertheless, during a temporary return of the Member in her/his usual country of residence, medical expenses will be covered only within a limit of 30 days' stay and if they are due to an emergency, with an upper reimbursement limit of € 15,000 for 12 months of cover in one or more policies.

#### A/ Medical Expenses

The cover consists of reimbursing, subject to the exclusions provided below, medical expenses incurred as a result of an accident or illness recognised by French Social Security, and which it would cover.

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

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

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

There is no limit on the amount of the reimbursements in the WHV/IEC country, except as follows:

- Dental treatments
- If the Member has temporarily returned to her/his usual country of residence
- If the Member is on a tourist stay in a country other than that of her/his WHV/IEC.

#### Limited to actual costs

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

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

#### Excluded benefits from medical expenses

**It is hereby stated that costs not recognised by the French Social Security, as well as the benefits below are not covered under this policy:**

- 1. expenses incurred before or after the period of coverage;**
- 2. transportation fees of general practitioner which are not usually covered by the French Social Security;**
- 3. treatment and care prescribed by a non-qualified doctor or practitioner;**
- 4. medical fees for which the Member could have waited for the return to his / her country of residence**
- 5. medical expenses in the usual country of residence (except for a temporary return of less than 30 days);**
- 6. cosmetic treatment and surgery unless consecutive to an accident;**
- 7. congenital disabilities, hereditary diseases, and chronic diseases;**





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

#### Medical examination and arbitration

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

For accidents, the Member is required to send an official report to the Insurer detailing the circumstances of her/his accident.

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

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

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

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

#### B/ Accidental Death and Disability

- Lump sum for Accidental Death

When the death of the Member is the result of an accident (see definitions), provided however that it occurs, at the latest, one year after the date of the accident, a lump sum of €8,000 is paid.

- Permanent disability benefit further to an accident

When a Member is acknowledged as permanently disabled as a result of an accident that occurred prior to her/his 70<sup>th</sup> birthday, provided that such acknowledgement has occurred at the latest one year after the date of the accident, a lump sum is paid to her/him.



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

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

For Accidental Permanent Disability, the maximum amount paid to the Member is equal to €30,000.

### Risks excluded from the "Accidental Death and Disability" covers

1. Accidents caused by blindness, paralysis, mental illnesses, and all illnesses and disabilities pre-existing at the time of enrolment to the policy;
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 transportation company not authorized for the public transport of persons;
5. Accidents resulting from exercises performed under military authority.

#### ACCIDENTAL DEATH AND DISABILITY

Accidental death lump sum benefit	€ 8,000	
Permanent total disability following and accident lump sum benefit	€ 30,000	
Scale of disability :	Right*	Left*
Complete loss:		
of the arm	75%	60%
of the forearm or hand	65%	55%
of the thumb	20%	18%
of the index finger	16%	14%
of the middle finger	12%	10%
of the third finger	10%	8%
of the little finger	8%	6%
of the thigh	60%	
of the leg	50%	
of two limbs	100%	
of the foot	40%	
of the big toe	5%	
of the other toes	3%	
of both eyes	100%	
of sight of an eye	30%	
complete deafness, incurable and not treatable	40%	
complete deafness, incurable and not treatable in one ear	15%	
total or incurable insanity	100%	

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

### How to claim Medical, Accidental Death and Dismemberment expenses?

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

For hospitalisation, surgery, radiography or medical treatment, a request for prior agreement must be sent to the Insurer. A request for prior agreement consists of a medical report and a detailed estimate relating to the care for which the request for a prior agreement is made. In case of hospitalisation the Member can ask for a full acceptance of liability in order to prevent him to advance fees.

Requests for reimbursement of medical expenses:

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

**ACS**  
**CLAIMS DEPARTMENT (to the attention of the Medical Adviser)**  
**153, rue de l'Université – 75007 Paris, France**

with the supporting documents below, within the three months following the policy's expiry date:

- your certificate number, the originals of the doctors' and medical institutions' paid invoices, as well as the prescriptions mentioning the corresponding medicines and any medical document indicating the diagnosis;
- photocopies or duplicates of invoices will not be accepted.

#### **E-claiming:**

Claims **not exceeding Euro 500**, can be sent via our secure platform <https://clems.acs-ami.com>. Please note that the Insurer may request the corresponding original documents during 18 months following reimbursement for reasons of control and prevention of fraud.

