

**AVA CARTE SANTE  
TERMS AND CONDITIONS  
N° 4.089.003**

**Please note this text is only a translation of which the only legal references are the terms and conditions in French language.**

**SECTION 1 – COMMON DEFINITIONS**

**Insurer**

**AIG Europe SA.** A company Registered in Luxembourg under company number : RCS B 218806.  
Registered Office: 35 D Avenue J.F. Kennedy, L-1855, Luxembourg.

Registered branch office in France : AIG - Tour CBX 1 passerelle des reflets 92400 Courbevoie  
R.C.S Nanterre 752 862 540. Phone : +33 1.49.02.42.22 - Facsimile : +33 1.49.02.44.04.

**Accident**

Any bodily impairment unintended on the part of the insured, arising from the sudden action of an external cause of which the insured is the victim.

**Serious accident**

Any unintentional bodily impairment of which an Insured is a victim and resulting from the sudden and unexpected action of an external cause and all the pathological manifestations that are the direct consequence of such bodily impairment.

The following shall be considered to be Accidents:

- Infections caused directly by an insured accident, excluding any infection resulting from human intervention after an insured accident.
- Poisoning and bodily injuries due to the unintentional consumption of toxic or corrosive substances.
- Asphyxia due to the unexpected action of gases or vapors.
- Drowning and infectious diseases as a consequence of falling into water or an infected liquid.
- Frostbite, heat stroke, sunstroke as well as starvation and exhaustion as a result of shipwreck, forced landing, collapse, avalanche and flood.
- Bodily injuries resulting from an assault, terrorist act or attack of which the Insured is the victim, unless it is proven that he/she took an active part as the perpetrator or instigator of these events.

*The following shall not be considered to be Accidents: epileptic fit, rupture of aneurysm, myocardial infarction, cerebral embolism and meningeal haemorrhage.*

**Previous accident or illness**

Any temporary or permanent impairment of the physical well-being of the insured assessed by a competent medical authority, prior to the inception date of the policy.

**Assistance provider**

AVA ASSISTANCE, appointed by the Insurance Company.

**Insured**

Any client of the policyholder, having enrolled on the policy and whose premium payment is up to date. The Insured should be resident Metropolitan France, Principalities of Andorra and Monaco, Corsica, countries of the European Union, Switzerland, Norway.

**Beneficiary**

For all covers, the beneficiary shall be the insured him- or herself, unless otherwise stipulated in the policy.

**Assistance card**

Assistance card issued by AVA to each Insured on which appear his/her name and forename, dates of the start and end of his/her stay, identification number and the telephone contact details of the assistance platform.

**Enrolment and premium management centre**

AVA, appointed by the Insurance Company.

## **Centre for the notification and management of claims except for Assistance and Medical Expenses in the case of Hospitalization**

AVA, appointed by the Insurance Company.

### **Non-essential surgery and treatment**

Among others, surgical operations or treatments brought about by: acne, acupuncture, allergies including allergy tests, any periodic test or examination and periodic contraceptive tests, cosmetic surgical operations of all kinds not consequent upon an insured accident, circumcision, corns on the feet or bunions, cosmetic treatments of all kinds not consequent upon an insured accident, operations and treatments of congenital malformations, health check-ups, fertility tests and treatments linked to fertility (men and women), hormone treatments, incontinence, the treatment of verrucas, cysts, the treatment of obesity, premarital medical checks, preventive treatments or vaccines not consequent upon an insured event, insomnia treatments, tying of tubes, vasectomy, slimming treatments, any medical treatments or treatments considered by the Insurance Company to fall within the scope of research or experimentation or generally not acknowledged as ordinary medical practices.

### **Spouse/Partner**

- The person linked to the Insured by the ties of marriage and not judicially separated.
- The Cohabitee or Partner: this is the person who has lived, as if married, with the Insured for at least six months, and in the same community of interests as a married couple.
- The Joint Signatory to a Civil Partnership with the Insured.

### **Enrolment application**

Document duly completed and signed by the Insured on which appear his/her surname and forename, address, dates of stay, destination country, period of cover, option chosen if applicable, the date on which this document is drawn up and the corresponding insurance premium. In the event of Loss, the Insurer shall only take account of enrolments for which the corresponding insurance premium has been paid.

### **Bodily injury**

Any physical impairment sustained by a person.

### **Consequential financial loss**

Any monetary loss resulting from the loss of enjoyment of a right, the interruption of a service provided by a person or by a movable or immovable item of property, or the loss of a benefit or profit directly consequent upon insured bodily injury or property damage.

### **Property damage**

Any impairment, deterioration, loss or destruction of an object or a substance, including any physical injury to animals.

### **Home**

The Insured's place of habitual residence on the date of his/her enrolment (Metropolitan France, Principalities of Andorra and Monaco, Corsica, countries of the European Union, Switzerland, Norway). The address for tax purposes is considered to be the home address in the event of a dispute.

### **Children**

The legitimate, natural or adopted children of the insured and/or of his/her spouse/partner.

