Contrat souscrit par l'Association pour la Mobilité Internationale auprès de Contract subscribed by the Association AMI with

Allianz Worldwide Care SA Société Anonyme au capital de 65.190.446 euros, Siège social: 87, rue de Richelieu, 75002 Paris, France Immatriculation 401 154 679 RCS Paris - Contrat numéro 080225/502 Allianz IARD Société Anonyme au capital de 991.967.200 euros,

Siège social : 87, rue de Richelieu, 75002 Paris, France Immatriculation 542 110 291 RCS Paris - Contrat numéro 78 299 983

Entreprises régies par le Code des Assurances et soumises au contrôle de l'Autorité de Contrôle Prudentiel et de Résolution (ACPR), 61, rue Taitbout, 75436 Paris Cedex / Allianz and ACS are governed by the French Code des Assurances and controlled by the ACPR, 61 rue Taitbout, 75436 Cedex 9, Paris, France

153, rue de l'Université - 75007 PARIS Tel: 01.40.47.91.00 Fax: 01.40.47.61.90 E-mail: contact@acs-ami.com

S.A.S. A.C.S. au capital de 150 000 € Société de courtage d'assurances 317 218 188 RCS Paris N° ORIAS 07 000 350 – Site web ORIAS : www.orias.fr



| Certificate ID             | EP7297762                                    |                 |             |
|----------------------------|--|-----------------|-------------|
| Title/Last name/First name | Mrs SHAN che                                 | Effective date  | 16 Jan 2016 |
| Birth date                 | 09 Dec 1981                                  | Expiration date | 25 Jan 2016 |
| Nationality                | China  | Total premium   | €26.00      |
| Present Address            | 21 island st / 11803 plainview United States |                 |             |
| Address of destination     | Via Milazzo, 8 / +3906491327 Rome Italy      |                 |             |

## **EUROPAX**

#### **TABLEAU DES MONTANTS DE GARANTIE**

#### SCHEDULE OF COVER

| Frais M  | édicaux                                       | Medical expenses                                |  |  |
|--|---|---|--|--|
| Frais médicaux, chirurgicaux,<br>pharmaceutiques et<br>d'hospitalisation en Europe | 30.000 € / Franchise: 30 €                    | Medical and hospitalisation expenses in Europe  | 30.000 € / Deductible: 30€               |  |
| Soins dentaires  | 92 €  | Dental care                                     | 92 €                                     |  |
| Assistance Rapatriement  |   | Repatriation assistance                         |  |  |
| Rapatriement ou transport sanitaire  | Frais réels                                   | Medical repatriation or transport               | Actual expenses                          |  |
| Accompagnement lors du rapatriement ou transport sanitaire                         | Titre de transport                            | Escort during medical repatriation or transport | Ticket                                   |  |
| Rapatriement du corps en cas de décès  | Frais reels                                   | Repatriation of the corpse in case of death     | Actual expenses                          |  |
| Frais funéraires nécessaires au transport  | 1.500 €                                       | Funeral costs related to transport              | 1.500 €                                  |  |
| Paiement des frais de recherche ou de secours                                      | 1.500 € par personne et 4.000 € par événement | Rescue expenses                                 | 1.500 € per person and 4.000 € per event |  |
| Responsabilité Civile  |   | Civil liability                                 |  |  |
| Dommages corporels matériels et immatériels confondus                              | 4.575.000 €                                   | Bodily damage                                   | 4.575.000 €                              |  |
| Dommages matériels et immatériels seuls  | 76.000 €                                      | Material damage                                 | 76.000 €                                 |  |
| Objets confiés dans le cadre de stages   | 11.000 €                                      | Entrusted objects during a period of internship | 11.000 €                                 |  |
| Franchise par dossier  | 80 €  | Deductible                                      | 80 €                                     |  |

Limites territoriales : Les pays de l'Espace Schengen (Allemagne, Autriche, Belgique, Danemark, Espagne, Estonie, Finlande, France, Grèce, Hongrie, Islande, Italie, Lettonie, Lituanie, Luxembourg, Malte, Norvège, Pays Bas, Pologne, Portugal, République Tchèque, Slovaquie, Slovénie, Suède, Suisse).