In case of impossibility for the Member to provide original documents, at the request of the Insurer the Member 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 Member.

For **costs of hospitalisation above 24 hours**, it is possible to obtain a direct payment by contacting our Medical Assistance Department in Paris, which is available 24 hours a day (**see contact information, page 23**).

**The Insurer may request any other additional supporting documents it deems necessary.**

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

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

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



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

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

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

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

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



## 4/ Assistance benefits

### Coverage Zone

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

### Repatriation assistance

If you find yourself in one of the situations referred to below, we will implement the services described, upon receiving a simple phone call (reverse charges accepted from abroad) or an email, fax, or telegram.

#### **IMPORTANT**

**The decisions are solely taken in the medical interest of the Member, and exclusively by the Assistance doctors in agreement with the local attending doctors.**

**The Assistance doctors contact the local medical facilities and, if necessary, with the Member's general practitioner to gather the information needed to make the decisions best suited to her/his state of health.**

**The repatriation of the Member is decided on and managed by medical staff holding a legally recognized diploma in the country where said medical staff usually carries out their profession.**

**The medical interest of the Member and the observance of the health regulations in force are solely taken into account in making the decision to transport, choosing the transport means and choosing the place of hospitalisation, if any.**

**! Air transport is subject to obtaining the authorisations granted by the airline. The Assistance cannot be held liable for a delay or an impediment in the performance of the assistance benefits because of any restriction by an airline.**

**If the Member refuses to follow the decisions made by the medical department of the Assistance, she/he releases the Assistance from any liability for the consequences of such an initiative, in particular in case of return by her/his own means or aggravation of her/his state of health, and loses any right to benefits and compensation from the Assistance.**

**Furthermore, the Assistance cannot under any circumstances be a substitute for the local emergency rescue organisations, nor cover the costs thus incurred, with the exception of costs covered by the "Search and/or rescue costs".**

**The Member or her/his entourage must, in an emergency, first make direct contact with the local emergency services.**

### What do we cover?

#### Repatriation or medical transport

If the Member is ill (including following an Epidemic or Pandemic) or injured as a result of an insured event and that her/his state of health requires a transfer because the local medical infrastructure does not have the ability to provide the appropriate care, we will organise and pay for her/his transfer:

- either to the nearest competent hospital complex;
- or to the competent hospital complex nearest her/his home in her/his usual country of residence;
- or we will organise and pay for her/his repatriation to her/his home in her/his usual country of residence.

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

- special air ambulance;
- scheduled airliner, train, sleeping car, ship, ambulance.



#### Presence of a relative/friend when hospitalized

If you are hospitalised and your state of health means you cannot be repatriated within 7 days, we will organize and pay for the transport costs of a family member or designated person, who remains in your usual country of residence, to get to your bedside at the hospital. Here, hospitalisation means a stay of more than 24 consecutive hours in a public or private hospital, for an emergency procedure that was not scheduled, and which cannot be postponed.

We will also pay this person's hotel expenses up to the amount indicated in the benefits schedule and organise her/his return as soon as you leave the hospital.

This cover does not apply if you are already accompanied by a member of your family on site.

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

In the event of death following a covered event, we will organize and pay for the transport of the body from the place where it was placed in a coffin to the international airport nearest to your home address.

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

#### Early return

If you have to terminate your trip prematurely in the event of accidental death or death as a result of a sudden illness of a member of your immediate family (as defined under "Definitions"), we will cover your additional transportation costs on the basis of a round-trip economy class ticket, and those of your insured family members, if the tickets for your and their return trip cannot be used as a result of this event. The maximum duration of your stay must not exceed 21 days.

#### Payment of search costs

We will cover, up to the amount indicated in the schedule of benefits table, the costs of search at sea or in the mountains following an event putting your life in danger. Only costs invoiced by a company duly authorised for these activities will be reimbursed.

#### Advance of funds abroad

Following the theft or loss of your payment methods (credit card, chequebook, etc) or of your initial ticket, we will grant you a cash advance of up to the amount indicated in the schedule of benefits, subject to prior payment being made by a third party of an equivalent amount at Mutuaide's registered office.

#### Dispatch of medicines abroad

We will cover the costs of sending medicines that are essential to the continuation of an ongoing medical treatment prescribed by a doctor, if, having no more of these medicines following an unforeseen event, you are unable to procure these on the spot or get their equivalent. In any event, the cost of these medicines is to be paid by you.

