

**INCOMING STUDIES**  
**GENERAL TERMS AND CONDITIONS**  
**No. 4.089.008**

**CONTENTS**

1. PURPOSE OF THE POLICY
2. SUMMARY OF COVERS
3. COMMON DEFINITIONS
4. EFFECTIVE DATE AND TERM OF COVERS UNDER THE POLICY
5. COVER FOR MEDICAL EXPENSES ABROAD
6. ASSISTANCE AND REPATRIATION COVER
7. CIVIL LIABILITY COVER
8. POLICY EXCLUSIONS
9. PROCEDURE IN CASE OF AN INSURED EVENT
10. MISCELLANEOUS

**1 - PURPOSE OF THE POLICY**

AVA has taken out with the Insurer, AIG Europe Limited, travel insurance and assistance policy No.  
**4.089.008**

Within the limits and subject to the conditions set out elsewhere in the policy, this insurance policy covers AVA's customers during Trips they take abroad.

It provides the following covers and benefits:

- Medical expenses
- Assistance and Repatriation
- Civil liability abroad

**It is agreed that these covers and benefits cannot be taken out separately.**

**Enrolment in this policy is for a firm and non-renewable term.**

**The corresponding premium is non-refundable.**

**Only these contractual terms and conditions and the information stated in the Insured's Application Form will apply in case of an insured event or dispute between the parties.**

## 2 - SUMMARY OF COVERS

For information on the conditions under which the covers listed in this table apply, please refer to the sections that follow.

| COVERS                                                                                                                                                                                                                                                               | AMOUNTS AND LIMITS                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Medical expenses Abroad</b><br>In case of hospitalisation (the assistance centre must be informed)<br><br>Outpatient medical expenses<br><br>Physician, pharmacy, laboratory analyses<br>Emergency dental care<br>Emergency dental prostheses<br>Optical expenses | <b>European Union maximum € 30,000</b><br>Covered in full up to<br>90 % of expenses incurred, up to € 5,000<br>100 % of expenses incurred, up to € 30,000<br>75 % of expenses incurred reimbursed, <b>with no excess</b> .<br>Up to 100 % of expenses incurred reimbursed only for French social security beneficiary<br>Maximum per quarter : € 750<br>Maximum per quarter: € 150<br>Maximum per event : € 250<br>Maximum per quarter : € 25 |
| <b>Assistance and Repatriation</b><br>Transporting the Insured to a medical facility<br>Repatriation of the Insured to his/her home<br>Repatriation of the Insured's body to his/her home country in the event of death                                              | Actual expenses<br>Actual expenses<br>Actual expenses                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Civil liability abroad</b>                                                                                                                                                                                                                                        | Excess per insured event € 50<br>Maximum for bodily injury : € 50,000<br>Maximum for property damage : €50,000                                                                                                                                                                                                                                                                                                                                |

## 3 - COMMON DEFINITIONS

For the purposes of this policy, the following terms have the meanings given thereto below.

### Policyholder

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

### Insured

AVA's customers who reside outside the Schengen Area, whose first and last names are listed on the application form, who have paid the corresponding premium, who are no more than 40 years old on the day they enrol in this policy, and who are temporary residents of the Schengen Area or European Union.

### 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 : 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.

R.C.S Nanterre 752 862 540. Phone : +33 1.49.02.42.22 - Facsimile : +33 1.49.02.44.04.

### Enrolments and Premiums Management Centre

AVA, appointed by the Insurer.

### Claims Reporting and Handling Centre, except assistance and medical and hospitalisation expenses

AVA, appointed by the Insurer.

### Assistance Company

AVA Assistance, appointed by the Insurer.

### Spouse

The husband, wife or domestic partner of the Insured.

### Relative

The Insured's spouse, and the father, mother, grandparents, children, grandchildren, sons-in-law, daughters-in-law, sisters and brothers of the Insured and/or of his/her Spouse.

### Child

A legitimate, natural or adopted child of the Insured and/or of his/her Spouse.

### **Beneficiary**

For all covers, the beneficiary is the Insured himself/herself, unless otherwise stated in the policy.

### **Application Form**

A document duly completed and signed by the Insured which states his/her first and last names, address, travel dates, country of destination, cover period, the option chosen, if applicable, the date the document was prepared and the amount of the corresponding insurance premium.

