

## PLAN SANTE STUDIES TERMS AND CONDITIONS

N° 4.089.038

### SECTION 1 - COMMON DEFINITIONS

#### **Insurer**

**AIG Europe SA.** A company Registered in Luxembourg under RCS number : B 218806.  
Registered Office : 35 D Avenue JF Kennedy L 1855 Luxembourg  
Registered branch office in France : Tour CB 21 - 16 Place de l'Iris, 92400 Courbevoie. France  
Postal Address : Tour CB 21 - 16 Place de l'Iris, 92040 Paris La Défense Cedex France.  
RCS Nanterre 752 862 540. Phone: +33 1.49.02.42.22 - Facsimile: +33 1.49.02.44.04.  
*AIG Europe Limited is rated ratings: A+ (S&P)*

#### **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.

#### **Baggage**

The Insured's suitcases, trunks and hand luggage as well as their contents, provided that this involves clothes and personal belongings carried by the Insured in the course of the insured journey or objects purchased during this journey.

**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.

**Mugging**

Any act of violence suffered by the Insured Person and committed by a Third Party and/or any deliberate act performed by a Third Party to rob the Insured Person.

**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, 'DOM-TOM' (overseas provinces and overseas territories), 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**

Any country, territory or possession outside Metropolitan France.

By agreement, 'DOM-ROM' (overseas provinces and overseas regions), 'PTOM' (overseas countries and territories) and 'COM' (overseas communities) shall be deemed equivalent to 'abroad' with respect to Medical Expenses cover.

**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.

**Hospitalization**

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 authorizations 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, hospitalization for assessment and care.

**Maximum any one event**

Should the cover operate in favor 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 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.

**Valuable items**

Shotguns, sports equipment and materials, jewelry, objects made with precious materials, precious stones, pearls, watches, furs, photographic and cinematographic equipment, laptop and mobile telephone equipment, audiovisual recording or production equipment as well as their accessories.

**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 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li><b>Loss, theft or damage to BAGGAGE</b></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Maximum any one Insured and in all: <b>2000 €</b><br>Valuable items limit: ..... <b>1000 €</b><br>Deductible on each file: ..... <b>15 €</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>MEDICAL EXPENSES ABROAD</b><br><b>In the event of hospitalization</b><br><b><u>obligatory call to the assistance platform</u></b><br><br><b>Without hospitalization</b> <ul style="list-style-type: none"> <li>Consultation, analyses, drugs</li> <li>Emergency dental treatment:</li> <li>Medical Expenses relating to maternity</li> <li>Optical emergency</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Unlimited without deductible</b> <ul style="list-style-type: none"> <li>Payment in full, up to 100% of the actual expenses</li> <li>100% reimbursement of actual expenses.</li> <li>Reimbursement of actual expenses up to <b>300 €</b></li> <li>75% reimbursement of actual expenses up to a limit of <b>8000 €</b></li> <li>Maximum 250€, deductible on each file 50 €</li> </ul>                                                                                                                                                                                                                                                                                       |
| <b>MEDICAL EXPENSES IN France</b><br>Limited to the Maximum Stipulated Rate of French "Sécurité Sociale"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | In the event of hospitalization: . <b>1.000.000 €</b><br>Maximum without hospitalization: <b>15.000 €</b><br>With no deductible in either case                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <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<br>Actual expenses<br>Actual expenses<br>Actual expenses<br>Actual expenses<br>Return ticket<br>Maximum any one person and per day <b>50 €</b><br>Maximum: ..... <b>500 €</b><br>Maximum any one Insured and per day: <b>50 €</b><br>Maximum : ..... <b>500 €</b><br>Return ticket<br>Maximum any one person and per day: <b>50 €</b><br>Maximum : ..... <b>500 €</b><br>Return ticket<br>Maximum any one Insured: ..... <b>3.000 €</b><br>Maximum any one Insured : ..... <b>7.500 €</b><br>Maximum any one Insured : ..... <b>500 €</b><br>Actual expenses<br>Maximum any one Insured : ..... <b>5.000 €</b><br>Maximum any one event..... <b>25.000 €</b> |
| <b>PERSONAL ACCIDENT</b><br>Capital accidental death<br>Capital accidental permanent disability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Maximum any one insured : 8.000 €<br>Up to : 40.000 €<br>deductible 30 %                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>PUBLIC LIABILITY ABROAD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Maximum bodily injury:..... <b>4.500.000 €</b><br>Maximum property damage: ..... <b>450.000 €</b><br>Deductible on each loss: ..... <b>80 €</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>THE HOLIDAY LEGAL LIABILITY COVERAGE</b><br>Water damage and Fire damage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Maximum property damage:..... <b>100.000 €</b><br>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.