#### Forwarding of messages

We take care of forwarding messages intended for you when you cannot be reached directly, eg in case of hospitalisation.

Similarly, we can forward, on receiving a call from a member of your family, a message that you have left for her/him.

#### Legal assistance abroad

##### a – Payment of fees

We will cover, up to the amount indicated in schedule of benefits, the fees of the legal representatives you retain, if you are prosecuted for an involuntary breach of the law of the foreign country in which you are located.

##### b – Advance of bail

If, for involuntary offenses against the laws of the country in which you are located, you are obliged by the authorities to post bail, we will advance it up to the amount indicated in the schedule of benefits.

This advance must be repaid within one month of the presentation of the repayment request that we send you.

If the bail is repaid before this time by the authorities of the country, it must be returned to us immediately.



### What are the limits applicable in case of force majeure?

We cannot be held responsible for any failure to provide the Assistance services as a result of force majeure or the following events:

Civil or foreign wars, characterised political instability, popular uprisings, riots, acts of terrorism, reprisals, restrictions on the free movement of persons and goods, strikes, explosions, natural disasters, disintegration of the atomic nucleus, nor delays in execution of the services resulting from these causes.

### What is excluded from the Assistance Cover?

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

1. unless otherwise stated in the guarantees, the consequences of an epidemic or a pandemic, pollution, natural disasters,
2. travel undertaken for the purpose of diagnosis and / or treatment,
3. states of pregnancy unless unforeseen complications, and in all cases from the 32nd week of pregnancy,
4. The consequences of wilful non-compliance with the regulations of the countries visited, or the practice of activities prohibited by local authorities
5. expenses not justified by original documents,
6. 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 your obligations if an insured event occurs?

For any assistance request, you must contact us, 24 hours a day, 7 days a week – see contact information page 23

**and obtain our prior agreement before taking any initiative or incurring any expense.**

When we have organised your transport or repatriation, you must return the original tickets to us, which become the property of AWP P&C.

### LIMITS TO THE ASSISTANCE INTERVENTIONS AND LIABILITY

Assistance is provided in accordance with national and international laws and regulations.

Its benefits are subject to obtaining the necessary authorisations from the competent administrative authorities.

**Furthermore, the Assistance is not liable for delays or impediments in the performance of the agreed assistance services, following force majeure or events such as strikes, riots, popular uprisings, restrictions on the free movement of goods and people, sabotage, terrorism, Civil or Foreign War, characterised political instability, reprisals, embargoes, economic sanctions (The summary of restrictive measures by country is available on the website of the French Ministry of the Economy and Foreign Affairs: <https://www.tresor.economie.gouv.fr/Ressources/sanctions-financieres-internationales>), consequences of the effects of a source of radioactivity, natural disasters or any other unforeseen occurrence.**

It will nevertheless endeavour to do everything possible to help the Member.

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

The organisation of any one of the assistance services under this cover by the Member or her/his entourage can only give rise to a reimbursement once the Assistance has been alerted and has given its explicit agreement.



The costs incurred will be reimbursed upon presentation of the supporting documents, up to the limit of those that the Assistance would have incurred to organise the service.

**Benefits that were not requested in advance and/or not organised by the departments of the Assistance, do not give the right to reimbursement or compensation.**

The responsibility of the Assistance only concerns the services that it performs in execution of the Policy. **It is not liable for:**

- **Acts performed by service providers attending the Member in their own name and under their own responsibility;**
- **the non-performance or poor performance of their contractual obligations resulting from force majeure.**

## 5/ Civil Liability

### What do we cover?

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

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

### What do we exclude?

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

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

### What are the limits of our cover?

#### Settlement - Acknowledgement of Liability

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

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

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





### Proceedings

If there is any legal action against you, we will provide your defence and direct the trial for the facts and damages falling under the covers of this policy. However, you may join our action, provided you can establish a separate interest not covered by this policy.

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

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

### Legal remedies

As regards legal remedies:

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

### Costs of proceedings

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

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

You may send your claim, either:

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

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

## 6/ Luggage

We cover, during the return trip only (initial departure and final return) not exceeding 48 hours and when under the responsibility of the transport company, your luggage, personal objects and effects taken with you or purchased during the trip, for:

- theft and loss;
- total or partial destruction;

The insured amount is indicated in the schedule of benefits and is the maximum reimbursement for all claims that occurred during the period of cover.