### **Abroad**

A country other than the Insured Home country and excluded countries (Iran, Syria, North Korea, Crimean Region, Soudan and Cuba),

### **Family**

The spouse/partner of the insured, the father, mother, grandparents, children, grandchildren, sons-in-law, daughters-in-law, sisters and brothers of the insured and/or of his/her spouse/partner.

### **Deductible**

A flat-rate sum specified in the policy and borne by the Insured in the event of indemnity being paid as a result of a loss.

The deductible may also be expressed in hours or days. In this case, the cover concerned shall attach upon expiry of the period specified or in excess of the percentage laid down.

### **Civil war**

Armed conflict between two or more parties belonging to the same state and whose adversaries are of different ethnicity, faith or ideology. In particular, the following shall be deemed equivalent to civil war: an armed rebellion, revolution, sedition, insurrection, coup d'état, the consequences of martial law, border closures ordered by a government or by local authorities. It shall be for the Insurance Company to prove that the loss results from one of these acts of civil war.

#### **Foreign war**

Armed conflict, whether declared or not, perpetrated by one state on another state. An invasion or state of siege shall also be considered to be a foreign war. If an accident takes place, it shall be for the Insured to prove that the loss results from an act other than an act of foreign war.

#### **Hospitalisation**

The fact of receiving care in a hospital establishment requiring a minimum stay of 24 hours consecutively. A hospital establishment shall be considered to be: a hospital or a clinic entitled to perform actions or treatments on sick or injured persons, possessing local administrative authorisations allowing such practices, and also the necessary personnel.

#### **Illness**

Any deterioration in health or any bodily impairment assessed by a qualified medical authority, while the policy is in force.

#### **Serious illness**

Any sudden deterioration in health, assessed by a qualified medical authority, involving the cessation of any professional or other activity, and comprising a qualified prognosis or long evolution requiring intensive medical treatment with, in general, hospitalisation for assessment and care.

#### **Maximum any one event**

Should the cover operate in favour of several Insureds who are victims of the same event, the Insurance Company's cover shall in any case be limited to the maximum amount specified in respect of this cover irrespective of the number of victims. Subsequently, the indemnities shall be reduced and settled proportionately to the number of victims.

#### **Information leaflet**

Document previously drawn up by the Insurance Company, presented to the Insured and detailing all of the conditions governing interventions, the nature of coverage and limit of liability, exclusions and policy limits, in accordance with Article L 140-4 of the Insurance Code.

#### **Stay**

Any trip linked to the professional or private activities of the Insured, made both in France and abroad.

#### **Loss**

Occurrence of an event specified in the policy. All of the claims relating to the same causative event or occurrence shall constitute one and the same loss.

#### **Policyholder**

AVA acting both on its own account and on behalf of its clients.

#### **Territorial scope**

Worldwide.

#### **Reasonable Medical expenses**

Current medical expenses and considered reasonable in the area of residence of the insured, that is to say, costs and prices generally charged in the locality or region, for medical benefits which the Insured would need for treatment compared to cases similar figure, the same severity or nature. Support will not accept medical expenses considered by the Insurer as disproportionate in terms of the foregoing.

Section 2- TABLE OF LIMITS

COVERAGE	SUMS INSURED AND LIMITS
<b>MEDICAL EXPENSES ABROAD</b> <u>In the event of hospitalization</u> <u>obligatory call to the assistance platform</u>	
<b>Destination worldwide</b> <b>Hospitalization</b>  <b>Without hospitalization</b> <ul style="list-style-type: none"> <li>▪ Consultation, analyses, drugs</li>   <li>▪ Emergency dental treatment</li> </ul>	Direct Payment up to 100% of the actual expenses MAXIMUM 500.000 €  Reimbursement up to 100% of the actual expenses MAXIMUM 500.000 €  Reimbursement up to 100% of the actual expenses MAXIMUM <b>300€</b>
<b>ASSISTANCE AND REPATRIATION</b> <ul style="list-style-type: none"> <li>▪ Sending essential medicines unable to be found locally</li> <li>▪ Sending a doctor abroad</li> <li>▪ Transporting the Insured to the medical centre</li> <li>▪ Repatriating the Insured to his/her home address</li> <li>▪ Repatriating the Insured's body to his/her country of origin in the event of death</li> <li>▪ Meeting the costs of a travel ticket</li> <li>▪ And the accommodation expenses of a member of the Insured's family</li> <li>▪ Meeting the costs of extending the Insured's stay</li>   <li>▪ Return of persons accompanying the Insured</li> <li>▪ And meeting their accommodation expenses</li>   <li>▪ Early return of the Insured</li> <li>▪ Legal assistance abroad</li> <li>▪ Bail bond abroad</li> <li>▪ Advance of funds</li> <li>▪ Sending urgent messages</li> <li>▪ Search and rescue expenses</li> </ul>	Actual expenses Actual expenses Actual expenses Actual expenses Actual expenses  Return ticket Maximum any one person and per day ..... <b>50 €</b> Maximum: .....500 € Maximum any one Insured and per day: ..... <b>50 €</b> Maximum : ..... <b>500 €</b> Return ticket Maximum any one person and per day: ..... <b>50 €</b> Maximum : ..... <b>500 €</b> Return ticket Maximum any one Insured: ..... <b>3.000 €</b> Maximum any one Insured : ..... <b>7.500 €</b> Maximum any one Insured : ..... <b>500 €</b> Actual expenses Maximum any one Insured : ..... <b>5.000 €</b> Maximum any one event..... <b>25.000 €</b>
<b>PUBLIC LIABILITY ABROAD</b>	Maximum bodily injury:..... <b>4.500.000 €</b> Maximum property damage: ..... <b>450.000 €</b> Deductible on each loss: ..... <b>80 €</b>