**Medical expenses in case of illness takes effect after expiration of a period of 7 days from the effective of the contract.**

#### 1 – COVER AGAINST LOSS, THEFT OR DAMAGE TO BAGGAGE

##### **Nature of cover**

The cover shall grant reimbursement, up to the limits of liability and subject to the deductible specified in the “Table of Limits”, in respect of:

- the loss, theft or total or partial destruction of the Insured's baggage and personal belongings while they are being carried by the airline on which the Insured is travelling and with whom his/her baggage and personal belongings have been duly checked in.
- only in case of theft with mugging during the entire stay.

In all cases, the indemnity shall be calculated on the basis of the replacement value of items of the same nature less depreciation and cannot exceed the amount of loss sustained, nor take into account the consequential loss.

In the first year following purchase, the reimbursement value shall be calculated up to the amount of 75% of the purchase price. From the second year following purchase, the value shall be reduced by 10% per year.

Valuable items shall be covered up to the limits of liability specified in the “Table of Limits”.

Where the loss, theft or total or partial destruction of the Insured's baggage and personal belongings comes within the public liability of an airline company with whom they were duly checked in, the Insurer's cover shall apply after exhaustion and exclusively as a supplement to the indemnities that the carrier has to pay without being able to exceed the maximum amounts specified in the “Table of Limits”.

##### **Procedure in the event of loss**

In addition to the rules specified in the section “Common procedure in the event of loss”, the Insured or his/her representative must:

- **In the event of theft, refer the matter that same day to the local authorities by filing a complaint.**
- **If the baggage was entrusted to a carrier or hotelier, make a declaration to the latter, specifying the damage.**
- **In the event of total or partial destruction, ensure that it is recorded in writing by a competent authority or by an official, or otherwise by a witness.**
- **Take all measures so as to limit the consequences of the loss.**
- **Notify the management centre by registered letter within 2 working days in the event of theft, following his/her return home, except in the case of unforeseeable circumstances or force majeure.**
- **Specify the number of the present insurance policy.**

- **Supply all the original documents and information proving the basis of his/her claim and/or which are requested by the management centre.**

If the stolen or lost items are found and returned to the Insured, the latter undertakes to advise the management centre and to return to them the indemnities already paid out under the present policy.

## **2 - MEDICAL EXPENSES COVER**

### **Insured interest**

The cover shall grant reimbursement of medical expenses (treatment, hospitalization 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 authorizations required in the country where it operates, and legally entitled to practice its profession.

This cover shall be limited to the reimbursement of the actual expenses incurred by the Insured. For Insureds of French nationality domiciled in Metropolitan France, Corsica or the Principality of Monaco and staying in the 'DOM-ROM' (overseas provinces and overseas regions), 'PTOM' (overseas countries and territories) and 'COM' (overseas communities), the Insurer's cover shall apply as a supplement to the reimbursements provided by the French Social Security or any other payment or reimbursement organization.

### **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.
- **Medical expenses relating to maternity (pregnancy, miscarriage, childbirth as well as their pathological consequences or complications: 75% of the actual expenses up to the limit, 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".**

**Cover shall attach to Insureds no more than 30 years of age on the date of their enrolment on the present policy, exclusively Abroad and after expiry of a waiting period of 180 days calculated from the date on which the Insureds enrolled on the present policy.**

- 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.

- Emergency optical: 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 optical if as a result of an insured Accident

#### Cessation of payment of Medical Expenses

- **Abroad:**  
Cessation of payment at the end of the Insured's stay, as per the date appearing on his/her Enrolment Application and his/her Assistance Card.  
Payment shall nevertheless continue for a maximum of 90 days beyond that date, if and only if the event giving rise to the Loss occurred during the currency of the policy.
- **In France** (Metropolitan France, Principality of Monaco, Corsica, 'DOM-TOM' (overseas provinces and overseas territories).

##### Definitive return:

Cessation of payment as soon as the Insured returns to France.

Payment shall nevertheless continue for a maximum of 90 days from the date of the definitive return, if and only if the event giving rise to the Loss occurred during the currency of the policy.