Nous vous rappelons que les frais médicaux consécutifs aux affections et maladies antérieures sont exclus.

En cas de demande d'assistance contactez Mutuaide Assistance :

PAR TÉLÉPHONE • (33.0) 1 45 16 43 81 PAR FAX • (33.0) 1 45 16 63 92 PAR E-MAIL • assistance@mutuaide.fr

Le soussigné peut demander à la Compagnie communication et rectification de toute information le concernant qui figurerait sur tout fichier à usage de la Compagnie, de ses mandataires, des réassureurs et organismes professionnels.

Je certifie sur l'honneur que les renseignements ci-dessus sont exacts et que j'accepte les termes de la notice d'information dont je reconnais avoir reçu un exemplaire.

Les compagnies d'Assurance par délégation / The insurance Companies by delegation

Territorial limits: The countries of the Schengen Area (Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland).

Please note illnesses and accidents predating the subscription of the policy in addition to their related effects are not covered.

For assistance, contact Mutuaide Assistance:

BY TELEPHONE • (33.0) 1 45 16 43 81 BY FAX • (33.0) 1 45 16 63 92 BY E-MAIL • assistance@mutuaide.fr

The undersigned can ask the Company to communicate or correct any information concerning himself and which might occur in any file used by the Company, its mandataries, the re-insurers and any professional organism.

I attest that the above mentioned information is correct and I accept the terms of the information booklet of which I recognize to have received a copy.

Fait à / In: Le Proposant/ The applicant le / Date :

ASSURANCES COURTAGES ET - SERVICES 153, rue de l'Université - 75007 Paris Tél. 01 40 47 91 00 Fax 01 40 47 81 90

Toute proposition doit être signée par le Proposant et cette signature doit être précédée des mots « Lu et approuvé » Every proposition must be signed by the applicant and his signature preceded by the words « read and approved ».



## **AMI ASSOCIATION**

# Summary of Benefits EURO-PAX

As a member of the AMI Association, you opted for the benefits subscribed by the Association with Allianz Worldwide Care SA (joint stock company with a share capital of Euro 65,190,446 subject to the French insurance code, located 87, rue de Richelieu, 75002 Paris, France – registration number 401 154 679 RCS Paris) under contract number 080225/502 and with Allianz IARD (joint stock company with a share capital of Euro 991,967,200, subject to the French insurance code, located 87, rue de Richelieu, 75002 Paris, France – registration number 542 110 291 RCS Paris), under contract number 78 299 983.

The standard operating procedures of the benefits and their detailed description are defined in this booklet.

## **Contents**

| 1/ General provisions                               | 2  |
|---|----|
| 2/ Definitions                                      |    |
| 3/ Medical fees cover                               |    |
| 4/ Assistance cover                                 |    |
| 5/ Exclusions for medical fees and assistance cover |    |
| 6/ Personal legal liability cover                   |    |
| 7/ Excluded risks for all benefits                  |    |
| 8/ Basis of the insurance contract                  | 8  |
| 9/ Mediation  | 10 |
| 10/ Assistance                                      |    |
| 11/ Schedule of cover                               |    |
| 12/ Appendix: Medical claim form                    |    |



## 1/ General provisions

## **Eligibility – Enrolment**

Members of the AMI Association, under 70 years of age, who are travelling outside of their country of origin for stays of less than 90 days in the Schengen countries (Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland).

The Member must subscribe the initial contract before his departure in order to benefit from the guarantees.

#### **Commencement of cover**

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

The travel insurance policy EURO-PAX is concluded for a fixed term and not eligible for the right renunciation provided for in Article L 112-2-1 of the *Code des assurances*.

## **Duration of cover**

français)

Coverage is according to the dates of travel mentioned on the contract which is delivered to you and up to a maximum of 90 days from the departure date.

For multiple entries Schengen visas, duration of cover is of 6 months or 1 year depending on the type of visa applied for. In both cases, stays in Schengen countries and related coverage are of a maximum of 90 days per semester.

