

## Travel Insurance Globe Partner Association

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 number SIREN 775 685 399, and MGEN Vie, 3-7 Square Max Hymans, 75648 Paris Cedex 15, registered under number SIREN 441 922 002, regulated by the French Mutual Insurance Companies code, under policy no. MGENIB1100009SAP/06 for the Health and repatriation benefits and Death benefits. MGEN outsources the coverage of costs of medical repatriation and assistance to Mutuaide Assistance.*
- *Chubb European Group SE, La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie France, limited company with capital of 896,176,662 €, governed by the French insurance code, RCS Nanterre 450 327 374 – per the intermediary of VYV International Benefits, under the policy no. FRBOPA61611 for the luggage insurance benefits and under the policy no. FRBOPA61610 for the accidental death & disability benefits and 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 no. 317 218 188, ORIAS no. 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, of Japanese nationality travelling to: Australia, Bhutan, Cambodia, China, Indonesia, Japan, Laos, Malaysia, Myanmar, New Zealand, Philippines, Singapore, South Korea, Taiwan, Thailand, Vietnam, are eligible on an optional basis.

The Member must subscribe the initial contract the day of departure at the latest in order to benefit from the guarantees. Exceptionally, the Member may subscribe after the day of departure subject to the sending of a declaration on his honour stating that he/she does not subscribe for a known and/or immediate medical purpose.

The renewal of the contract (by the subscription of a new one) will only be accepted if the next contract immediately follows the previous one without any interruption.

Upon enrolment, the Member must fill in the enrolment documents which include a health declaration and on which shall read the coverage opted for and the corresponding premium amount. The chosen option cannot be modified during the period of coverage.

The Member shall pay for the entire period of coverage on subscription.

Acceptance of coverage may be subject to further information the Insurer considers necessary.

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

The guarantees of the contract, subject of this Information booklet, will not apply in the country of residence of the Insured.

### Commencement of cover

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

The travel insurance policy GLOBE PARTNER JP 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.

### Termination of cover

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

The contract can be subscribed for a period of one (1) month maximum.

In any case, coverage shall end:

#### for each Insured:

- on the date of final return in case the contract period has not ended,
- after evacuation to his country of residence,
- on the last day of his period of coverage, the date on which he ceases to be a Member of the Globe Partner Association,
- in case of dissolution of the Globe Partner Association or judicial liquidation of the Insurer,

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

- group policy n° MGENIB1100032SAP between the Globe Partner Association and MGEN and MGEN Vie,
- group policy with optional membership n° FRBOPA61610 & FRBOPA61611 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.**



### 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.

It is possible to change dates once only and within the limits of the current civil year.

In case of cancellation, the contract can only be refunded on presentation of supporting documents and **€20**, will be retained from the premium.

### 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 (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 (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 (113-9 of the French insurance code or L.221-15 of the French Mutual Insurance Companies code).

You will have to reimburse all the claims that were improperly paid to you under the contract, subject to this information booklet.

## 2/ Definitions

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

**Accident:** any bodily harm not premeditated by the insured and resulting from the sudden and unexpected effect from an external cause – **excluding chronic or acute illnesses.**

**Attack / Acts of terrorism:** any act of violence, constituting a criminal or illegal attack, against persons and / or property, in the country in which you reside, aimed at seriously disturbing public order. This "attack" should be recorded by the French Ministry of Foreign Affairs.

**Claim:** any event that may trigger coverage under this contract.

**Civil war:** armed opposition of several parties belonging to the same country, as well as any armed rebellion, revolution, sedition, insurrection, coup, under martial law or border closure commissioned by local authorities.

**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.

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

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

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

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

**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 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.

**Epidemic:** rapid spread of an infectious and contagious disease affecting a large number of people at a given place and time, reaching at least level 5 according to the World Health Organization's criteria.

**Foreign war:** armed opposition declared or not from a State to another State, as well as any invasion or state of siege.

**Forfeiture:** the loss of any warranty claims.

**Home address:** by home address is meant your principal and usual residence in your country of residence.

**Insured person:** party(ies) covered by the insurance contract, object of this information booklet.

**Insurance Code / Mutual Insurance Companies code:** collection of laws and regulations governing the insurance contract according to the Insurer.