**SECTION 3 – INCEPTION AND PERIOD OF POLICY COVERS**

The policy covers shall take effect on the departure date at 0:00 hours, stated on the Enrolment Application and no earlier than the following day at 0:00 hours on the date on which the enrolment form is signed by the Insured.

The covers shall cease as soon as the Insured returns to his/her Home or no later than the following day at 0:00 hours on the date of his/her return stated on his/her Enrolment Application.

They shall attach to the Insured 24 hours a day throughout the period of his/her stay in accordance with the dates and destination country specified on his/her Enrolment Application.

**In any case, the warranty period could not exceed 60 consecutive days.**

## **1 – MEDICAL EXPENSES COVER**

### Insured interest

The cover shall grant reimbursement of medical expenses (treatment, hospitalisation expenses, pharmaceutical costs, fees, ambulance costs) incurred by the Insured, up to the limit laid down in the "Table of Limits".

These expenses must be exclusively prescribed by a medical authority possessing the qualifications or authorisations required in the country where it operates, and legally entitled to practise its profession.

This cover shall be limited to the reimbursement of the actual expenses incurred by the Insured.

### Formalities in the event of Hospitalisation:

In the event of an Accident or Illness affecting the Insured requiring his/her Hospitalisation, the Insured (or his/her legal representative) must, except in the case of force majeure, contact the Assistance Provider which shall provide him/her with the full contact details of the approved hospital establishment nearest to the area where the Insured is situated.

**If, owing to his/her condition, the Insured (or his/her legal representative) finds it impossible to make this contact prior to his/her Hospitalization, he/she shall contact the Assistance Provider as soon as his/her condition so allows.**

Should the hospital establishment refuse to accept direct payment of the expenses by the Assistance Provider, the Insured shall pay these expenses as an advance and shall be reimbursed 100% of the actual expenses, up to the limit any one person and per file, laid down in the "Table of Limits".

### Details of limits of liability

- Medical expenses without hospitalization: 100% of the actual expenses. Per person and per claim as stipulated in the "Table of Limits"
- Medical expenses in the event of hospitalization: 100% of the actual expenses.
- Emergency dental treatment: 100% of the actual expenses up to the limit per person and per year, any one person and in all, laid down in the "Table of Limits" subject to a Deductible on each file specified in the "Table of Limits", in respect of costs resulting from emergency dental services (which could not be postponed, owing to the consequences of the Insured's pathological condition) involving the following treatments: dressing, filling, root canal work or extraction.

## **2- ASSISTANCE AND REPATRIATION COVER**

### **Inception and period of cover**

This cover shall attach to the Insured, in the event of an accident or illness of which he/she is a victim, 24 hours a day throughout the period of each stay during the academic year.

### **Intervention Conditions**

**For any intervention the Insured or his/her representative must contact the Assistance Provider beforehand. The contact details are given in the section "WHAT TO DO IN THE EVENT OF A LOSS" and on the Assistance Card.**

**In all cases, only the Assistance Provider's medical authorities shall be empowered to decide on repatriation, the choice of means of transport and the place of hospitalization, and, if necessary, they shall liaise with the local attending physician and/or the family doctor.**

**Reservations shall be made by the Assistance Provider, who is entitled to ask the Insured for any unused travel tickets.**

**The Assistance Provider shall only be obliged to meet the costs in excess of those that the Insured ought normally to have incurred for his/her return.**

### **Nature of benefits and coverage**

#### Sending essential medicines abroad that cannot be found locally

The Assistance Provider shall search, on behalf of the Insured who is abroad, for necessary medicines and send them to him/her as soon as possible, within the limits of the legislation of the country where he/she is located.

**The cost of these medicines shall be borne by the Insured. Treatments in progress before departure shall not be covered. Contraceptives shall not be considered to be medicines.**

#### Sending a doctor abroad

Should it be considered necessary, both on account of the state of health of the Insured and the prevailing circumstances, the Assistance Provider shall send out a doctor or a medical team in order better to judge the measures to be taken and to organize them.

#### Transporting the Insured to the medical centre

The Assistance Provider shall organize and meet the cost of transporting the Insured to a more appropriate or better equipped hospital establishment.