In case of an Insured Event, the Insurer will only take into consideration enrolments for which the corresponding premium has been paid.

### **Cover Certificate**

A document to be printed by the Insured or his/her representative, which states his/her first and last names, the starting and ending dates of the Trip, his/her identification number, and the telephone numbers of the assistance platforms.

### **Trip**

A trip taken Abroad by the Insured, the dates and destination of which are shown on the Application Form.

### **Geographical scope**

Mainland France, Corsica, the French overseas departments and territories (DOM-TOM), the Principalities of Andorra and Monaco, and the countries of the European Union and the Schengen Area, **to the exclusion of your home country.**

### **Home**

The place where the Insured has his/her customary residence on the date of his/her enrolment. In the event of a dispute, the address of the Insured's tax residence will be considered to be his/her Home.

### **Abroad**

A country other than the country where the Insured resides.

### **Accident**

Any bodily injury caused unintentionally by the Insured due to the sudden and unforeseeable action of an external cause of which the Insured is the victim.

### **Illness**

Any change in a person's health or any bodily injury certified by an authorised medical practitioner while the policy is in force.

### **Serious Accident**

Any bodily injury caused unintentionally by the victim due to the sudden and unforeseeable action of an external cause, which is certified by an authorised medical practitioner and which prevents the victim from moving under his/her own power.

### **Serious Illness**

Any sudden change in a person's health, which is certified by an authorised medical practitioner, which requires the person to cease all business or other activities, and which carries a guarded prognosis or long development period requiring intensive medical treatment, generally involving hospitalisation for tests and care

### **Pre-existing Accident or Illness**

Any temporary or permanent harm to the Insured's physical integrity which is certified by an authorised medical practitioner prior to his/her enrolment for the trip.

### **Hospitalisation**

The act of receiving care in a hospital, requiring a minimum stay of 24 consecutive hours. The term "hospital" means any hospital or clinic authorised to perform procedures or provide treatment to persons who are ill or have suffered accidents, and which has the local government authorisations allowing such practices, as well as the necessary staff.

### **Elective Surgery and Treatment**

Elective Surgery and Treatment include, but are not limited to, surgery or treatments performed with respect to acne, allergies, including allergy tests, any periodic check-up or test and periodic contraceptive check-ups, aesthetic surgery of any type that is not performed as a consequence of an insured Accident, circumcision, corns on the feet or bunions, cosmetic treatments of any type that are not performed as a consequence of an insured Accident, operations and treatments of congenital malformations, health check-ups, fertility tests and infertility treatments (men and women),

hormone treatments, incontinence, the treatment of warts, cysts, obesity treatments, pre-marital examinations, preventive treatments or vaccinations that are not the consequence of an insured event, insomnia treatments, tubal ligation, vasectomy, weight-loss treatments, all medical procedures or treatments that are for research or experimental purposes or that are not generally recognised as ordinary medical practices.

#### **Reasonable Ordinary Expenses**

Ordinary medical expenses deemed reasonable in the area where the Insured travels, i.e. the expenses and charges generally applied in the area or region for medical services the Insured may require for his/her treatment, compared to similar cases of the same severity or of the same type.

**Accordingly, the Insurer will not cover any medical expenses that it deems to be unreasonable based on the foregoing.**

#### **Insured Event**

The occurrence of an event covered by the policy. All claims concerning the same event shall constitute a single insured event.

#### **Excess**

An agreed sum specified in the policy for which the Insured will be liable if he/she is compensated for an Insured Event. The Excess may also be expressed in hours, days or as a percentage. In such case, the relevant cover will take effect upon the expiry of the specified period or above the specified percentage.

#### **Quarter**

A period of 90 consecutive days from the starting date of the trip specified in the Application Form and on the Insured's Assistance Card.

#### **Maximum per Event**

If the cover applies to more than one Insured who are the victims of the same event, the Insurer's cover will in all circumstances be limited to the maximum amount specified for that cover regardless of the number of victims. Therefore, the compensation will be reduced and paid in proportion to the number of victims.

#### **Civil War**

Armed confrontation between two or more parties from the same country, in which the combatants are of different ethnic groups, religions or ideologies. Civil War includes armed rebellions, revolutions, sedition, insurrections, coups d'état, the consequences of martial law and border closures ordered by a government or local authorities. The Insurer has the burden of proving that a claim is based on any of these civil war events.