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

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

Any modification in the dates or cancellation of the contract is possible if requested prior to the effective date of the contract:

- Modification in the dates is possible only once and in the limit of the running calendar year.
- In case of cancellation, the contract can only be reimbursed upon written evidence and a 20 euros penalty shall be deducted.

The contract is concluded for a fixed period of time and cannot be cancelled or reimbursed while in force.

## Sanctions in case of false declaration

Any and all fraud, non-disclosure or intentional false declaration on your part concerning the circumstances or consequences of a claim incurs the loss of all rights to benefit or indemnity for this Claim.

## 2/ Definitions

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

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

**Acts of Terrorism / Terror Attack:** any act of violence constituting a criminal or illegal attack against people and/or property in the country in which you are staying, and whose purpose is to disturb public order seriously. Such a "terror attack" should be identified as such by the French Foreign Ministry (Ministère des affaires étrangères

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page 2



MAJ20150811

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

**Consequential damage:** any financial loss which is the consequence of the loss of use of a right, of the interruption of a service provided by a person or personal or immovable property, or of the loss of a benefit, and which is the direct consequence of damage to the persons and property insured hereunder.

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

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

**Emergency:** term used in case of accident or the commencement of a serious illness requiring urgent medical attention and treatment of the Insured. Only medical treatment given by a doctor, general practitioner or specialist and a hospitalisation intervention in the twenty four (24) hours following the direct cause of the emergency will be considered as conditions to be reimbursed.

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

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

Illness, Sickness or Disease: a degradation in health established by a medical authority, requiring medical treatment.

**Lapse:** loss of the Cover right for the Damage in question.

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

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

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

**Strike:** concerted collective action consisting in the employees of a firm, of an economic sector or of a professional category ceasing to work in order to give weight to their claims.

**Subrogation:** legal situation whereby the rights of one person are transferred to another person (in particular: the Insurer taking the place of the Contract holder for the purposes of proceedings against the opponent).

**Third Party:** any person other than the Insured Person who is responsible for the damage, injury or loss. Any Insured Person who is a victim of bodily injury, property damage or consequential loss caused by another Insured Person (the Insured Persons are considered to be third parties between themselves).

## 3/ Medical fees cover

## Area of cover

Medical fees must be incurred in the countries of the Schengen area only.

Coverage consists of reimbursement, subject to the further exclusions, of medical fees incurred further to an accident or an emergency and which are covered by the French Sécurité Sociale.

Reimbursement requests will be accepted only if the Insurer estimates that the amount of the bills and receipts that have been sent is reasonable and habitual. If not, the Insurer is entitled to reduce the amount of reimbursement.

Scheme EURO-PAX page 3

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#### **Benefit amounts**

Benefit amounts are equal to 100% of the medical expenses incurred up to a maximum of 30,000 euros per period of coverage.

There is a deductible of 30 euros per period of coverage. Maximum limit for dental care is 92 euros per period of coverage.

Benefits paid by the Insurer are complementary to benefits granted by a government plan or any other plan the Insured may be entitled to, in particular the benefits granted by the European health card.

## Limit to real expenses

In accordance with Article 9 of law 89-1009 of December 31, 1989 and bill 90-769 of August 30, 1990, reimbursement or indemnification of fees due to illness, maternity or accident cannot exceed the amount of fees due by the Insured after reimbursements of any nature he is entitled to.

Coverage of the same nature contracted to other insurance companies apply up to the limit of each benefit whatever the date of subscription. Within this limit the beneficiary of the contract can obtain an additional indemnity joining details of reimbursement provided by the other companies. For application of the above mentioned clause, the limit of the amount of fees left to the Insured is indicated by the Insurer for every covered medical expense.

## How to claim medical benefits

The Insurer is entitled to ask any Insured to provide the necessary information related to their personal data and claims for reimbursement.

The Insurer will be authorised to have access to their medical files, respecting the legal requirements of confidentiality.