Depending on the seriousness and circumstances, he/she shall be transported by rail (1<sup>st</sup> class), in a seat, couchette or sleeping car, ambulance or light ambulance, scheduled airline in a seat or on a stretcher or private air ambulance.

#### Repatriation of the Insured to his/her home address

The Assistance Provider shall repatriate the Insured to his/her home address when he/she is in a condition to leave the medical centre. Repatriation as well as the most suitable methods shall be decided and chosen by the Assistance Provider under the same conditions as above.

#### Repatriation of the body in the event of death

In the event of an Insured's death occurring during the journey, the Assistance Provider shall meet the cost and organize the transportation of the Insured's body to his/her home address.

The costs of burial, embalming, the coffin and the ceremony, unless they are made obligatory by local legislation, shall not be covered under the present policy.

#### Provision of a travel ticket and accommodation expenses for a member of the Insured's family in the event of prolonged hospitalization

If neither the Insured's spouse/partner nor any adult member of the Insured's family is accompanying him/her, and if his/her state of health does not allow him/her to be repatriated, and if his/her stay in a local hospital is longer than 3 consecutive days (or 48 hours if the Insured is a minor or disabled), the Assistance Provider shall make available free of charge to the Insured's spouse/partner or to a member of his/her family, resident in his/her home country, a return air ticket (economy class) or train ticket (1<sup>st</sup> class) to enable him/her to go to the Insured's bedside.

Moreover, the Assistance Provider shall organize and pay for the accommodation of that person up to the amount specified in the "Table of Limits".

#### Meeting the costs of extending the Insured's stay

If the Insured's state of health does not require his/her hospitalization, if the Assistance Provider cannot bring about his/her repatriation and if the scheduled period of his/her trip has ended, the Assistance Provider shall meet the costs of extending the Insured's stay up to the amount specified in the "Table of Limits".

Likewise, the Assistance Provider shall make available to the Insured and meet the cost, up to the amount specified in the "Table of Limits", of a travel ticket, limited to an air ticket (economy class) or train ticket (1<sup>st</sup> class), to enable him/her to return home, provided that he/she cannot use the travel ticket initially provided in connection with his/her stay.

#### Return of persons accompanying the Insured and meeting their accommodation expenses

If the Insured is hospitalized or repatriated by the Assistance Provider, the latter shall organize and pay for the following:

- For the Insured's spouse/partner and/or children, or for a maximum of two members of his/her Family or for one person without any family connections, beneficiaries under the present policy, entered on the same Enrolment Application as the Insured's and travelling with him/her.
  - The costs of an early return Home or to the place of burial, limited to an air ticket (economy class) or train ticket (1<sup>st</sup> class), provided that the travel ticket initially provided in connection with the stay of such persons cannot be used.
  - The costs of extending the Stay of such persons up to the amount specified in the "Table of Limits".

- For a member of the Family or close relative of the Insured, residing in his/her home country, in order to take charge of and take back to their Home the Insured's minor or disabled children, if he/she is travelling alone with them:
  - A return air ticket (economy class) or rail ticket (1<sup>st</sup> class).
  - The accommodation expenses of that person up to the amount specified in the "Table of Limits".

#### Early return of the Insured

In the event of death or hospitalization lasting more than 48 consecutive hours of a member of the Insured's family, the Assistance Provider shall make available and pay for a travel ticket, limited to an air ticket (economy class) or train ticket (1<sup>st</sup> class), to enable him/her to return home, provided that he/she cannot use the travel ticket initially provided in connection with his/her journey.

#### Legal assistance abroad

If the Insured is imprisoned or threatened with imprisonment, provided that the acts of which he/she is accused are not liable to punishment for a criminal act in accordance with local legislation, the Assistance Provider shall pay the costs of a lawyer up to the amount specified in the "Table of Limits".

#### Bail bond

If the Insured is imprisoned or threatened with imprisonment, provided that the acts of which he/she is accused are not liable to punishment for a criminal act in accordance with local legislation, the Assistance Provider shall advance funds for the bail bond required from the Insured up to the amount specified in the "Table of Limits".

For the reimbursement of that sum, the Assistance Provider shall grant the Insured a period of three months from the date of the advance. If the bond is refunded before the end of that period by the country's authorities, it must immediately be returned to the Assistance Provider. If the Insured is summonsed before a court and fails to appear, the Assistance Provider shall immediately demand reimbursement of the bail bond which the Insured is unable to recover owing to his/her non-appearance. Legal proceedings may be brought if the bail bond is not repaid within the specified period.

#### Sending urgent messages

At the express request of the Insured, the Assistance Provider shall pass on 24 hours a day to their addressee in France messages of an urgent and strictly personal nature.

#### Advancing funds abroad

In the event of loss or theft of the Insured's bank cards, his/her identity papers (such as passport, visa, identity card, etc.) and/or his/her return travel ticket, the Assistance Provider shall make available to the Insured a maximum sum specified in the "Table of Limits" in order to help him/her replace them.