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

**Natural disasters:** abnormal intensity of a natural agent not resulting from human action.

**Obsolescence:** depreciation of the value of a property caused by time, use or maintenance conditions on the day of the loss. Unless otherwise stipulated in the contract, the old age applied for the calculation of the indemnity due is 1% per month up to a limit of 80% of the original purchase price.

**Pandemic:** worldwide spread of a disease.

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

**Personal items:** only personal items with a purchase date of less than 3 years will be covered. The benefit is acquired only during the outward and return journeys.

**Pollution:** deterioration of the environment resulting from the introduction into the air, water or land of substances which are not naturally present in the environment.

**Risk:** unintentional, unpredictable, irresistible and external event.

**Strike:** collective action resulting in a concerted cessation of their activity by employees of an undertaking, an economic sector, a professional category aiming at supporting claims.

**Subrogation:** a legal situation by which the rights of a person are transferred to another person (especially in case of substitution of the Insurer for Subscriber in view of suing the adverse party).

**Third party:** any person other than the Insured responsible for damage, to the exclusion of a family member. Are considered as Third party the members non-belonging to one family.

**Transport company:** any company duly approved by the public authorities for the transport of passengers.

**Waiting period/ qualifying time:** period during which the Insured is not entitled to certain benefits.

**Usual Residence:** usual residence corresponds to the fiscal residence of the Subscriber.



### 3/ Medical expenses, accidental death and dismemberment benefits

#### Area of cover

Benefits apply in the following countries: Australia, Bhutan, Cambodia, China, Indonesia, Japan, Laos, Malaysia, Myanmar, New Zealand, Philippines, Singapore, South Korea, Taiwan, Thailand, Vietnam.

#### A/ Medical expenses benefits

Coverage consists of reimbursement of medical expenses paid by the eligible Insured to cover for medical acts and care as stated in the plan opted for. Benefits are limited to medical fees resulting from an accident or illness which are covered by the French Sécurité Sociale 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 in the country where treatment is received. If not, the insurer is entitled to reduce the amount of reimbursement.

**The benefits for medical expenses end if our medical team deems that the Member can be repatriated to his country of residence.**

It is agreed and understood that whenever the insured person benefits or may benefit from the reimbursements of the French Sécurité Sociale in the European Union, benefits shall be paid as a complement.

**Maximum amount for medical expenses per beneficiary and per year is €150 000.**

#### Limit to actual costs / expenses

In accordance with article 9 of law 89-1009 of December 31, 1989 and decree 90-769 of August 30, 1990, reimbursement or indemnification of fees due to illness 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.

#### Excluded benefits from medical expenses

**Benefits which are not covered by the French Sécurité sociale are excluded from the scope of this contract as well as the following expenses:**

1. expenses incurred before or after period of coverage,
2. transportation fees of general practitioner which are not covered by Sécurité Sociale,
3. treatment and care non-prescribed by a qualified physician,
4. medical fees for which the insured could have waited for the return to his country of residence,
5. medical fees incurred in the country of residence,
6. cosmetic treatment and surgery unless consecutive to an accident,
7. congenital disability, hereditary diseases, and chronic illnesses,
8. medical aids including hearing aids and dental prosthesis,
9. dental care (except in case of emergency and accident),
10. stomatology, treatment of acne, and speech therapy,
11. optical care, orthoptics and contact lenses,



12. acupuncture, massages and physiotherapy unless consequent to a covered accident which resulted in a hospitalisation,
13. psychotherapy, including consultations,
14. mental diseases including nervous breakdowns, treatment and care related to sleep disorder
15. HIV infection and its consequences, AIDS and its consequences,
16. sexual transmitted diseases (STD) and related tests,
17. thermal cures, and rehabilitation centres,
18. health check-ups,
19. vaccination fees,
20. medical expenses related to birth control, abortions, and sterility treatments, sexual dysfunctions,
21. expenses related to pregnancy, and maternity,
22. expenses incurred for organ acquisition,
23. any operation or treatment related to a sex change,
24. non-prescribed drugs, non-medicinal products of current use such as medical alcohol, cotton, sun lotions, dental hygiene products, bandages, shampoos...,
25. subsidiary expenses such as telephone in case of hospitalisation or fees considered extravagant, unreasonable or unusual considering the country where they incurred.