Any information provided by the Insured or by one of his dependants that turns out to be erroneous, falsified or exaggerated or any fraudulent action of their own will involve the direct responsibility of the Insured and the recovery of the amounts of money paid by the Insurer without due cause on this incorrect basis.

In case of hospitalisation, surgical intervention, X-ray or medical treatment, a medical certificate must first be requested from us. It will be sent back to us, addressed to our medical examiner, after having been filled in by your doctor. In case of non respect of this provision, we are entitled to deny coverage.

In case of hospitalisation the Insured can ask for a full acceptance of liability in order to prevent him to advance fees.

Documents have to be sent to:

## ACS, Medical Service, 153 rue de l'Université 75007 Paris - France - Tel: 00 33 (0)1 40 47 91 00

## In case of hospitalisation:

all justificatory related to hospitalisation, bills, fee (unless there is a full acceptance of liability).

## In case of sickness:

all detailed receipts, with prescriptions and claim forms including the appropriate stickers for the reimbursement of prescribed drugs.

The Insurer may require any further necessary document to process the claim.

Copy, photocopy or duplicates of bills will not be accepted.

If your insurance policy has been subscribed in the scope of a multiple entries Schengen visa, you shall justify the dates of coverage by addressing a photocopy of the travelling return ticket.

Scheme EURO-PAX page 4



## 4/ Assistance cover

If you find yourself in one of the situations referred to hereinafter, we will implement the services described, in accordance with the general and special conditions of your contract, following a simple telephone call (reversed charge or collect call accepted from abroad) or dispatch of an email, fax or telegram.

In all cases, the decision to provide assistance and the choice of appropriate methods is at the sole discretion of the ALLIANZ IARD doctor, after contacting the attending physician on site, and, where appropriate, the beneficiary's family. Only the medical interest of the beneficiary and compliance with the health regulations in force are taken into consideration when making a decision regarding transport, the choice of method of transport, and the possible place of hospitalisation.

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

## **Repatriation/medical repatriation**

We shall implement and cover the fees related to your repatriation to the nearest national airport to your home address in your country of origin if, during your stay in a Schengen country, you happen to suffer from a disease or are victim of an accident covered by the contract which requires you to interrupt your stay. The choice of transportation shall depend on your medical condition.

## PRIOR APPROVAL FROM OUR COMPANY OR MEDICAL DEPARTMENT IS REQUIRED FOR ANY REQUEST OF ASSISTANCE.

In case of non respect of this provision, we are entitled to deny your claim.

## **Repatriation of mortal remains**

In case of death consequent to an insured risk during your stay in a Schengen country, we will implement and pay for the fees of the repatriation of the body to the nearest national airport to your home address in your country of origin.

## Accompanying person during repatriation, medical repatriation or repatriation of mortal remains

If you have to be evacuated as above mentioned, we organise and cover additional fees for the transportation of the insured members of your family or an insured person of this contract who is accompanying you, if the transportation tickets for the return trip cannot be used during your repatriation.

#### **Searching fees**

We are covering up to the limit mentioned in the table of benefits the searching fees at sea or in the mountain further to life threatening events. Only the expenses billed by a specialized company for these activities can be reimbursed.

## **Specific exclusions of the Assistance cover:**

We cannot intervene if your request for assistance is due to

- Epidemics, pollution, natural disasters

## 5/ Exclusions for medical fees and assistance cover

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

- expenses related to pre existing conditions: consequent to accidents or illnesses which occurred prior to enrolment,
- prostheses fees and medical aids,
- thermal cure and convalescent home stays fees, rehabilitation fees,
- expenses incurred without our prior approval,
- expenses consequent to voluntary non-observance of local legislation in visited countries or to practise of activities prohibited by local legislation,

Scheme EURO-PAX page 5



- travel undertaken for the purpose of diagnosis and / or treatment
- medical and surgical fees which may be delayed,
- States of pregnancy unless unforeseen complications, and in any case from the 6<sup>th</sup> month of pregnancy,
- consequences of an attempted suicide.