#### **Foreign War**

Armed confrontation, whether or not declared, between two countries. Foreign War also includes invasions and sieges. If an accident occurs, the Insured will have the burden of proving that a claim was caused by an event other than a foreign war event.

### **4 - EFFECTIVE DATE AND TERM OF COVERS UNDER THE POLICY**

The covers under the policy will take effect at the earliest at 00.00 (midnight) on the departure date specified in the Application Form, and will expire when the Insured returns to his/her Home or, at the latest, at 00.00 (midnight) on the return date specified in his/her Application Form.

The Insured will be covered 24 hours a day during the entire duration of his/her Trip, in accordance with the dates and countries.

### **5 - COVER FOR MEDICAL EXPENSES**

#### **PURPOSE OF THE COVER**

The policy will reimburse medical expenses (medical care, hospitalisation expenses, the cost of drugs, professional fees, ambulance expenses) that the Insured incurs, up to the maximum amount stated in the "Summary of Covers".

These expenses must be required to be incurred exclusively by a medical practitioner who holds the qualifications or licences required in the country where he/she practices and who is legally authorised to exercise his/her profession.

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

In the case of Insureds who hold French nationality, who reside in the French overseas departments and territories (DOM-TOM) and who are traveling in mainland France, Corsica or the Principality of Monaco, the Insurer's cover will supplement reimbursements made by French Social Security or any other organisation that makes payments or reimbursements.

### **SPECIFIC MEASURES TO TAKE IN THE EVENT OF HOSPITALISATION**

**In the event the Insured suffers an Accident or Illness requiring his/her Hospitalisation, unless prevented by a force majeure event, the Insured (or his/her legal representative) must first contact the Assistance Company, which will provide him/her with the full contact details of the approved hospital closest to the Insured.**

**If, due to his/her condition, the Insured (or his/her legal representative) is unable to make such contact before his/her Hospitalisation, he/she must contact the Assistance Company as soon as he/she is able to do so.**

If the hospital refuses to accept the direct payment of expenses by the Assistance Company, the Insured must advance these expenses and will be reimbursed up to the maximum per person and per claim stated in the "Summary of Covers".

### **FURTHER INFORMATION ON COVER LIMITS**

- **Outpatient medical expenses** : 75 % of actual expenses, up to the limit per person and per claim stated in the "Summary of Covers" and not exceeding Reasonable Ordinary Expenses, less the excess per claim stated in the "Summary of Covers".
- **Outpatient medical expenses** : 100 % of actual expenses only for the french social security beneficiary , up to the limit per person and per claim stated in the "Summary of Covers" and not exceeding Reasonable Ordinary Expenses, less the excess per claim stated in the "Summary of Covers".
- **Hospitalisation medical expenses** : between 90% and 100 % of actual expenses, up to the limit per person and per claim stated in the "Summary of Covers" and not exceeding Reasonable Ordinary Expenses.
- **Emergency dental care** : 75 % of actual expenses, up to the maximum per person and per year stated in the "Summary of Covers", and not exceeding Reasonable Ordinary Expenses, less the Excess per claim stated in the "Summary of Covers", for expenses incurred for emergency dental services (that cannot be postponed as a consequence of the Insured's pathological condition) provided for the following types of care: temporary fillings, permanent fillings, pulpectomy or extraction.
- **Dental prostheses required due to an accident** : 75 % of actual expenses, up to the maximum per person and per year stated in the "Summary of Covers", less the Excess per claim stated in the "Summary of Covers", if as a result of an insured accident you must undergo care requiring a dental prosthesis.
- **Optical expenses** : 75 % of the actual cost of an ocular prosthesis, up to the maximum per person and per year stated in the "Summary of Covers".

### **EXPIRY OF COVER FOR MEDICAL EXPENSES**

The cover will expire at the end of the Insured's trip, in accordance with the date stated on his/her Application Form and Assistance Card.

## **6 - ASSISTANCE AND REPATRIATION COVER**

### **CONDITIONS OF SERVICE**

**For all services, the Insured or his/her representative must first contact the Assistance Company. The Assistance Company's contact details are provided in the section entitled "PROCEDURE IN CASE OF AN INSURED EVENT" and on the Assistance Card.**

**Regardless of circumstances, only the Assistance Company's medical practitioners will be authorised to decide on repatriation, the means of transport to be used and the place of hospitalisation, and will, if necessary, contact the local treating physician and/or the Insured's family physician.**

Reservations will be made by the Assistance Company, which shall be entitled to request that the Insured surrender any unused travel tickets. The Assistance Company is required to pay only the expenses in addition to those the Insured should have ordinarily paid for his/her return.