### Medical examination and arbitration

Doctors and authorised representative of the Insurer shall have access to the Insured in order to assess his state of health. Upon request of the Insurer, the Insured shall provide any evidence and be performed any test or examination.

The insured shall be notified by registered mail of all the decisions taken by the Insurer further to the conclusions of its medical adviser. The Insured may object the decision within 10 days by means of a detailed medical certificate addressed to the Insurer by Registered mail.

In case of disagreement on the state of health of the Insured, an amicable cross-examination by a physician chosen by the Insured and a physician appointed by the Insurer may be performed.

If both doctors cannot reach the same conclusions, they designate a medical arbitrator for final settlement. Failing a mutual choice, designation shall be judiciary.

Each party shall support the fees of its physician and share the ones of the arbitrator.

### B/ Accidental death and dismemberment benefits

- Death benefit

In case of death of the Insured, a lump sum payment of **€1 000** is paid to the Insured in order of preference:

- the spouse,
- failing this, to the children of the Insured who have been born or are to be born, in equal shares the share of the predeceased being transferred to their own children or to their brothers and sisters if there are no children,
- failing this, to the father and mother, in equal shares or to the survivor in the event of predecease,
- failing this, to the legal heirs.

- Accidental death benefit:

A lump sum payment of **€ 8 000** is paid to the Insured in case of accidental death (see definitions), provided death occurs within one year of the accident.

The amount of cover in the event of death of the Insured becomes payable in order of preference: the spouse, failing this, to the children of the Insured who have been born or are to be born, in equal shares the share of the predeceased being transferred to their own children or to their brothers and sisters if there are no children, failing this, to the father and mother, in equal shares or to the survivor in the event of predecease, failing this, to the legal heirs.



- Permanent disability benefit further to an accident:

A lump sum payment is paid to the Insured if he becomes disabled further to an accident, provided disability occurs **within one year of the accident** and provided the accident occurs before his 70<sup>th</sup> birthday.

Disability is deemed TOTAL when according to the scale and the rules of evaluation it reaches 100%. In this case total amount shall be granted.

Otherwise disability is deemed PARTIAL and the percentage of the lump sum for the corresponding disability shall only be granted.

The maximum amount shall be **€30 000** in case of permanent disability further to an accident.

### 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 motor cycle 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.**

SCHEDULE OF COVER		
Death capital	€1 000	
Accidental Death capital sum	€8 000	
Total permanent disability capital sum	€30 000	
Scale of disablement:	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 an ear	15 %	
total or incurable insanity	100 %	
*if it has been medically established that you are left-handed, the disability rate allocated for the right arm applies to the left arm, and viceversa		

Disability rates not included in the scale are determined by comparing their severity with the cases listed above without taking into account the victim's occupation. By loss is meant the complete amputation or total paralysis of the limb in question, or the definitive and permanent ankylosis of all the joints which compose it.



The benefits paid by the Insurer are complementary to those of any other social security scheme or any supplementary body of which it could benefit personally, in particular the benefits guaranteed by the European health card.

### **How to claim medical, accidental death and dismemberment expenses:**

The Insurer is entitled to ask any Member or dependant to provide the necessary information related to their personal data and claims for reimbursement. The Insurer will be authorised to have access to their medical files, respecting the legal requirements of confidentiality.

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 hospitalisation, surgical intervention, X-ray or medical treatment, a medical certificate must first be requested from us. It will be sent back to us, addressed to our medical examiner, after having been filled in by your doctor. 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.

#### Medical expenses:

For all requests for reimbursement you should send the following documentary evidence to:

**ACS - SERVICE MEDICAL,  
To the attention of the Medical advisor  
153, rue de l'Université - 75007 PARIS, France  
Tel. 00 33 (0)1 40 47 91 04 - Fax. 00 33 (0)1 47 05 11 84  
E-mail : [servicemedical@acs-ami.com](mailto:servicemedical@acs-ami.com)**

within a maximum deadline of 3 months following the date of expiry of the contract:

- your certificate number, original invoices from doctors and medical establishments, and prescriptions for corresponding medicines;
- for medical expenses less than **€500**, it is possible to send us all the parts of your refund request by email to the attention of the medical advisor at the address: [servicemedical@acs-ami.com](mailto:servicemedical@acs-ami.com). Nevertheless, we reserve the right to ask you to send the original documents within two years of the date of reimbursement in order to control the fraud.