In return, the Assistance Provider shall ask him/her at the same time for a financial guarantee in France.

#### Search and rescue expenses

The Insurance Company shall reimburse, up to the amount specified in the "Table of Limits", the search and rescue expenses (including the use of sledges and helicopters) relating to the operations organized by civil or military rescuers or organizations specialized in the obligation of intervening as a result of the disappearance or accidental bodily injury of the Insured.

Only expenses incurred by organizations authorized to come to the aid of the insured and which have been billed to him/her may be reimbursed.

#### Exceptional Circumstances

The Assistance cannot be held responsible for delays or failures in the provision of services in case of a strike, riot, popular movement, reprisals, restrictions on freedom of movement, any act of sabotage or terrorism, civil or foreign war, heat or radiation from the decay of atomic nuclei, radioactivity, other acts or force majeure event.

### **3 – PERSONAL LIABILITY ABROAD**

For the purposes of this coverage, the following definitions:

#### **Bodily injury**

Any bodily impairment suffered by a person.

#### **Property damage**

Alteration, damage, loss and / or destruction of a thing or substance, including any physical damage to animals.

### **Third**

Any natural or legal person other than the Insured himself, members of his family, ascendants and descendants and persons accompanying him/her, servants, employees or not of the Insured in the performance of their duties.

### **Loss liability**

Any court or judicial claim against the Insured. Is a single loss all claims relating to the same fact generator.

### **Nature of the cover**

The Insurer guarantees the financial consequences of civil liability of the Insured that could arise during the stay abroad, under the legislation or jurisprudence because of bodily injury and property damage to third parties, in the amounts and Deductible shown in " Table of Limits " .

If a contract covering the liability of the Insured, were subscribed previously or in parallel to this contract, the benefit comes after exhaustion of the benefit of this contract signed previously or in parallel.

## **SECTION 4 - EXCLUSIONS**

### **1 - EXCLUSIONS COMMON TO ALL SECTIONS OF COVER**

The following shall always be excluded from all policy covers:

- Accidents caused or brought about intentionally by the Insured or the beneficiary of the policy.
- The consequences of the suicide or attempted suicide of the Insured.
- Accidents caused by foreign war or civil war.

Also excluded are accidents occurring in the following circumstances:

- If the Insured practices a sport on a professional basis, practices or takes part in an amateur race requiring the use of a motorized craft or vehicle on land, on water or in the air.
- If the Insured uses, as a pilot or passenger, a microlight, hang-glider, parachute or paraglider.
- If the Insured participates in brawls (except in the case of self-defense), crimes or bets of any kind.
- You are not covered under this policy for any trip (or journey\*) in, to or through the following countries: Iran, North Korea, Syria, Cuba, Crimea and Sudan.
- You are not covered under this policy if you are on any official government or police database of suspected or actual terrorists, members of terrorist organizations, drug traffickers or illegal suppliers of nuclear, chemical or biological weapons.
- Nervous and mental illness.

### **2 - EXCLUSIONS SPECIFIC TO ASSISTANCE, REPATRIATION AND MEDICAL EXPENSES ABROAD COVERS**

Apart from the exclusions specified in the Section "Exclusions common to all sections of cover", the following shall never be covered:

- Minor ailments or injuries that can be treated on the spot,
- Relapses in connection with illness previously recorded and entailing a sudden and imminent risk of aggravation.
- The costs of burial, embalming and the ceremony, unless they are made obligatory by local legislation.
- Costs incurred by the Insured without the prior agreement of the Assistance Provider.
- The costs of meals, hotels, travel, road tolls, fuel, taxi or customs, except for those included under the cover.
- Acts liable to criminal penalties in accordance with the legislation of the country in which the Insured is located.

- Medical expenses incurred in the Insured's home country except in the cases included under the cover.
- The consequences or relapses of previously observed illnesses unless it was considered by a medical as consolidated and medical expenses arising from the diagnosis or treatment of a physiological state (pregnancy except in the cases included under the cover) already known before the inception date of cover.
- Medical expenses connected with pregnancy or maternity, abortions and their consequences except in case of medically recognized necessity or following a covered accident or illness, treatments connected with sterility.
- Medical expenses arising from cases of dorsodynia, lumbalgia, lumbosciatica, herniated disc, parietal hernia, intervertebral herniation, crural hernia, scrotal hernia, linea alba inguinal hernia and umbilical hernia.
- Courses of treatment at a spa, rehabilitation, costs of spectacles, contact lenses, prostheses of all kinds, routine examinations and tests or check-ups, preventive tests or treatments, monitoring tests and examinations in the absence of an insured accident or illness except if they were unknown the purchase day of the present policy.
- The costs of transplanting organs not made necessary by an insured accident or illness.
- The costs of cosmetic or reconstructive surgery and non-essential treatment, sessions of acupuncture, physiotherapy, chiropractic or osteopathy not resulting from an insured accident or illness.
- Vaccination.
- The costs of treatments not prescribed by a qualified medical authority.
- Contraception