### **TYPES OF SERVICES AND COVERS**

#### **Transporting the Insured to a medical facility**

The Assistance Company will arrange and pay for the Insured to be transported to the most appropriate or best equipped hospital.

Depending on the severity of the situation and the circumstances, the Insured will be transported in the first-class section of a train in a seat, couchette or sleeping car, by ambulance or other emergency vehicle, by airplane on a scheduled flight, either seated or on a stretcher, or by private air ambulance.

#### **Repatriation of the Insured to his/her Home**

The Assistance Company will repatriate the Insured to his/her Home when he/she is able to leave the hospital. The repatriation and the most appropriate means of repatriation will be decided and chosen by the Assistance Company under the above conditions.

#### **Repatriation of the Insured's body in the event of death**

In the event of the Insured's death during the Trip, the Assistance Company will pay and arrange for the Insured's body to be transported to his/her Home.

**This policy does not cover the expenses of burial, embalming, coffins and funerals, unless they are required by local law.**

### **7 - CIVIL LIABILITY ABROAD COVER**

For the purposes of this cover, the following terms have the meanings given thereto below.

#### **Bodily Injury**

Any physical harm suffered by an individual.

#### **Property Damage**

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

#### **Third Party**

Any individual or legal entity, **excluding the Insured himself/herself, his/her Relatives, ascendants and descendants, as well as his/her companions and agents, whether or not salaried employees of the Insured, in the performance of their duties.**

#### **Civil Liability Insured Event**

Any amicable or judicial claim made against the Insured. All claims made in relation to the same triggering event shall constitute a single Insured Event.

### **PURPOSE OF THE COVER**

The Insurer will cover the financial consequences of the civil liability the Insured may incur during a Trip Abroad, in accordance with applicable legislation or case law, on the grounds of bodily injury and property damage caused to third parties, up to the limit of the amounts and subject to the Excess stated in the "Summary of Covers".

If a policy covering the Insured's civil liability has been or is taken out before or simultaneously with this policy, this cover will apply after the cover provided under the policy previously or simultaneously taken out has been exhausted.

## 8 - POLICY EXCLUSIONS

### EXCLUSIONS COMMON TO ALL COVERS

The following are excluded from all covers under the policy :

- Any trip (or travel\*) to, in or through the following countries: Afghanistan, Cuba, Liberia or Sudan.
- Any Insured or Beneficiary who is listed in any official, governmental or police database of persons known or presumed to be terrorists, and any Insured or Beneficiary who is a member of a terrorist organisation, a drug trafficker or who is involved as a supplier in the illegal trade in nuclear, chemical or biological weapons.
- Accidents intentionally caused or brought about by the Insured or the policy beneficiary.
- The consequences of the Insured's suicide or attempted suicide.
- The ingestion of illegal drugs, narcotics, similar substances, and medication that has not been prescribed by an authorised medical practitioner, and the consequences thereof.
- The consequences of the Insured's inebriation, manifested by the presence in the Insured's blood of a level of pure alcohol equal to or higher than that allowable under French road traffic laws.
- Nervous disorders or mental illnesses, unless otherwise provided in this policy.

Accidents that occur under the following circumstances are also excluded:

- If the Insured practices a sport professionally, or engages or takes part in an amateur race requiring the use of a motorised land, air or water vehicle.
- If the Insured uses a ULM, hang-glider, sail-wing, parachute or para-glider as a pilot or passenger.
- If the Insured is involved in a fight (other than for purposes of self-defence), crime or bet of any kind.