This payment shall be made up to the limit and subject to the deductible specified in the "Table of Limits" and as a supplement to the French Social Security benefit for those who pay national insurance, and failing this, limited to the stipulated rate of the French Social Security scheme.

##### Temporary return:

If the Insured stays in France temporarily for a period of less than 30 consecutive days (e.g. holidays), even though his/her planned stay abroad has not ended and his/her contract is still valid, in accordance with the dates appearing on his/her Enrolment Application and Assistance Card, he/she shall benefit from the payment of medical expenses arising from an accident or an illness.

This payment shall be made up to the limit and subject to the deductible specified in the "Table of Limits" and as a supplement to the French Social Security benefit for those who pay national insurance, and failing this, limited to the stipulated rate of the French Social Security scheme.

### **3- 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 specializing 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 can not 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.

## **4 - THE PERSONAL ACCIDENT COVER**

### **Nature of the cover**

A capital payment in the event of accidental death

In case of death occurring immediately or within 2 years from the consequences of a covered accident, the Insurer agrees to pay the Recipient(s) the capital indicated in "Table of Limits".

The capital beneficiary is the spouse of the insured, failing children of the Insured, failing the legal right holders of the Insured.

A capital payment in case of accidental disability

When an Insured suffers a covered accident and is medically established that persists partial or total permanent disability, the insurer pays the insured capital indicated in "Table of Limits" multiplied by the degree of disability of the insured, in accordance with Code disability Scale for Accidents at Work in accordance with the law of 30 October 1946 under the Code of Social Security.

The Insured can not demand any compensation before disability has been recognized, before full **consolidation. Consolidation means the date from which the state of the Insured is considered** stabilized from a medical point of view and there are permanent sequelae.

### **Accumulated allowance**

No accident can give rise simultaneously to the payment of death benefits and accidental disabilities. However, if after having received compensation resulting from a covered accident subsequent disability, the Insured dies within two years of the action of the same accident, the Insurer shall pay to the beneficiary(s) the capital provided in case of accidental death after deduction of compensation already paid for disability.

## **5 - 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.

**6 - HOLIDAY LEGAL LIABILITY COVERAGE**

The Insurer shall cover the financial consequences of liability incurred by the Insured, his or her Family members and persons living with him or her as renters or temporary occupants of the premises that are the object of the reservation, up to the amount listed in the «Schedule of Coverages,» for Property damage and Consequential Losses due to fires, explosions, or water damage occurring in the lodging to:

**- The owner of the rented premises**

- For Property Damage caused to the premises and to the furniture in the premises occupied by the Insured (renter's insurance)
- For Property Damage suffered by the other renters for which the Insured is held liable (loss of use of the rental)

In case of Property Damage or Consequential Losses, a straight deductible listed in the schedule of coverages shall be deducted from the compensation amount.

The coverage shall be triggered by the Proximate Cause.

For the application of the present coverage, the following terms shall have the following meanings:

**Property damage:**

Any alteration, deterioration, loss and/or destruction of a thing, or substance, including any physical harm to animals.

**Consequential Loss:**

Damage other than Property Damage and especially any financial harm resulting from the loss of enjoyment of a right. The direct consequences of covered Property Damage shall be considered a consecutive Consequential Loss.

**Proximate Cause:**

The event that constitutes the generating cause of the damage. A set of proximate causes with the same technical cause shall be considered a single proximate cause.

**Third party:**

Any individual or corporation **excluding the Insured him or herself, the members of his or her family, his or her parents and descendants, as well as the persons accompanying him or her, and the Insured's paid or unpaid agents exercising their duties.**

#### **Legal Liability Claim:**

Any damage or set of damages caused to Third Parties shall constitute a claim, if they engage the liability of the Insured, result from the Proximate Cause, and give rise to one or more amicable or legal claims made by the affected Third Party.

Additionally, the Insurer shall cover damage to the personal property of the Insured renter in case of fire, explosion, or water damage to the rented premises, up to the total indicated in the «Schedule of Coverages.»

## **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, Cuba, North Korea, Sudan, Syria, Crimée Area.
- 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.