### **3 - SPECIFIC EXCLUSIONS TO PERSONAL LIABILITY ABROAD**

Besides the common exclusions are never guaranteed :

- Professional liability and consequential loss non consecutives to bodily injury or property damage in the context of professional liability .
- Damage caused or provoked intentionally by the Insured or with his complicity as well as the officers of the insured in the case of a legal person.
- The accidents due to and to the Insured, his/her ascendants, descendants or anyone living with him/her , arising from the use of motor vehicles or motor boats sail or motor, aircraft, animals saddle which the Insured or persons whom he is legally responsible , have the property , conduct or custody , or from the participation of the Insured as a competitor in a competitive sport .
- The practice of snow skiing, ice skating or sledding on snow quality and professional competition.
- The practice of dangerous sports , mountaineering, caving , boxing, polo , karate, football, parachuting, piloting aircraft , gliding , hang gliding , ULM , diving with independent equipment .
- Property damage resulting from fire or explosion under the provisions of Article 1384 of the Civil Code, the same damage is in any case excluded if they occurred in the premises for which the Insured owns or occupant.
- Damage occurring in the country of domicile of the Insured.

## **SECTION 5 – PROCEDURE IN THE EVENT OF LOSS**

### **NOTIFICATION OF LOSS**

For Assistance services and the direct payment of Hospitalization expenses :

- **It is necessary, prior to any intervention, exclusively to contact the Assistance Provider.**
- **State the number of the present insurance policy, the agreement number and the Insured's identification number appearing on the Assistance Card.**

After verification, the Assistance Provider shall issue an acceptance number. Payment of the expenses shall then be made directly to the hospital by the Assistance Provider.

Contact details of the Assistance Provider for assistance services and payment of hospitalization medical expenses exclusively

### **AVA ASSISTANCE**

**Telephone:**

- from abroad + 33 1 49 02 42 11
- from France 01 49 02 42 11
- From USA and Canada 1.817.826.7090

Exceptional circumstances

**The Assistance Provider cannot be held liable for delays or impediments in the performance of services in the event of strikes, riots, civil commotion, reprisals, restrictions on free movement, any act of sabotage or terrorism, civil or foreign war, release of heat or radiation resulting from the disintegration of atomic nuclei, radioactivity, or other cases of unforeseeable circumstances or force majeure.**

For all other policy covers:

In order to benefit as soon as possible from his/her indemnity, the Insured or his/her legal representative must, under threat of forfeiture, report any loss likely to affect the policy covers from the time that he/she becomes aware of same:

- within 15 working days for the reimbursement of Medical Expenses without hospitalization, "Public Liability Abroad" covers.

In the event of non-notification or notification after the deadline, cover shall no longer be granted if the Insurer establishes that the delay caused it a loss, unless the Insured or his/her representative proves that, as a result of unforeseeable circumstances or force majeure, it was impossible for him/her to report the loss within the period laid down.

If the Insured or his/her representative intentionally uses inaccurate documents or fraudulent means, he/she shall entirely forfeit all entitlement to any indemnities. The same applies in the event of non-disclosure in the loss notification, tending to exaggerate or misrepresent the consequences of the accident or illness, to disguise its causes or to prolong its consequences.

Should the Insured refuse without valid grounds to submit to an examination by the Insurance Company's doctors and/or experts and if, after a notice given 48 hours in advance by registered letter, he/she persists in his/her refusal, he/she shall forfeit all entitlement to any indemnity for the loss in question.

**Contact details of the centre for the notification and management of claims except for Assistance and Medical Expenses in the case of Hospitalization**

- For medical expenses without hospitalization exclusively

**AVA Assurances Voyages**  
**Address: 25 rue Maubeuge**  
**75009 PARIS, FRANCE**  
**Telephone : from France: 01.53.20.44.23**  
**from abroad: 33.1.53.20.44.23**  
**Fax : 01.42.85.33.69**  
**from abroad: 33.1.42.85.33.69**

**DOCUMENTS NECESSARY FOR THE SETTLEMENT OF THE LOSS****In all cases, the Insurer shall necessarily require the following items to draw up the File:**

- The identification number of the Insured and the policy number (stated on the Assistance Card).
- A copy of the Enrolment Application for the present policy.

**In addition, depending on circumstances, the Insurer shall also require the following items:**

**For medical expenses without hospitalization cover:**

- The original supporting documents for the expenses.
- The Medical File completed
- The **French Social Security or any other equivalent organization cover**

**For Personal Liability cover:**

- An affidavit giving details of the circumstances and consequences.
- Any correspondence, documents, summonses, legal letters concerning the loss.

- Also advise of any prosecutions or inquiries in which the Insured may be involved concerning the reported loss.

**The Insured cannot propose any agreement, undertaking, offer, payment or indemnity without the written agreement of the Insurer.**

**If additional medical documents or any other supporting document, as per the coverage in question, prove necessary for the settlement of the Loss, the Insured shall be personally alerted by the Claim Management Centre or the Insurer.**

#### **SETTLEMENT OF CLAIM**

Upon the occurrence of the risk, the Insurance Company must perform within the agreed time limit the service determined by the policy and that shall be the limit of its obligation (Art L 113-5 of the Insurance Code).