## 6/ Personal legal liability cover

We cover the financial consequences of personal legal liability that you might incur notably during traineeships/ internships, as a result of personal injury and/or damage to property and the consequential losses therefrom, caused accidentally to anyone other than an insured party or a member of your family, through an act on your part or on the parts of objects or animals for which you have the care, custody or control, up to the following amounts:

- cumulated personal injury, property damage, and consequential damage: 4,575,000 euros
- damage to property and consequential damage only: 76,000 euros
- entrusted objects during a period of internship: 11,500 euros
- deductible per file: 80 euros

The cover also applies to objects entrusted during a period of traineeship/internship up to the amount given in the schedule of cover.

#### What do we exclude?

Besides the exclusions given under the heading "EXCLUDED RISKS FOR ALL BENEFITS", we do not cover:

- damage intentionally caused or provoked by you,
- damage resulting from the use of land motor vehicles, sailing and motor boats, and air navigation appliances,
- damage resulting from any professional activity,
- the consequences of any material damage and/or personal injury affecting you personally, and members of your family or any other person who is an insured party pursuant to the contract herein,
- objects entrusted to the insured (except in case of traineeships/ internships)
- consequential damage except where it is the direct result of accidental damage to property and/or personal injury that is covered,
- damage resulting from the practice of air sports or from hunting,
- damage you caused due to a fire, explosion or flooding,
- Traineeships/ internships in the medical and paramedical field, except for traineeships/ internships exclusively on an observation basis.

## **Limits of cover**

Settlement – acknowledgement of liability

You should not accept any acknowledgement of liability, nor any settlement, without our prior and written agreement. However, simply acknowledging the materiality of certain facts is not considered to be an acknowledgement of liability, nor is the fact of having procured emergency help for a victim when this is an act of assistance that anyone would have a moral duty to provide.

You should advise us within 5 working days of any event likely to incur your civil liability, unless there is an unforeseen event or a case of force majeure; if this deadline is not adhered to and because of this we sustain a loss, then your cover will lapse.

### **Proceedings**

If legal action is taken against you, we will ensure your defence and will supervise the proceedings for the facts and damage which come within the scope of the contract herein.

However, you may join in the lawsuit as long as you can establish a separate interest that is not taken charge of pursuant to the contract herein.

Scheme EURO-PAX page 6



MAJ2015081

The mere fact of entering an appeal in your defence as a precaution may under no circumstances be interpreted in itself as an acknowledgement of cover, and in o way implies that we agree to be liable for the harmful consequences of events which would not be explicitly covered by the contract herein.

Even if you fail in your obligations after an accident, we are bound to compensate the people to whom you are liable. Nevertheless, in these cases, we retain the right to take legal action against you for reimbursement of all the sums that we have paid or provided on your behalf.

#### **Redress**

Insofar as the means of obtaining redress are concerned:

- We are entitled to act without reference to yourself before the civil, commercial or administrative jurisdictions, in relation to the cover provided under this contract,
- Before the criminal jurisdictions, redress may only be sought with your agreement,
- if the lawsuit pending before a criminal jurisdiction no longer relates to any interests but civil interests, refusal to give your agreement to our exercising the anticipated means of obtaining redress entails a right for us to claim compensation from you equivalent to the loss which resulted for us.

## **Costs of proceedings**

We will be liable for the costs of the proceedings, discharges and other settlement costs. However, if you are ordered to pay a sum in excess of that of the cover, each of us shall bear these costs in proportion to their respective share in the sentence.