### **2 - EXCLUSIONS SPECIFIC TO LOSS, THEFT OR DAMAGE TO BAGGAGE COVER**

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

- Documents, identity papers, credit cards, magnetic cards, travel tickets and vouchers, cash, certificates and securities, keys, skis, bicycles, sailboards, boats or any other means of transport, professional equipment, musical instruments, objets d'art, antiques, collections, goods, spectacles, contact lenses, prostheses and appliances of all kinds, clothing or accessories worn by the Insured, perishable goods and foodstuffs.
- Losses and damage caused by normal wear and tear, depreciation and inherent defects in the item.
- Poor handling of the item attributable to the Insured or to any other person.
- Poor or defective inner or outer packaging.
- If items are left unattended in a public place or in unlocked premises commonly made available to several occupiers.
- Loss or damage resulting from confiscation, seizure or destruction by order of an administrative authority.

### **3 - 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, pregnancies after the 6<sup>th</sup> month (except in the cases included under the cover).**
- **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.**
- **Abortions and their consequences, except in the event of medically recognized necessity or as a result of an insured Accident or Illness, treatments relating to infertility.**
- **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.**
- **Medical expenses relating to the treatment of the Insured's alcoholism and dependency on the consumption of any drug. However, it is specified that the consequences directly resulting from the use of narcotics or similar substances and resulting from the alcoholic state of the Insured shall remain covered by the present policy.**
- **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 consequences of nervous or mental diseases. However, the costs resulting from the first manifestation of these diseases shall remain covered by the present policy.**
- **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 costs except those mandated by local law.**
- **The costs of treatments not prescribed by a qualified medical authority.**
- **The lack of pathology.**
- **The threatening injuries can be treated on site (for warranty assistance, repatriation only).**
- **Medical expenses related to maternity and incurred during the waiting period of 180 days calculated from the date of accession of the Insured to this Agreement or incurred in the country of residence of the Insured.**
- **Medical expenses related to maternity, incurred by the Insured over the age of 30 years to the day of his accession to this contract.**
- **Contraception**

#### **4 - EXCLUSIONS SPECIFIC TO THE PERSONAL ACCIDENT COVER**

**Besides the common exclusions are never guaranteed:**

- **Accidents resulting from use with or without driving motor vehicles with 2 or 3 wheels of a cylinder capacity exceeding 125 cm<sup>3</sup>.**
- **Accidents caused by foreign war and civil war.**

- Accidents occurring when the Insured used as passenger aerial vehicles not belonging to a regular company or "Charter" duly authorized for paying passenger on regular lines.

## **5 - 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.

## **6 - EXCLUSIONS SPECIFIC TO THE HOLIDAY LEGAL LIABILITY COVERAGE**

In addition to the common exclusions, the following shall be excluded:

- Any damage resulting from damage intentionally caused by the insured.
- Any damage, without fire or explosion from excessive heat, the merger or contact of a light or fireplace, fumes, projections or fuel drops; burns including linens and clothing; total or partial destruction of objects fallen, thrown or placed in or on a fireplace.
- Any damage not engaging the renter's civil liability.
- Any damage to property and effects belonging to the renter.
- Any damage to premises owned by the Insured.
- Damage to animals belonging to or entrusted to the Insured.
- Damage to the Insured's partners, agents, or employees while carrying out their duties.
- Damage from willful degradation, cigarette burns or any other smoking item.
- Any damage caused by moisture, condensation, fog, or smoke.
- Breakdowns of equipment made available to the Insured.
- Damage caused to lamps, fuses, electronic tubes, cathode ray tubes, crystal semi-conductors, heating resistors, and electric blankets.
- Expenses for the repair or replacement of pipes, faucets, and apparatus integrated into water and heating installations.
- The theft of items left in yards, terraces, or gardens.
- The theft of items placed in common areas available to several renters or occupants, except in cases of burglary.
- The theft or loss of keys to the premises.
- Damage suffered while the premises holding insured items were occupied entirely by third parties other than the renter, his or her agents, or persons authorized by him or her.
- Damage following usage not compliant with the rental agreement.
- The consequences of contractual commitments where they exceed those to which the beneficiary is legally bound.

## 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:**

- |                              |                           |
|------------------------------|---------------------------|
| ▪ <b>from abroad</b>         | <b>+ 33 1 49 02 42 11</b> |
| ▪ <b>from France</b>         | <b>01 49 02 42 11</b>     |
| ▪ <b>From USA and Canada</b> | <b>1.817.826.7090</b>     |

#### 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 2 working days in the event of theft of Baggage;
- within 5 working days in the event of loss of or damage to Baggage;
- within 15 working days for the reimbursement of Medical Expenses without hospitalization, "Personal Accident", "Public Liability Abroad" and "Interruption of Studies" 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**  
**25 rue Maubeuge 75009 PARIS, FRANCE**  
**Tel from France: 01.53.20.44.23**  
**Tel from abroad: 33.1.53.20.44.23**  
**Fax : 01.42.85.33.69**  
**from abroad: 33.1.42.85.33.69**  
Email : [sinistres@ava.fr](mailto:sinistres@ava.fr)

#### **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 loss, theft or damage to baggage cover:**

- Copy of the complaint document in the event of theft, lodged with the competent local authorities, that same day or at the latest within 48 hours following the theft.
- Copy of the notification of loss, theft or total or partial destruction of the Baggage, sent to the air carrier.