The indemnity or benefit shall be paid at the registered office of the Insurance Company in France or of its authorised representative.

Following agreement between the parties, the indemnity or benefit shall be payable without interest within a period of 10 days after it is determined. Failing an agreement, payment shall be made within the same period following an enforceable court decision. Payment of the indemnity shall be final and shall release the Insurance Company from any subsequent recourse or appeal relating to the loss or its consequences.

#### **Expert assessment**

The loss or damage shall be evaluated by negotiation or, failing this, by an out-of-court expert's investigation, subject to the respective rights of the parties. Each of the parties shall choose an expert. If the experts thus appointed fail to reach an agreement, they shall choose a third expert. The three experts shall operate by mutual agreement and by a majority of votes. If one of the parties fails to appoint its expert, or if the two experts fail to agree on the choice of the third one, the appointment shall be made by the commercial court in the judicial district in which the loss occurred. This appointment shall take place on a simple request by the more diligent party made at the earliest 15 days after sending the other party a registered letter giving formal notice, with advice of delivery. Each party shall pay the costs and fees of its expert and, if necessary, half the fees of the third expert and of the costs of his/her appointment.

#### **Subrogation or recourse against those responsible for the loss**

For Medical Expenses cover, if an indemnity has been paid, the Insurer shall be subrogated to all the rights and remedies of the Insured, up to the amount of this indemnity, against any person responsible for the loss or damage. These provisions shall not apply, except in the case of malicious activity, to the children, relatives in direct line of ascent or descent, or employees of the Insured, nor to any person living habitually in his/her household.

#### **Independent aggravation of the accidental or pathological event**

Whenever the consequences of an accident or an illness are aggravated by an empirical treatment, or by the Insured's negligence or refusal to submit to the medical treatment necessitated by his/her condition, the benefit shall be calculated not on the actual consequences of the case, but on those that would have been experienced in a normal healthy subject undergoing a rational and appropriate medical treatment.

### **SECTION 6 – MISCELLANEOUS**

#### **STATEMENT OF RISK**

Accordance with the law, this agreement is based statements of the Insured. It must therefore answer the questions posed by the Insurer through the Application form, which are likely to make him appreciate the risks he takes over (Art. L 113-2 of the Insurance Code) .

#### **Penalties in the event of a false declaration**

**Any inaccuracy, omission, failure to declare or deliberate false declaration by the Insured relating to the information that constitutes the risk when taking out the policy or whilst it is in force will be punishable, even if it had no impact on the Claim, by a reduction in compensation or by rendering the policy null and void (Articles L.113-8 and L.113-9 of the French Insurance Code [Code des assurances]).**

**Similarly, any omission, withholding of information or false declaration, whether or not it is deliberate, in the Claim report will render the Insured liable to forfeiture of cover or cancellation of the policy.**

### **Multiple insurance policies**

Under no circumstances may the Insured be covered more than once under this policy for the same trip. If that were the case, the Insurer's commitment would be limited to a single subscription in any event.

### **Address for service**

The Insurer and its representatives choose the Company's domicile at its registered address in France: AIG - Tour CBX 1 passerelle des reflets 92400 Courbevoie

### **Period of limitation**

In accordance with the provisions of Articles L114-1 of the Insurance Code, all actions arising from a contract of insurance are time-barred 2 years after the date of the event giving rise to the action.

However, this period will only start to run:

1 In the case of concealment, omission, false or inaccurate provision of information in respect of the risk to be covered: from the date the Insurer becomes aware of the event;

2 In the case of an event giving rise to a claim: only from the day on which the interested parties become aware of it, if they prove that they have ignored it until then.

When the action of the Insured against the Insurer results from a claim by a third party, the statutory limitation period shall only start to run from the day upon which that party has taken legal action through the courts against the Insured or has been compensated by the latter.

The statutory limitation period is extended to ten years in contracts of insurance against accidents to the persons where the Beneficiaries are the legal heirs of the deceased Insured.

The statutory limitation period is interrupted by one of ordinary causes of limitation period interruption, namely by:

- any court summons, including interim proceedings, any court order to pay or seizure, served on the person seeking to invoke the statutory limitation periods in an attempt to prevent him from so doing;
- any unequivocal recognition by the Insurer of the Insured's right to receive insurance benefits,
- or any recognition of debt by the Insured in favour of the Insurer;
- as well as in the other following cases provided for under article L114-2 of the Insurance Code:
  - any designation of an expert following an event giving rise to a claim;
- the sending of a registered letter with acknowledgment of receipt by:
  - the Insurer to the Insured for non-payment of premium;
  - the Insured to the Insurer for payment of the insurance benefit.

As an exception to article 2254 of the Civil Code, the parties to an insurance contract may not, even by mutual agreement, either change the duration of the statutory limitation periods, nor add to the grounds for suspension or interruption of the same.