## 7/ Excluded risks for all benefits

Medical expenses are not reimbursed if consequent to the following events or situations:

- war whether civil or not, riots or demonstrations
- criminal proceedings against the Insured
- active participation of an insured person to riots or strikes
- nuclear risks
- alcoholism or drunkenness, use of non-prescribed drugs
- any intentional act which may provide benefits
- duels, bets, crimes, fights (except self-defence)
- practise of the following sports: bobsleigh, skeleton, off-piste winter sports, mountaineering, competition luge, air sports as well as sports resulting from participation or training to official competition or games which are organised by a sport federation
- activities when an insurer is banned from providing a contract or an insurance service due to a sanction, restriction or prohibition provided by conventions, laws or regulations, including those decided by the United Nations Security Council, the European Union Council or any other applicable national law,
- activities when they are subject to any sanction, restriction total or partial embargo or prohibition provided by conventions, laws or regulations, including those decided by the United Nations Security Council, the European Union Council or any other applicable national law. It is understood that this provision only applies in the case where the insurance contract or insured goods and/or activities fall within the scope of the decision concerning the restrictive sanctions, total or partial embargo or prohibition, and
- the absence of random.

## Limits applicable in case of *force majeure*

We are not liable in case of default of providing assistance benefits consequent to *force majeure* or the following events: War – foreign or not -, notorious political instability, demonstrations, riots, terrorist acts, reprisals, restrictions to free circulation of persons and goods, strikes, explosions, natural disasters, nuclear risks, nor in delays resulting from the same causes.

Scheme EURO-PAX

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page 7



## 8/ Basis of the insurance contract

This contract is governed by the *French Code des Assurances*.

The definition of benefits, pricing and rules of enforcement concur with the laws and regulations regarding French Sécurité Sociale in force at the date of effect of the insurance contract.

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

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

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

Any actions stemming from an insurance contract are time barred two years after the event from which the actions stem. However, this time limit only starts running:

- 1 In the event of reticence/concealment, omission, misrepresentation or inaccurate declaration of the risk incurred, from the date when the Insurer learned of the said risk;
- 2 In the event of an insurance loss, from the date when the interested parties learned of it, if they prove they were unaware of it prior to that date.

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

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

## **Article L 114-2 of the French Insurance Code:**

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

#### **Article L 114-3 of the French Insurance Code:**

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

## **Additional information:**

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

To learn of any potential updates of the aforementioned provisions, you may consult the official website: "www.legifrance.gouv.fr".

## **Article 2240 of the French Civil Code:**

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

## **Article 2241 of the French Civil Code:**

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

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

## **Article 2242 of the French Civil Code:**

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

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page 8



## **Article 2243 of the French Civil Code:**

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

#### **Article 2244 of the French Civil Code:**

The time limit for action or the time limit after which rights lapse is also interrupted by protective measures being taken pursuant to the French Code of Civil Enforcement Procedures (Code des procédures civiles d'exécution) or by an enforcement being ordered.

## **Article 2245 of the French Civil Code:**

One of the jointly and severally liable obligees being summoned or notified through legal proceedings or through an enforcement order, or recognition by the obligee of the right of the person against whom the obligee could claim inaction within the time limit interrupts the time limit for action against all of the others, even against their heirs.

Conversely, one of the heirs of a jointly and severally liable obligee being summoned or notified, or that heir recognising such a right does not interrupt the time limit for action with regard to the other co-heirs, even for mortgaged debt, if the obligation is divisible. Such summons/notification or such recognition interrupts the time limit for action with regard to the other co-obligees only for the share for which that heir is liable. In order to interrupt the time limit for action for the entire obligation with regard to the other co-obligees, the summons or notification needs to be made to all of the heirs of the deceased obligee, or all of the heirs need to recognise the right;

#### **Article 2246 of the French Civil Code:**

Summons or notification made to the main obligee, or the main obligee recognising the right in question interrupts the time limit for taking action against the guarantor.

#### **SUBROGATION**

According to the *French Code des Assurances*, the recipient of the benefits gives subrogation to the Insurer in order to start any cross claim against any responsible third party.

## **ANTI MONEY LAUNDERING**

The controls that we are legally required to carry out as part of anti-money laundering and to combat the financing of terrorism, especially cross-border flows, may lead us at any time to ask you for explanations or supporting documents, including concerning the acquisition of insured goods. Pursuant to the French Data Protection law (loi Informatique et Libertés) of 6 January 1978 amended by the law of 6 August 2004 and the French Monetary and Financial Code, you are entitled to access the data that concerns you by sending a letter to the French Data Protection Agency (Commission Nationale de l'Informatique et des Libertés (CNIL)).