If it is impossible for the Member to provide the originals, at the request of the Insurer, the beneficiary of the guarantee undertakes to return to him, as soon as possible, the services received on the basis of the scanned documents. Thus, the Insurer may make any compensation between the sums due in this respect and the other benefits payable by the Insurer to the Member.

- for costs of hospitalization of more than 24 hours, it is possible to obtain an undertaking to pay medical costs by contacting our MEDICAL ASSISTANCE service in Paris beforehand, which is available 24 hours a day Mutuaide, [medical@mutuaide.fr](mailto:medical@mutuaide.fr) / 00 33 (0)1 55 98 71 68 (convention n°4736).

**The Insurer may require any further necessary document to process the claim.  
No copy, photocopy or duplicate invoice is accepted by Post.**

In case of death: the Death benefit will be paid if this event is declared, except in cases of force majeure, within the period of six (6) months following the date of death, with following documents:

- a natural death certificate issued by the doctor who pronounced the person dead,
- a complete copy of the birth certificate of the deceased Covered Person,
- a complete photocopy of the family register,
- a copy of the birth certificate(s) of the beneficiary(ies),
- the last tax notice in case of dependents.



In case of accidental death or dismemberment further to an Accident:

You must report the accident giving rise to a claim so that it reaches us within 5 working days unless there is an unforeseen event or a case of force majeure; if this deadline is not adhered to, and because of this we incur a loss, then you will lose all rights to compensation.

Your accident report must be accompanied by the following documents as a minimum:

- the initial medical certificate recording the injuries,
- any statements made by witnesses of the accident,
- the report or statement establishing the precise circumstances of the Accident.

During your course of treatment, you must be checked by our medical consultant so that s/he may assess the consequences of the accident. You agree to undergo medical examinations that the medical consultant may decide to effect and to provide us with all the elements necessary for the preparation of your case.

If you so wish, you may be accompanied by a doctor of your choosing.

If there is disagreement either in regard to the causes of death or the injuries, or the consequences of the accident for which compensation may be payable, we will submit the differences of opinion to two experts, one chosen by you or your legal successors, the other chosen by us, subject to our respective rights. If there is still disagreement, a third expert will be appointed, either by common agreement, or by the presiding judge of the Tribunal de Grande Instance de Paris, giving an emergency ruling (*statuant au référé*).

Each party is responsible for the payment of the fees and expenses of our experts. The fees of the third expert will be shared equally by both parties.

## 4/ Assistance benefits

### Repatriation assistance

If you find yourselves caught up in one of the situations referred to hereinafter, we will implement the services described, following a simple telephone call (reversed charge or collect call accepted from abroad) or dispatch of an email, fax or telegram.

In all cases, the decision to provide assistance and the choice of appropriate methods is at the sole discretion of the Mutuaide doctor, after contacting the attending physician on site, and, where appropriate, the beneficiary's family. Only the medical interest of the beneficiary 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 hospitalization.

Under no circumstances is Mutuaide a substitute for the local emergency assistance organizations.

### What do we cover?

#### Repatriation or medical transport

If the Insured is ill or injured following a covered event and the Insured's state of health requires a transfer, if the local medical infrastructure does not have the capacity to provide appropriate care, we organize and pay for repatriation to:

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

According to the seriousness of the case, repatriation and transport are effected under medical supervision, if necessary, by the most appropriate of the following methods:

- special air ambulance
- Regular airliner, train, sleeper, boat, ambulance.



### Presence of relative/friend when hospitalised

If you are hospitalized and the state of your health does not allow you to be repatriated for seven days, we organize and pay for the cost of transporting a member of your family or a designated person who has remained in your country of residence so that they can come to your bedside in hospital.

We also refund the hotel costs for that person up to the amount indicated in the table of sums insured, and organize his return upon your release from hospital.

This guarantee does not apply, if you are already accompanied by a family member on site.

### Transport of the body in the event of death

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

We will also pay for related costs necessary for the transport, including the cost of the coffin, thus enabling the transport, up to the amount given in the schedule of cover.