### **Personal Data Protection**

The Insurer undertakes to protect the personal data of its customers, policyholders and partners. The personal data collected by the Insurer are collected for the purposes of allowing (automatically or not) the subscription and management of contracts and claims or the provision of other services.

The Insurer may also use personal data collected as part of crime prevention (in particular in the fight against fraud and money laundering).

The Insurer may disclose personal data to companies in its group, service providers and other third parties for the same purposes. Personal data may be transferred abroad, including to countries that are not part of the European Economic Area. These transfers are governed by appropriate guarantees, including contractual ones, in accordance with the applicable European regulations.

Data subjects have certain rights in relation to their personal data and in particular the rights of access, rectification, limitation to use, opposition, deletion or portability.

Moreover, in the context of assistance services, in order to control the quality of the services rendered and to provide the said services, telephone conversations between the Insureds and the services of the Assistor, acting on behalf of the Insurer, may be registered.

The personal data that will be collected during this call are essential for the implementation of assistance services.

Additional information on the use of personal data by the Insurer and on the rights of data subjects is available at <http://www.aigassurance.fr/protection-des-donnees-personnelles>.

Anyone concerned may exercise their rights by writing to: AIG Compliance Service, Tour CB21-16 Place de l'Iris - 92040 Paris La Defense Cedex or by e-mail to [donneespersonnelles@aig.com](mailto:donneespersonnelles@aig.com). A copy of the Insurer's Personal Data Protection Policy may be obtained by writing as described above.

## **APPLICABLE LAW AND JURISDICTION**

This information notice is written in French and is subject to French law. This information notice has been translated into German. The German translation of this information sheet is not contractual and is provided for information purposes only.

In the event of a dispute between the Insured or the Beneficiary and the Insurer, only the original wording of the information sheet in French shall apply and shall prevail over the translation.

In the event of a dispute, the Insured and the Beneficiary may bring an action against the Insurer before the competent court within the jurisdiction of the Court of Appeal of Versailles or the competent court of their place of residence.

## **COMPLAINTS - MEDIATOR**

In the event of dissatisfaction relating to the conclusion or performance of this Contract, the Insured or the Beneficiary may contact the Insurer by contacting his usual contact person or the "customer service" department at

AIG - Tour CBX 1 passerelle des reflets 92400 Courbevoie

The request must indicate the Contract number and specify its purpose.

The Insurer's policy on customer satisfaction is available on its website at the following address: <http://www.aig.com>.

When the claimant is a natural person acting for non-professional purposes and the disagreement persists after the response provided by the Insurer's French branch, the claimant may refer the matter to the French Insurance Mediator by mail at the following address La Médiation de l'Assurance, TSA 50110, 75441 Paris Cedex 09, or by email to [le.mediateur@mediation-assurance.org](mailto:le.mediateur@mediation-assurance.org) or by filling in the online form available on [www.mediation-assurance.org](http://www.mediation-assurance.org)

As AIG Europe SA is a Luxembourg insurance company, the natural person concerned may also, if the disagreement persists after the response provided by the Insurer's French branch or in the absence of a response after 90 days

1. raise the claim at the Insurer's head office, either by post by writing to AIG Europe SA "Service Réclamation Niveau Direction", 35D avenue John F. Kennedy, L-1855 Luxembourg, or by email by writing to the following address: [aigeurope.luxcomplaints@aig.com](mailto:aigeurope.luxcomplaints@aig.com) ;

2. to refer the matter to one of the Luxembourg mediation bodies whose contact details can be found on the website of the Insurer's head office at the following address <http://aig.lu>; or

3. submit an extra-judicial appeal to the Luxembourg Commissariat Aux Assurances (CAA), either by post to the address of the CAA, 7 boulevard Joseph II, L-1840 Luxembourg, or by fax to the CAA at +352 22 69 10, or by email to [reclamation@caa.lu](mailto:reclamation@caa.lu), or online on the CAA website <http://www.caa.lu>.

None of the amicable remedies referred to above shall prejudice the right of the person concerned to take legal action before the courts.

## **SUPERVISORY AUTHORITY :**

AIG Europe SA is authorised by the Luxembourg Ministry of Finance and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel: (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu>. The annual report on the solvency and financial situation of AIG Europe SA is available at <http://www.aig.lu>.

The marketing of insurance contracts in France by the French branch of AIG Europe SA is subject to the applicable French regulations, under the supervision of the Autorité de Contrôle Prudentiel et de Résolution, 4 place de Budapest, CS 92459, 75436 Paris Cedex 09. <https://acpr.banque-france.fr/>.

The Subscriber in its capacity as a payment institution via its subsidiary Spendesk Financial Services, a simplified joint stock company with a capital of 500,000 euros Registered office: 51 rue de Londres - 75008 Paris is supervised by the Autorité de Contrôle Prudentiel et de Résolution 4 place de Budapest, CS 92459, 75436 Paris Cedex 09. <https://acpr.banque-france.fr/>.