### EXCLUSIONS SPECIFIC TO THE COVERS FOR MEDICAL EXPENSES AND ASSISTANCE AND REPATRIATION

In addition to the common exclusions, the policy does not cover the following:

- Benign infections or lesions that can be treated locally (for the Assistance cover, repatriation only).
- Recurrences of pre-existing illnesses with a risk of non-stabilised, sudden deterioration in the near future.
- The expenses of burial, embalming and funerals, unless they are required by local law.
- Expenses incurred by the Insured without the Assistance Company's prior agreement.
- The costs of meals, hotels, road travel, tolls, fuel, taxis or customs duties, except those covered under the policy.
- Acts that may be subject to criminal penalties under the laws of the country in which the Insured is located.
- Medical expenses incurred in the Insured's home country, except in the cases specified under the cover.
- The consequences or recurrence of a pre-existing accident or illness and the medical expenses incurred to diagnose or treat a physiological condition (pregnancy) that was already known before the effective date of the cover.
- Pregnancy, maternity-related expenses, elective abortions and the consequences thereof, except in cases of recognised medical necessity or as the result of an insured Accident or Illness, infertility treatments.
- Medical expenses in connection with cases of dorsalgia, lumbar pain, lumbago-sciatica, herniated disc, parietal, intervertebral, crural, scrotal, or inguinal hernias, hernias through the linea alba and umbilical hernias.
- Thermal cures, physiotherapy, the cost of eye-glasses, contact lenses, prostheses of any kind, routine examinations and tests or health check-ups, preventative tests or treatment, check-up examinations and tests other than due to an insured accident or illness.
- The expenses of organ transplants not required due to an insured Accident or Illness.
- The cost of aesthetic or reconstructive Elective Surgery and Treatment as defined in this policy.
- The cost of vaccinations, acupuncture sessions, physiotherapy or chiropractic or osteopathic treatment that are not the consequence of an insured Accident or Illness.
- Expenses and treatments not prescribed by an authorised medical practitioner.
- Means of contraception.

## EXCLUSIONS SPECIFIC TO THE CIVIL LIABILITY ABROAD COVER

In addition to the common exclusions, the policy does not cover the following:

- Professional civil liability and financial losses sustained other than as a consequence of bodily injury or property damage insured under the professional civil liability cover.
- Damage intentionally caused or brought about by or with the assistance of the Insured or by the Insured's corporate officers in the case of a legal entity.
- Accidents caused by and to the Insured, his/her ascendants, descendants or any person living with the Insured, which occurs during the use of a car or motorised vehicle, sailing boat, motorboat, aircraft or riding animal which the Insured or any person for whom the Insured is liable at civil law owns, operates or has in his/her custody, or due to the Insured's participation as a competitor in a competition sport.
- The practice of skiing, ice-skating or sledging as a professional in a competition.
- The practice of dangerous sports, mountaineering, potholing, boxing, polo, karate, American football, parachuting, piloting, gliding, hang-gliding, ULM and diving using self-contained apparatus.
- Property damage caused by a fire or an explosion pursuant to Article 1384 of the French Civil Code, which will not be covered under any circumstances if it occurs in the premises owned or occupied by the Insured.
- Damage caused in the Insured's country of residence.

## 9 - PROCEDURE IN CASE OF AN INSURED EVENT

### A REPORTING A CLAIM

#### 1 FOR ASSISTANCE SERVICES AND DIRECT PAYMENT OF HOSPITALISATION EXPENSES

**Before receiving any services, the Insured must first contact the Assistance Company exclusively.**

He/she must provide the number of this insurance policy and the Insured's identification number, which is shown on the Assistance Card.

- After verifying this information, the Assistance Company will issue a payment number.
- The Assistance Company will pay the relevant costs directly to the hospital.

**Assistance Company's contact details:** (also shown on the Assistance Card)

**For assistance services and payment of hospitalisation medical expenses only:**

#### **AVA ASSISTANCE**

Telephone: 01.49.02.42.11 from France  
33.1.49.02.42.11 from anywhere else in the world  
Fax: 01.55.92.40.69 from France 33.1.55.92.40.69  
from Abroad

#### 2 - FOR ALL OTHER COVERS UNDER THE POLICY

**To be compensated quickly, the Insured or his/her legal representative must, on pain of forfeiture, report any claim that may be covered under the policy in a letter sent recorded delivery upon becoming aware thereof, and no later than 15 business days thereafter.**

**ALL CLAIMS MUST BE SENT TO THE CLAIMS OFFICE AT THE FOLLOWING ADDRESS:**

#### **AVA Assurance Voyages**

25 rue de Maubeuge  
75009 Paris, France  
Telephone: From France: 01.53.20.44.23  
From abroad: 33.1.53.20.44.23  
Fax: From France: 01.42.85.33.69  
From abroad: 33.1.42.85.33.69