The costs of the ceremony, all extras, interment or cremation, remain payable by the family.

### 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") occurred in your country of residence, we will cover your additional transportation costs on the basis of a round-trip economy class ticket, and those of your insured family members, to allow you to attend the funeral, 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 pay for the costs of sea or mountain searches following an event which endangers your life, up to the amount given in the schedule of cover. Only the costs invoiced by a company duly authorized to carry on this kind of activity will be reimbursed.

### Advance of funds abroad

Following a theft or loss of your means of payment (credit card, check book ...) or of your initial travel ticket, we will advance you a sum of money up to the amount given in the schedule of cover, against the prior payment of an equivalent sum by a third party at the Allianz IARD registered office.

### Dispatch of medicines abroad

We will pay the expenses of sending medicines essential to the continuation of an ongoing medical course of treatment prescribed by a doctor, if you no longer have the medicine due to an unforeseen event, and it is impossible for you to procure these medicines or their equivalent where you are.

The cost of this medicine remains payable by you in all circumstances.

### Forwarding of messages

We are responsible for forwarding messages intended for you when you cannot be contacted directly, for example, if you are in hospital.

Similarly, by calling us, a member of your family, may be given any message that you have left for their attention.

### Legal assistance abroad

#### a) Payment of fees

We will pay the fees of legal representatives whom you call upon, up to the amount given in the schedule of cover, if you are being prosecuted for unintentionally breaking the law of the foreign country in which you are traveling.

#### b) Advance of bail

If, due to unintentional violations of the legislation of the country in which you are traveling, the authorities require you to put up bail, we will advance you a sum up to the amount given in the schedule of cover.

This advance must be reimbursed within one month following presentation of our request for reimbursement that we send to you.

If the bail money is paid back before this deadline by the authorities of the country, it must be sent to us immediately.

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

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✉ contact@acs-ami.com

🌐 www.acs-ami.com

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

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

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

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

**Civil or foreign wars, acknowledged political instability, popular movements, riots, acts of terrorism, reprisals, restrictions to the free circulation of people and goods, strikes, explosions, natural catastrophes, meltdown of atomic cores, nor delays in the execution of services resulting from the same causes.**

#### **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,**
- **States of pregnancy unless unforeseen complications, and in all cases from the 32<sup>nd</sup> week of pregnancy,**
- **The result of a voluntary disregard for regulations in the visited country, or the practice of activities not authorised by local authorities.**

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

For all requests for assistance, you should contact us, 24 hours a day **Mutuaide**, [medical@mutuaide.fr](mailto:medical@mutuaide.fr) / 00 33 (0)1.55.98.71.68 **and 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 Mutuaide.

## **5/ Legal liability**

#### **What do we cover?**

We cover the financial consequences of the legal liability you may incur during your private life, including during traineeships/ internships with respect to, on the one hand, personal injury and/or damage to property and, on the other hand, the consequential losses therefrom, caused accidentally to any person other than a person insured or a member of your family, that is your fault or the fault of things or animals under your care, this being provided up to the amount, and with the deduction of an excess, indicated in the table of sums insured.

The cover also applies to objects entrusted during a period of traineeship/ internship up to the amount given in the schedule of cover, and with the deduction of an excess.

#### **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. objects entrusted to the insured (except in case of traineeships/ internships)**
- 5. the consequences of any material damage and/or personal injury affecting you personally, and members of your family or any other person who is an insured party pursuant to the contract herein,**
- 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 caused by buildings or parts of buildings owned, rented or occupied by the Member,**
- 9. damage you caused due to a fire, explosion or flooding,**
- 10. 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 defense 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 defense 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 in case of claim?**

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

## 6/ Luggage

We only cover your luggage, objects and personal effects taken with you or bought during your journey, during travel (outward / return journey) up to the amount given in the schedule of cover, in the event of:

- theft and loss,
- total or partial destruction.

The amount given in the schedule of cover constitutes the maximum reimbursement for all accidents occurring during the insured period.