**Our reimbursements are complimentary to those done by the transport company.**

### **Baggage Cover Exclusions:**

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

- **The following circumstances:**



1. **theft, damage or loss, following the decision of an administrative authority or the prohibition to transport certain objects;**
2. **delays, damage or loss occurring on the occasion of a flight operated by a company on the black list established by the European Commission, irrespective of its origin and destination;**
3. **theft committed by the Member, her/his Spouse, ascendants and descendants, or with their complicity, or by the Member's staff in the performance of their duties;**
4. **thefts committed without breaking in, using fake keys;**
5. **theft of the Covered Items in a public space, in the absence of their continuous supervision by the Member;**
6. **theft of Covered Items placed under a tent;**
7. **losses other than those caused by the carrier listed under this cover, omissions, objects lost because of the Member or a Third Party;**
8. **damage to and loss of Valuables, of any kind whatsoever including during transport by a transportation company**
9. **damage resulting from an inherent defect in the Covered Item or its normal wear and tear;**
10. **damage to fragile objects, especially pottery and objects made of glass, porcelain or alabaster;**
11. **damage resulting from accidents involving smokers, scrapes, scratches or stains, the pouring of liquids, fats, dyes or corrosives, which are part of the insured luggage;**
12. **Consequential intangible loss;**
13. **damage resulting from a natural event such as an earthquake, volcanic eruption, tidal wave (or tsunami), flood, avalanche, or other cataclysm;**
- **The following items:**
14. **documents, identity papers, credit cards, magnetic cards, transportation tickets, cash, investments and securities, keys;**
15. **equipment intended by nature or destination to the Member's professional practice, representatives' samples, merchandise, medical equipment and medicine, perishable goods, wines and spirits, cigarettes, cigars and tobacco;**
16. **any sports or recreational equipment and sheaths, cases, bags, or covers containing such equipment, musical instruments;**
17. **objects of art or handicrafts, carpets, antiques, objects of worship, collectibles;**
18. **glasses (lenses and frames), contact lenses, prostheses and appliances of any kind, unless they are destroyed or damaged as part of an Accidental Personal Injury of the Member;**
19. **animals;**
20. **all motor vehicles or devices and their accessories, caravans and trailers;**
21. **pleasure motor or sail craft, including jet-skis;**
22. **computer hardware and mobile phones.**

#### How is your compensation calculated?

You are compensated based on supporting documents and on the basis of the replacement value by equivalent objects and of the same nature, with obsolescence deducted.

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



#### What are your obligations in the event of a claim?

Since our reimbursement is made in addition to that of the transportation company, your claim must be filed with us within 5 working days, except for unforeseen circumstances or force majeure; if this deadline is not kept to and we consequently suffer a loss, you will lose all right to compensation.

Your claim must be accompanied by the following:

- The receipt for a theft report in the event of theft, or declaration of theft to a competent authority (police, transport company, ship's purser, etc.) in the case of theft or loss by a transport company;
- The loss or destruction report to the carrier (sea, air, rail, road) when your luggage or objects are lost, damaged or stolen during the period when they were in the legal custody of the carrier.

If you do not present these documents, you incur the forfeiture of your rights to compensation.

**The sums insured do not constitute proof of the value of the items for which you are claiming compensation, or proof of the existence of such items. You are required to prove, by any means available to you and any documents in your possession, the existence and value of these items at the time of the insured event, as well as the extent of the damage.**

If you knowingly use inaccurate documents or use fraudulent means or make inaccurate or concealing statements as substantiation, you will lose all your rights to compensation, without prejudice to the legal actions that we would then be entitled to bring against you.

#### What happens if you recover all or part of the luggage, objects or personal effects?

You must notify us immediately by registered post, as soon as you are notified:

- if we have not yet paid the compensation, you must take possession of said luggage, objects or personal effects again; we are then only required to pay for any damage or missing items;
- if we have already compensated you, you can choose within 15 days to:

1/ either abandon said luggage, objects or personal effects for our benefit;

2/ of reclaim said luggage, objects or personal effects by returning the compensation you received less, if applicable, the portion of the compensation corresponding to damage or missing items.

If you have not made your choice within 15 days, we will consider that you have decided to abandon them.