If the stolen or lost items are found and returned to the Insured, the latter undertakes to advise the management centre and to return to them the indemnities already paid out under the present policy.

In the case of damaged property, the Insured may at any moment be asked to prove the damage, either by sending the damaged property to the management centre or by producing proof of the repair invoice for the aforementioned property.

###### **For medical expenses without hospitalization cover:**

- The original supporting documents for the expenses.

###### **For personal accident cover:**

An affidavit giving details of the circumstances of the Accident and the name of any witnesses and if applicable, a report from the competent local authorities establishing the circumstances of the Accident. In the event of a road traffic Accident, it should be specified whether the Insured was the driver or a passenger in the vehicle.

###### **In the event of death:**

- A death certificate.
- A medical certificate recording and specifying the cause of death.
- An individual record of civil status, certified as true for each of the beneficiaries or assignees.

###### **In the event of Permanent Disablement:**

- A medical certificate giving an initial assessment.
- A disablement notice from Social Security placing on record the Permanent Disablement.

In the event of disappearance: it is agreed that if, on expiry of a minimum period of twelve months, having examined all the available evidence and proof, the Insurer has no reason not to presume that an Accident has occurred, in that case the Insured's disappearance shall be deemed to constitute an event likely to lead to a claim under the present policy. Among other

things, it is agreed that if, at any time, after the beneficiary(-ies) has/have been paid the flat-rate sum insured in settlement of the claim made, it is discovered that the Insured is still alive, in that case any sum paid by the Insurer must be returned to it.

**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.**

**For interruption of studies cover:**

- The original invoices for the costs of the Insured's course of study.
- All the original documents and information proving the basis of his/her claim.

**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 authorized 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) .

### **Penalty for false declaration unintentional**

In case of omission, concealment, false unintentional declaration in the statement of risk, discovered before any damage, the Insurer has the right to terminate the contract ten days after notification by registered letter and returning the portion of the premium paid for the time left. In case of omission, concealment, false unintentional statement recorded after a loss, the allowance shall be reduced in proportion to the contribution rate paid with respect to the contribution rate which would have been due if the risks had been fully and accurately reported .

### **PRESCRIPTION**

In accordance with the provisions of Articles L114- 1 and following of the Insurance Code , all actions arising from an insurance contract are prescribed by two years after the event giving rise thereto .

However, this period does not run :

1 In case of concealment , omission, false statement or misrepresentation on the risk involved , the day when the insurer becomes aware ;

2 In case of Loss , the day when the parties concerned were aware, if they prove that they have ignored so far.

When the action of the Insured against the Insurer needs the use of a third party, the limitation period shall run from the day when the third party has had a lawsuit against the Insured or was compensated by latter.

The requirement is extended to ten years in the insurance contracts on life when the Beneficiary is a separate person of the subscriber and , in insurance contracts against Accidents person when beneficiaries are the heirs of the deceased .

Prescription is interrupted by a common cause of interruption of prescription , including :

- any summons , including summary proceedings , or before any command , served on that we want to help prescribe;
- any unequivocal recognition by the Insurer to guarantee the right of the Insured, or any evidence of indebtedness of the Insured to the Insurer ; as well as the following other cases provided for in Article L114 -2 of the Insurance Code :
- any appointment of an expert after a Loss;-
- any sending of registered letter with acknowledgment of receipt by letter:
  - The Insurer to the Insured for non-payment of premium;
  - The Insured to the Insurer for payment of compensation .

Notwithstanding Article 2254 of the Civil Code, the parties of the insurance contract can not, even by mutual agreement, modify the duration of the prescription, or add to the reasons for suspension or interruption thereof .

### **Penalty in the event of fraudulent misrepresentation**

Any deliberate non-disclosure, omission or inaccuracy in the declaration of the risk shall be penalized, even if it had no effect on the loss in accordance with the conditions laid down by articles L 113-8 and L 113-9 of the Insurance Code.