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

#### **What is excluded**

**Besides the exclusions given under the heading « EXCLUDED RISKS FOR ALL BENEFITS», we cannot cover:**

#### **1. forgetting, loss (except by a Transport company), exchange,**



2. **the confiscation of property by the authorities (customs, police),**
3. **the fragile objects such as porcelain, glass, ivory, ceramic, marble objects,**
4. **the items listed hereinafter: jewels, device reproducing sound or image, documents recorded on tapes or films as well as professional material, laptop computers, mobile phones, sport articles, musical instruments, food products, lighters, pens, cigarettes, alcohol, works of art, beauty products and photographic films, any prosthesis, equipment of any kind, share certificates, eyeglasses, contact lenses, keys of any kind,**
5. **cash, and documents listed hereinafter: passport, identity card or residence card, car registration book and driving license, credit cards, books, travel tickets,**
6. **luggage lost or damaged during journeys or intermediate journeys,**
7. **epidemics / pandemics.**

#### How is your compensation calculated?

Compensation will be paid to you against documentary evidence and on the basis of like-for-like replacement value, less obsolescence.

Under no circumstances is the proportional rule of capital provided in article L.121-5 of the French insurance code applied.

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

Our reimbursements being complimentary to those of the Transport company, your claim report must reach us within 5 working days, except fortuitous event or force majeure. If this deadline is not respected and therefore we suffer prejudice, you lose all right to compensation.

Your declaration of claim must be accompanied by:

- The receipt of a complaint in the event of theft or theft declaration by a competent authority (police, gendarmerie, transport company, board of trustees ...) when it comes to theft or loss by a Transport company;
- The declaration of loss or destruction established with the carrier (maritime, air, rail, road) when your luggage or objects were lost, were damaged or stolen during the period when they were in the legal custody of the carrier.

In case of non-presentation of these documents, you incur the forfeiture of your rights to compensation.

**The sums insured cannot be considered as proof of the value of the property for which you are claiming compensation, nor as proof of the existence of this property.**

**You are obliged, by any means in your power and by all documents in your possession, to provide evidence of the existence and value of these goods at the time of the loss, and the extent of the damage.**

If you knowingly use inaccurate documents or fraudulent means as proof, or if you make inaccurate statements or fail to disclose any relevant information, you will lose all rights to compensation, without prejudice to the prosecution that we will then have grounds to instigate against you.

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

You must advise us immediately, in a letter sent by recorded delivery, as soon as you have been informed:

- if we have not yet paid you your compensation, you must take back the luggage, items, or personal effects; we are then only obliged to pay for any damages or missing items;
- if we have already paid out compensation, you have the option, within a period of 15 days, to do one of the following:
  - 1/ Either to abandon the said luggage, items or personal effects in our favor,
  - 2/ or to take back the said luggage, items, or personal effects in return for restitution of the compensation that you received, having, where appropriate, deducted, that part of the compensation which corresponds to damaged or missing items.

**If you have not made your choice within 15 days, we will deem that you are opting for abandonment.**

#### **What are your obligations in case of claim?**

For any claim request, you must first contact us at the following address:

**ACS, Service sinistres,  
153 rue de l'Université, 75007, Paris, France,**



Tél. 00 33 (0)1 40 47 91 04

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

to obtain our prior consent before taking any initiative or incurring any expense.

## 7/ Excluded risks for all benefits

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 enrolment,
2. an illness or an accident based on the intentional act of the covered person, self mutilation or attempt of suicide,
3. any intentional act that might lead to the application of the contract cover and any consequences of criminal proceedings that might be taken against the Insured,
4. accidents or diseases incurred during sport competitions organised by any sports federation, as well as 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 medication, drugs or narcotics,
7. alcoholism or clearly state of drunkenness,
8. accidents or diseases resulting directly or indirectly from the meltdown of an atomic core, or any irradiation originating from ionizing radiation.
9. terrorism, sabotage, war (whether civil or not), riots, demonstrations, according to article L121-8 of the French "Code des Assurances",
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,
12. the absence of risk.

## 8/ Basis of the insurance contract

This policy is governed by the French Mutual Insurance Companies Code for the Medical Expenses, Repatriation Assistance and Death Covers, and by the French Insurance Code for the Luggage loss, accidental Death & Disability and Liability.

The definition of benefits, pricing and rules of implement concur with the laws regarding French social security, in force on the effective date of the insurance contract, subject of this Information booklet.