## 7/ Excluded risks for all benefits

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

- 1. expenses related to pre-existing conditions: consequent to accidents or illnesses which occurred prior to the effective date of the contract;**
- 2. an illness or an accident based on the intentional act of the covered person, self-mutilation or attempt of suicide;**
- 3. criminal proceedings against the Member;**
- 4. accidents or illnesses occurring or contracted while taking part in training for official matches and competitions organised by a sports federation, as well as professional sports and the consequences of practicing the following sports or activities: bobsled, skeleton, mountaineering, competitive sled, aerial sports except parasailing, jet skiing, combat sports, off-piste sports;**
- 5. the Member's participation in duels, bets, crimes and offenses, brawls (except self-defence), strikes;**
- 6. use of medicines, drugs or narcotics not medically prescribed;**
- 7. alcoholism or drunkenness;**
- 8. accidents or diseases due to the release of nuclear radiation, any irradiation from ionising radiation as well as insured events due to the effects of radiation caused by the artificial acceleration of particles;**
- 9. terrorism, sabotage, civil war, foreign war, riots, demonstrations, according to article L121-8 of the French Insurance Code;**



- 10. activities when an insurer is banned from providing a contract or an insurance service due to a sanction, restriction or prohibition provided by conventions, laws or regulations, including those decided by the United Nations Security Council, the European Union Council or any other applicable national law;**
- 11. activities when they are subject to any sanction, restriction total or partial embargo or prohibition provided by conventions, laws or regulations, including those decided by the United Nations Security Council, the European Union Council or any other applicable national law. It is understood that this provision only applies in the case where the insurance contract or insured goods and/or activities fall within the scope of the decision concerning the restrictive sanctions, total or partial embargo or prohibition; and**
- 12. the absence of random.**

## 8/ Basis of the insurance contract

This policy is governed by the French Insurance Code.

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

### SUBROGATION

Per the provisions of article L121-12 of the French Insurance Code, the Insurer is subrogated to the rights and actions of the Member against the third parties responsible for the insured event up to the amount of compensation paid by it.

If subrogation can no longer operate in favour of the Insurer because of the Member, the Insurer will be freed from its obligations to the Member insofar as subrogation could have operated.

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

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

#### Article L. 114-1 of the French insurance code:

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

However, this time limit only starts running:

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

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

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

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



**Article L. 114-2 of the French insurance code:**

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

**Article L. 114-3 of the French insurance code:**

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

**Additional information:**

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

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

**Article 2240 of the French civil code:**

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

**Article 2241 of the French civil code:**

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

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

**Article 2242 of the French civil code:**

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

**Article 2243 of the French civil code:**

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

**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.



### PLURALITY OF INSURANCE

In accordance with the provisions of article L.121-4 of the French Insurance Code, when several insurances are contracted without fraud for a single risk, each one of them produces its effects within the limits of each policy cover, in compliance with the provisions of Article L.121-1 of the French Insurance Code. In this case, the Member must alert all the insurers.

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

### ANTI MONEY LANDINGING

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.

### LANGUAGE USED

The French language will be used for all pre-contractual and contractual relationships communications.

### COMPETENT COURTS/APPLICABLE LAW

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

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

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

### OPTION OF CANCELLATION

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

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

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

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

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

## 9/ 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:

For health and death benefits:

**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)

For assistance - repatriation and liability, insured by AWP P&C:

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

For assistance and public liability benefits:

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

For health and death benefits:

**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)



For assistance - repatriation and liability, insured by AWP P&C:

**AWP France SAS**

**Personal Data Protection Department**

**7 rue Dora Maar - 93488 Saint-Ouen Cedex - FRANCE**

**Email: [informations-personnelles@votreassistance.fr](mailto:informations-personnelles@votreassistance.fr)**

## 10/ Mediation

### WHAT IS THE PROCEDURE FOR EXAMINING COMPLAINTS?

Your usual contacts are able to examine all your requests and complaints. If, after this examination, the answers given do not meet your expectations, you can address your complaint to:

For ACS:

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

Receipt of the complaint will be acknowledged within 10 days of receipt, unless the answer itself is provided within this time. In any case, in accordance with applicable law, a response will be sent to you before the expiry of a period of two months from the date of receipt of the complaint.