## **JURISDICTION OF THE COURTS**

Any litigation between the Insured Person and the Insurer concerning the conditions of applying this contract shall be subject to French law and French courts shall have exclusive jurisdiction. Nevertheless, if the Insured Person is domiciled in the Principality of Monaco, Monaco courts shall have sole jurisdiction in case of litigation between the parties.

#### **OPTION OF CANCELLATION**

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

You are prompted to verify that you are not already the beneficiary of insurance covering one of the risks covered by the new contract. If such is the case, you have the right to renounce this contract during the 14 (calendar) days following its conclusion, without any fees or penalties, if all of the following conditions are satisfied:

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

Scheme EURO-PAX page 9

ACS: 153. rue de l'Université 75007 Paris - E-mail : contact@acs-ami.com - Tél : 00 33 (0)1 40 47 91 00 - Fax : 00 33 (0)1 40 47 61 90



In this situation, you can exercise your right to renounce this contract by letter or any other durable medium sent to ACS, 153, rue de l'Université, 75007, Paris, FRANCE, accompanied by a document proving that you already have cover for one of the risks covered by the new contract. We are required to reimburse the premium paid, within 30 days from your renunciation.

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

## 9/ Mediation

## WHAT IS THE PROCEDURE FOR EXAMINING COMPLAINTS?

Your usual contacts are able to study in depth all your requests and complaints. If, after this review, the answers do not meet your expectations, you can submit your claim to:

For ACS:

ACS, Complaints Department, 153, rue de l'Université, 75007 Paris, France Email : contact@acs-ami.com

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

If the disagreement remains, you can submit your claim to:

For Allianz Worldwide Care:

Allianz Worldwide Care SA - Relations Clients, 20 place de Seine, 92086 Paris La Défense Cedex, France.

For Allianz IARD:

Allianz – Relations Clients (Customer Relations)
Case Courrier BS
20, place de Seine
92086 Paris La Défense Cedex, France
Email: clients@allianz.fr

Allianz adheres to the Mediation Charter of the Fédération Française des Sociétés d'Assurances (French Federation of Insurance Companies). In the event of persistent and final disagreement, you have the option, after exhausting the internal processing channels indicated above, of referring the matter to the Mediator of the Fédération Française des Sociétés d'Assurances, whose postal contact details are as follows: BP 290 – 75425 PARIS CEDEX 09, without prejudice to the other channels for legal action.

The parties declare that they submit to French law.

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

L'Autorité de Contrôle Prudentiel et de Résolution (ACPR) (the Prudential Oversight and Resolution Authority) 61, rue Taitbout - 75436 Paris Cedex 09, France.

Scheme EURO-PAX page 10

ACS: 153. rue de l'Université 75007 Paris - E-mail : contact@acs-ami.com - Tél : 00 33 (0)1 40 47 91 00 - Fax : 00 33 (0)1 40 47 61 90



## INFORMING THE CONTRACT HOLDER ABOUT THE PROVISIONS OF THE COMMISSION NATIONALE DE L'INFORMATIQUE ET DES LIBERTES – CNIL (French Data Protection Commission)

We inform you that the information collected is processed for the purposes of handling the present application and for commercial relations. Some of this processing may be performed by service providers inside or outside Europe. Unless you object, your data may also be used by us, for prospecting purposes for the insurance products that we distribute. Pursuant to the French data protection law ("loi informatique et libertés") of 6 January 1978, as amended by the law of 6 August 2004, you are entitled to access, amend, rectify, delete and object to the data concerning you by sending a written request to your broker.

Under our contract for controlling risks and combating fraud, we reserve the right to make any verifications of the information, and, if necessary, to refer the matter to the competent Authorities pursuant to the applicable regulations.