### Time 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.221-11 of the French Mutual Insurance Companies Code and L.114-1 to L.114-3 of the French Insurance Code (Code des assurances), as reproduced below:

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

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

However, this time limit only starts running:



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

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

When the action by the Insured Person against the Insurer is caused by recourse by a third party, the time limit for action only starts running from the date when the third party takes legal action against the Insured Person or has received compensation from the Insured Person. The time limit for action is increased to 10 years in life insurance contracts when the beneficiary is a person distinct from the Contract 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 and L.221-12 of the French Mutual Insurance Companies 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.

### 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.

### Overlapping Insurance

When several insurance contracts are taken out without fraud for the same risk, each of them is valid up to the limits of the cover provided for under the contract. In this case, the Insured Person must inform all of the insurers. Within these limits, the Insured Person may turn to the insurer of his choice. When they are contracted fraudulently, the sanctions provided for by the French Insurance Code or by the French Mutual Insurance companies code (invalidity of the contract plus damages) are applicable.

### 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 (loi Informatique et Libertés) of 6 January 1978 amended by the law of 6 August 2004 and the French Monetary and Financial Code, you are entitled to access the data that concerns you by sending a letter to the French Data Protection Agency (Commission Nationale de l'Informatique et des Libertés (CNIL)).

### Jurisdiction and applicable law

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

Any litigation between the Insured Person and the Insurer concerning the conditions of applying this contract shall be subject to French law and French courts shall have exclusive jurisdiction.

Nevertheless, if the Insured Person is domiciled in the Principality of Monaco, Monaco courts shall have sole jurisdiction in case of litigation between the parties.

The language used in the context of pre-contractual and contractual relations is the French language.

### Option of cancellation

You are asked to verify that you are not already covered by a contract covering one of the risks covered by the new contract. If so, you have the right to cancel, throughout a cooling-off period of 14 full calendar days starting either as from the date of remotely signing/entering into the contract without fees or penalties if:

- you have taken out this contract for non-professional purposes;
- this contract is in addition to the purchase of a good or service sold by a supplier;
- you justify that you are already covered for one of the risks covered by this new contract;
- the contract you wish to cancel is not fully executed;
- you have not declared any claim under this contract.

To exercise its right of withdrawal, the Insured must send a registered letter to ACS, 153, rue de l'Université, 75007, Paris, France and can use the template below. In such case, the Insurer, through ACS, shall repay him/her in full the sum he/she has paid within 30 days from the date of receipt of his/her registered letter.



Example: ***"I, the undersigned, M (Name of the person concerned), residing at ..., withdraw from membership to contract no.....taken out on the ... with ..... I hereby certify that, on the date of sending this letter, I have no knowledge of any claim under this contract since the contract was concluded. Date and Signature ».***

### **How is your compensation calculated for the assistance, legal liability and luggage benefits?**

If the compensation cannot be determined by mutual agreement, it is assessed by means of an amicable assessment, subject to our respective rights. Each of us chooses his expert. If these experts do not agree among themselves, they call on a third and all three operate in common and by a majority of votes.

If one of us fails to appoint an expert or the two experts to agree on the choice of a third, the appointment is made by the president of the high court, ruling in summary. Each of the co-contracting parties shall bear the costs and fees of its expert and, if applicable, half of those of the third.

### **How soon are you reimbursed?**

Settlement occurs within 15 days from the agreement between us or from the notification of the enforceable judicial decision.

## **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 execution, 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 member has a right of access, rectification and erasure of his personal data, and when consent is necessary for processing, he/she has the right to withdraw it. Under regulatory conditions, the Insured member has the right to request the limitation of data processing, to oppose it, or request the portability of the data transmitted when it was necessary for the Contract or when its consent was required. The Insured also has the right to provide guidelines regarding the processing of personal data after his/her death.