If the disagreement persists, you can send your complaint to:

For AWP Health & Life:

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

For AWP P&C:

**AWP P&C  
Complaints Department  
TSA 70002  
93488 Saint-Ouen Cedex**

AWP Health & Life and AWP P&C adhere to the Insurance Mediation Charter. Therefore, in the event of persistent and definitive disagreement with one of the insurers, you may, after the internal treatment channels indicated above have been exhausted, without prejudice to the other possible legal actions, appeal to the Mediator of Insurance whose contact details are as follows:

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

Insurance companies that are members of FFA have put in place a system that allows Insured parties and third parties to benefit from a mediation procedure for settling their disputes. This scheme is defined by the 10 rules of the FFA's Mediation Charter.



The parties hereby declare being subject to French law.

#### **AUTHORITY IN CHARGE OF OVERSEEING INSURANCE COMPANIES**

**L'Autorité de Contrôle Prudentiel et de Résolution – ACPR** [the French Prudential and Resolution Supervisory Authority] – 4 place de Budapest CS 92459 Paris Cedex 09 France.

#### **CONSUMERS' RIGHT TO OBJECT TO TELEPHONE MARKETING**

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

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

## **11/ Contact information**

**For any request for assistance or prior authorisation for hospitalisation, please contact us 24/7:**

- **by phone**

**+33 (0)1 55 98 71 73**

- **by fax**

**+33 (0)1.45.16.63.92 or +33 (0)1.45.16.63.94**

- **by e-mail**

**[medical@mutuaide.fr](mailto:medical@mutuaide.fr)**

For any question about this policy, for the payment of your covers, for your reimbursement requests, 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**

**email: [contact@assistance-etudiants.com](mailto:contact@assistance-etudiants.com) / [contact@acs-ami.com](mailto:contact@acs-ami.com)**

***If there is any discrepancy between the French and English versions of this booklet, the French version will prevail.***



## 12/ Schedule of benefits

### MEDICAL EXPENSES (1)

Maximum medical expenses per person per year in the WHV/IEC country	Unlimited
Maximum medical expenses per person per year during tourist stays	€ 150,000*
Surgery and hospitalisation	100% of actual costs
Consultations, pharmacy, analyses, x-rays, paramedical procedures	100% of actual costs
Emergency dental treatment	100% up to € 300*
Dental treatment following an accident	100% up to € 600*

In your usual country of residence, during your return for holidays, the same Medical Expenses benefits are available in case of emergency only with a maximum of € 15,000\*

### ACCIDENTAL DEATH AND DISABILITY

Accidental death lump sum benefit	€ 8,000
Permanent disability following and accident lump sum benefit	€ 30,000

### CIVIL LIABILITY

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

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

### ASSISTANCE BENEFITS

Medical transport	100% of actual costs
Repatriation for medical reasons	100% of actual costs
Visit by a relative in case of hospitalisation longer than 6 days	Return ticket + €80 per night (max 8 nights)
Early return following the death of a member of the immediate family	Return ticket – actual costs
Dispatch of essential medicines not available on site	100% of actual costs
Transmission of urgent messages	100% of actual costs
Search costs	100% up to €3,000
Cash advance in case of theft	up to €700
Legal representative fees	up to € 3,000
Advance of bail	up to €7,000
Repatriation of the body in case of death	Actual expenses (funeral expenses limited to €1,500)

### LUGGAGE INSURANCE

During the return trip	€1,150
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**(1) If the member benefits from social security or any other supplementary body, our reimbursements are made for amounts in excess of theirs.**

\* **Maximum ceilings for 12 months of cover under one or more policy.**



## 13/ Medical Claim Form

Complete this form and join the **original paid invoices**, copies of the prescriptions and full **medical report**, copy of your **passport** (identification + arrival stamp) and copy of your **WHV/IEC**. All these documents have to mention patient's full name, date of the medical treatment, name, address and telephone number of the practitioner, medical facility, laboratory or pharmacist. 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**

Medical claims under € 500 can be sent via our secure platform <https://clems.acs-ami.com>

**WARNING: The Company reserves itself the right to request the ORIGINAL documents at any time, within a period of 18 months.**

Certificate ID: G \_\_\_\_\_ 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: throat infection on 9/12)* \_\_\_\_\_

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

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

Detail of the invoices related to medical expenses:

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

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

I would like to receive my reimbursement:

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



## Annex: 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	<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>