For any question regarding coverage or claims, please contact:

ACS 153, rue de l'Université -75007 Paris, France Tel : 00 33 (0) 1 40 47 91 00

Fax: 00 33 (0) 1 40 47 61 90 e-mail: contact@acs-ami.com

## 10/ Assistance

For any assistance request, please contact on a 24 hour basis:

by phone:

from France: 01.45.16.43.81 or 01.45.16.77.18 outside France 33.1.45.16.43.81 or 33.1.45.16.77.18

by fax:

from France: 01.45.16.63.92 or 01.45.16.63.94 outside France: 33.1.45.16.63.92 or 33.1.45.16.63.94

by e-mail:

assistance@mutuaide.fr

and obtain our prior approval prior to take any initiative or undertake any expense.

In case of difference between the French and English versions of this summary of benefits, the French version shall prevail

Scheme EURO-PAX page 11

ACS: 153. rue de l'Université 75007 Paris - E-mail : contact@acs-ami.com - Tél : 00 33 (0)1 40 47 91 00 - Fax : 00 33 (0)1 40 47 61 90



## 11/ Schedule of cover

| Frais Médicaux   |   | Medical expenses                                |  |
|--|---|---|--|
| Frais médicaux, chirurgicaux,<br>pharmaceutiques et<br>d'hospitalisation en Europe | 30.000 € / Franchise: 30 €                    | Medical and hospitalisation expenses in Europe  | 30.000 € / Deductible: 30€               |
| Soins dentaires  | 92 €  | Dental care                                     | 92 €                                     |
| Assistance Rapatriement  |   | Repatriation assistance                         |  |
| Rapatriement ou transport sanitaire  | Frais réels                                   | Medical repatriation or transport               | Actual expenses                          |
| Accompagnement lors du rapatriement ou transport sanitaire                         | Titre de transport                            | Escort during medical repatriation or transport | Ticket                                   |
| Rapatriement du corps en cas de décès  | Frais reels                                   | Repatriation of the corpse in case of death     | Actual expenses                          |
| Frais funéraires nécessaires au transport  | 1.500 €                                       | Funeral expenses required for transportation    | 1.500 €                                  |
| Paiement des frais de recherche ou de secours                                      | 1.500 € par personne et 4.000 € par événement | Rescue expenses                                 | 1.500 € per person and 4.000 € per event |
| Responsabilité Civile  |   | Civil liability                                 |  |
| Dommages corporels matériels et immatériels confondus                              | 4.575.000 €                                   | Bodily damage                                   | 4.575.000 €                              |
| Dommages matériels et immatériels seuls  | 76.000 €                                      | Material damage                                 | 76.000 €                                 |
| Objets confiés dans le cadre de stages   | 11.000 €                                      | Entrusted objects during a period of internship | 11.000 €                                 |
| Franchise par dossier  | 80 €  | Deductible                                      | 80 €                                     |



## 10/ Appendix: Medical claim form

## **MEDICAL CLAIM FORM**

Complete every section of this form and join the **original** receipted invoices, the copies of the prescriptions and the full medical report and the copy of your passport. All these documents have to mention the patient's full name, the date of the medical treatment, the name, address and telephone number of the practitioner, the medical facility, the laboratory or the pharmacist. The receipts not providing all this information won't be sufficient (a detailed bill is required).

Group your claims in order to avoid low amount reimbursements and take the precaution of making photocopies of all the documents before sending them to:

A.C.S. - Medical Service

## 153 Rue de l'Université 75007 Paris, France Certificate ID: Family name: \_\_\_\_\_\_ Given name: \_\_\_\_\_\_ Current address: \_\_\_\_\_\_ Telephone: \_\_\_\_\_\_ E-mail: \_\_\_\_\_ The received treatment is related to: an accident, circumstances (date, place, details): an illness, diagnosis and date: \_\_\_\_\_ medical or surgical history in direct or indirect relation to the medical condition concerned: date of the first symptoms/signs : \_\_\_\_\_\_ Detail of the invoices related to medical expenses: Currency and Date of treatment Country settled amount Treatments Comments: \_\_\_\_ I would like to receive my reimbursement: by check in euros sent to the following address in France: \_\_\_\_ by wire transfer to a French or foreign bank (please join complete banking details)

Scheme EURO-PAX

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page 13