**Claims that are not reported or are reported late will not be covered if the Insurer proves that it was prejudiced by such delay, unless the Insured proves that it was impossible to report the claim within the allotted time period due to an unforeseeable or force majeure event (Article L 113-2 of the French Insurance Code (*Code des assurances*)).**

## **B - DOCUMENTS REQUIRED TO SETTLE CLAIMS**

### **IN ALL CASES THE INSURER WILL REQUIRE THE FOLLOWING INFORMATION TO OPEN A CLAIM FILE:**

The Insured's identification number and the policy number (shown on the Assistance Card)  
A copy of the Application Form for this policy  
(For faster and more efficient processing, detach, complete and attach the "claim report form" to the claim report.)

**In addition, depending on the circumstances, the Insurer may also need the following documents: FOR**

#### **THE OUTPATIENT MEDICAL EXPENSES COVER:**

The original receipts.

#### **FOR THE CIVIL LIABILITY COVER:**

A formal declaration containing details of the circumstances and consequences.  
All correspondence, documents, summons and court correspondence relating to the claim.  
Notice must also be given of any proceedings and inquiries involving the Insured which relate to the claim reported.

**The Insured must not propose any agreement, undertaking, offer, payment or compensation without the Insurer's written consent.**

**Should any additional medical documents or other supporting documents be required (depending on the relevant cover) in order to settle the claim, the Insured will be personally informed by the Claims Office or the Insurer.**

## **C - COMPENSATION FOR AN INSURED EVENT**

No payment will be made until a complete file has been submitted together with all documents requested by the Claims Office.

After the parties reach agreement, compensation will be payable, without interest, within 15 days from the date on which such compensation is agreed.

**If an examination by experts is necessary to settle the claim and the Insured or his/her legal representative refuses to undergo such examination without a valid reason, and if, after having been given 48 hours prior notice by letter sent recorded delivery, he/she continues to refuse, the Insurer will be obliged to refuse all rights to compensation for the relevant Insured Event.**

#### **Deterioration of the Insured's condition unrelated to the accident or pathology**

Whenever the aftereffects of an accident or illness deteriorate as a result of empirical treatment or the Insured's negligence or refusal to seek the medical treatment required by his/her condition, compensation will be calculated not on the basis of the actual aftereffects of the case, but on the basis of what they would have been for a person in normal health who sought rational and appropriate medical treatment.

#### **Expert assessment**

The loss sustained will be determined by mutual agreement or, failing that, by an out-of-court expert assessment, subject to the respective rights of the parties. Each party shall choose an expert. If the two experts appointed by the parties cannot reach agreement, they will appoint a third expert. The three experts will decide by mutual agreement and by a majority of votes. If one of the parties fails to appoint an expert or if the two experts fail to agree on the choice of the third expert, a third expert will be appointed by the Commercial Court in whose territorial jurisdiction the insured event occurred. A third expert will be appointed further to a petition filed by either party at least 15 days after formal notice to perform has been given to the other party by letter sent recorded delivery.

Each party will pay the fees and expenses of its expert and, if applicable, half of the fees of the third expert and the costs of his/her appointment.

#### **Subrogation or remedy against those liable for the insured event**

For the Medical Expenses cover, where compensation has been paid, the Insurer will be subrogated to all the Insured's rights and remedies against any person liable for the damage up to the amount of such compensation. These provisions do not apply to the Insured's children, descendants, ascendants or agents, or to any person who ordinarily lives with the Insured, except in the event of malicious damage.

## 10 - 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:

**Tour CB21-16 Place de l'Iris, 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.

### Data protection (French Act no. 7817 of 6.1.78)

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 authorised by the CNIL and protection is mainly obtained through the standard contractual clauses of the European Commission. Moreover for assistance services, in order to provides 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 CB21 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)

**Claims assessment/ Mediation**

In the event of dissatisfaction in relation to the finalisation 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.

**Supervisory body**

AIG is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN number 202628). The sale and marketing of insurance policies in France is subject to applicable French regulation, which is supervised by the Autorité de Contrôle Prudentiel et de Résolution.

**Governing law and jurisdiction**

This policy and pre-contractual relationships will be governed by French law and the parties agree to abide by it.

Any dispute arising from the performance, failure to perform or interpretation of this policy will be referred to the French Courts.