### **Time-bar**

In accordance with articles L 114-1 and L 114-2 of the Insurance Code, any actions shall be time-barred two years after the event giving rise to it.

### **Multiple insurances**

The Insured can under no circumstances enrol several times on the present policy for the same period. Should this occur, the Insurance Company's liability shall, in any event, be limited to a single enrolment.

### **Governing law and jurisdiction**

This policy is governed by French law. The contracting parties hereby agree to submit any disputes to the French courts and waive their right to take proceedings in any other country.

### **Data Protection (French law no. 7801 of 06/01/78)**

Personal data collected by the Insurer will be used for the purpose of underwriting as well as policy and Claims handling. For the same purpose such information may be communicated to our agents, service providers which may be situated outside the EU. To ensure safety and adequate protection of the data, such transfers have been authorized by the CNIL and protection is mainly obtained through the standard contractual clauses of the European Commission. Moreover for assistance services, in order to provide such services and control their quality, telephone conversation between the insured and the assistance company may be recorded. The personal data which will be collected during such calls are necessary for the assistance services to be provided. Those information are exclusively for the internal use of the assistance company and of the persons involved in the Claim handling within their respective roles.

*Pursuant to law n°78-17 dated 6th January 1978, as modified, data subjects can exercised their rights of access, modification and objections by contacting us at AIG, Service Clients, Tour CB-21 92040 La Défense Cedex and providing us with their file reference together with a copy of their identity card. They can also object, by letter sent at the above address, to their personal data being used for marketing purposes. To learn more about the insurer's Privacy Policy please go to [www.aig.com/fr-protection-des-données-personnelles](http://www.aig.com/fr-protection-des-données-personnelles)*

### **Complaints**

In the event of dissatisfaction in relation to the finalization or the execution of this contract, the Insured can make a complaint by writing to his/her usual contact at the Insurer or to « service clients » at:

**AIG**  
**Tour CB21**  
**92040 Paris La Défense Cedex**

The complaint will have to indicate its subject matter and the contract number to which it refers. The policy of the Insurer in relation to complaint handling is available on the Insurer's web site at: <http://www.aig.com>.

Should the disagreement persists after a final response has been given by the insurer, the complainant may, after exhaustion of all available internal remedies, and without prejudice to his right of filing a legal action, write to the "ombudsman" of the Federation of French Insurer at : Médiateur de la Fédération Française des Sociétés d'Assurances BP290, 75425 PARIS CEDEX 09 FRANCE.

### **Election of domicile**

The Insurer and its agents take up residence at its branch in France: AIG Tour CB 21-16 place de l'Iris - 92400 Courbevoie.

### **Subrogation**

Pursuant to Article L 121-12 of the Insurance Code, in case of partial or total compensation settlement, the Insurer shall be subrogated to all rights automatically and actions of the Insured, up to the amount of allowances paid.

**Applicable law and language**

This collective agreement is governed by French law. The French language applies.

**Declaration of other insurances**

If the Subscriber has subscribed during the period of this contract of insurance other insurance contracts for the same risk, he/she must notify it to the Insurer subject to the penalties provided for in Articles L.113-8 (nullity of the contract) and L.113-9 (reduced benefits) of the Insurance Code.

**Information request**

It was agreed that at any time the Insurer reserves the right to request the Subscriber information to value its fair value , the change in the risk linked to the contract.

**Change of the risk**

When the change is an increase in risk ( with the exception of changes in health status) such that, if the new state of things existed when signing the contract , the Insurer would not have contracted or would have done so for a higher premium , the Insurer may propose a new premium rates.

If the Subscriber does not accept the new rate within thirty days after the proposal, the insurer may terminate the contract at the end of that period, provided they have informed the insured of this right, by including it in apparent characters in the proposal letter .

**Delivery of general conditions**

Pursuant to Article L.141 -4 of the Insurance Code , the Subscriber agrees to submit to any Insured adhering to this contract, the information written notice to that effect .

**Informations**

Any inquiries or further details and all insurance claims should be addressed to:

Tour CB 21-16 placed de l' Iris - 92040 Paris la Défense Cedex

All correspondence should be sent by a method prescribed by the regulations.

If the Insured sends his/her email address and / or mobile phone, AIG reserves the right (unless exercise by the insured of its right of opposition) to transmit information by email and / or SMS.