Any request for the exercise of his rights may be addressed to:

**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)**

Complaints relating to the collection or processing of your personal data may be addressed to the customer service whose contact details are specified below. In the event of persistent disagreement concerning these data, the Insured



can refer to the CNIL: Commission Nationale Informatique et Libertés, 3 place of Fontenoy 75007 Paris, France, or [www.cnil.fr](http://www.cnil.fr)

## 10/ Mediation

### What is the procedure for examining complaints?

The Insured's usual contacts are able to study in depth all his/her requests and complaints. If, after this review, the answers do not meet the Insured's expectations, he/she can submit his/her claim to:

For ACS :

**ACS, Service Réclamations,  
153, rue de l'Université, 75007 Paris, France  
E-mail: [contact@acs-ami.com](mailto:contact@acs-ami.com)**

For admission to insurance, settlement of premiums, claims.

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

If no solution is found, the Insured can submit his/her claim to:

For health, assistance - repatriation and death benefits (MGEN and MGEN Vie):

**VYV International Benefits – Service Relations Clientèle,  
3/5/7 Square Max-Hymans 75748 Paris cedex 15, France  
E-mail: [clients@vyv-ib.com](mailto:clients@vyv-ib.com)**

If the disagreement remains, the Insured can submit his/her claim to the Ombudsman:

**MGEN - Le Médiateur  
3, square Max Hymans -75748 Paris Cedex 15, France  
E-mail: [mediation@mgen.fr](mailto:mediation@mgen.fr)**

For the Luggage benefits, for the accidental death & disability benefits and the Civil Liability Cover:

**Chubb European Group SE  
Service Clients Assurances de Personnes  
La Tour Carpe Diem  
31, Place des Corolles, Esplanade Nord,  
92419 Courbevoie Cedex France  
E-mail : [gestionpartenariats@chubb.com](mailto:gestionpartenariats@chubb.com)**

Chubb European Group SE adheres to the Mediation Charter of the Fédération Française de l'Assurance (French Federation of Insurance). In the event of persistent and final disagreement, you have the option, after exhausting the internal processing channels indicated above, of referring the matter to the Independent Mediator, whose postal contact details are as follows: La Médiation de l'Assurance, TSA 50110 – 75441 PARIS CEDEX 09, France, without prejudice to the other channels for legal action.

The Ombudsman's opinion is not binding on the parties, who retain the right to apply to the competent court. The Ombudsman is not entitled to decide on the conditions for admission to insurance.



## 11/Authority in charge of overseeing insurance companies

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

## 12/ Consumer's 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/ Schedule of cover

<b>MEDICAL COSTS (1) - Maximum €150 000 / person (2)</b>	
Surgery and hospitalization	100% of actual costs
Consultations, pharmacy, x-ray analyses, paramedic care	100% of actual costs
Emergency dental treatment	100% up to €300
Dental treatment following an accident	100% up to €600
<b>DEATH, ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS</b>	
Death Benefit	€1 000
Accidental death benefit	€8 000
Permanent disability benefit further to an accident	€30 000
<b>LEGAL LIABILITY - Damage that has been caused to someone else during the trip (travel incl.) is guaranteed</b>	
Deductible	€100 per file and per claim
Personal injury	€4 500 000
Damage to property and consequential losses therefrom	€450 000
Objects entrusted during a period of traineeship	€11 500
<b>ASSISTANCE BENEFITS</b>	
Medical transport	100% of actual costs
Repatriation	100% of actual costs
Presence of a relative if hospitalized for more than 7 days	Outward/return ticket + €80 per night (max. 8 nights)
Early return following the death of a member of the immediate family	Outward/Return ticket
Dispatch of essential medicines which cannot be found on site	100% of actual costs
Forwarding of urgent messages	100% of actual costs
Search costs	100% up to €3 000
Advance of funds in cases of theft	up to €700
Legal assistance	up to €3 000
Advance of bail money	up to €7 000
Transport of body in cases of death	Actual costs (funeral costs limited to €1 500)
<b>LUGGAGE INSURANCE</b>	
During the outward / return journey	€1 150

(1) If the insured person benefits from the French Social Security or any other insurance organism, our reimbursements are complementary to the latter.

(2) Maximum per contract and per year



## 14/ 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). 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 amount reimbursements and take the precaution of making 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)

**WARNING : The Company reserves itself the right to request the ORIGINAL documents at any time, within a period of 2 years.**

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 another currency (please join official document with complete bank details and SWIFT code) **(Note: International transfers subject to variable bank charges and accepted for a minimum refund of €50)**
- By wire transfer to a third party bank 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>

