

# Travel Assistance

# Insurance specification

contract n° 302.953



➤ Assistance to persons







#### Insurer: AGA INTERNATIONAL Tour Gallieni II - 36, avenue du Général de Gaulle 93175 Bagnolet Cedex

### **General Terms and Conditions**

The insured persons: the persons who have booked a holiday organised by the policyholder and who have made an application for the insurance on the day of the booking, irrespective of their domicile for tax and legal purposes.

Your policy consists of these General Terms and Conditions, supplemented by your Specific Terms and Conditions.

This cover applies to all trips, both private and business travel, for a maximum length of 2 consecutive months, sold by the approved organisation or intermediary with which you took out this policy.

Please read your General Terms and Conditions carefully. They specify our respective rights and obligations and answer any questions you may have.

#### **DEFINITIONS**

A number of terms are used frequently in our insurance policies. The list below contains the meaning that shall be given to these terms.

#### **DEFINITION OF THE PARTIES TO THE POLICY**

#### INSURED:

- the policyholder,
- the person(s) stated in your Specific Terms and Conditions.

WE/US: AGA INTERNATIONAL which is the insurance company with which you have taken out your insurance policy.

**POLICYHOLDER:** the signatory of the Specific Terms and Conditions, who thereby undertakes to pay the insurance premium.

YOU: the insured person or persons.

#### **DEFINITION OF INSURANCE TERMS**

FOREIGN/ABROAD: any country except the country in which you are domiciled or of which you are a citizen.

**EUROPE**: the European Union, including Guadeloupe, Guyana, Martinique and Réunion, and also Liechtenstein, the Principality of Monaco, San Marino, Switzerland and the Vatican City.

**FRANCE**: Metropolitan France (including Corsica), Guadeloupe, Guyana, Martinique, Réunion.

**METROPOLITAN FRANCE**: European territory of France (including the nearby islands in the Atlantic Ocean, the English Channel and the Mediterranean Sea) but excluding the French Overseas Territorial Communities.

**EXCESS:** the share in the damage payable by yourself when the claim is settled. Excess amounts in respect of each type of cover are specified in the cover and excess amounts table.

**LIMIT PER EVENT:** maximum amount of cover for a single event giving rise to claims, irrespective of the number of persons insured under the policy.

**APPROVED ORGANISATION:** travel professionals, transport professionals, associations, works councils.

TIME LIMITATION: period beyond which any claim is time-barred.

**CLAIM:** all damaging consequences of an event falling within the scope of one of the types of cover taken out. All damages arising from the same initial cause constitute one and the same claim. SUBROGATION: process by which we replace you in respect of your rights and legal actions against any party liable for your damages, in order to obtain repayment of the sums we have paid you following a claim.

THIRD PARTY: any natural person or legal entity, except:

- the insured person,
- members of his/her family,
- persons accompanying him/her,
- salaried or non-salaried employees of the insured, in the performance of their

TRIP: trip or holiday, lasting a maximum of two months, organised, sold or supplied by the approved body or intermediary with whom this policy was taken out and planned to take place within the period of validity of this policy.

#### ► Relating to the "Assistance to persons" cover:

**ACCIDENT:** any sudden, unforeseen event, external to the victim or the damaged item, constituting the cause of the damage.

**LEISURE ACTIVITY:** any practice of a sport or leisure activity on an amateur basis, during a course or sports or leisure activity package. Any competition, whether amateur or professional, organised under the aegis of a sports federation is not considered to be a leisure activity.

**SEARCH COSTS**: cost of operations undertaken by rescuers or rescue bodies, other than your travel companions, who set out specifically to search for you in a place which does not have any organised rescue services in the vicinity.

**RESCUE COSTS:** transport costs after an accident (when you have been found) from the place where the accident occurred to the nearest hospital.

ACCOMMODATION COSTS: additional hotel costs and cost of telephoning us, following a covered event, excluding all costs for meals and drinks.

**FUNERAL COSTS**: first conservation costs, handling, placing in coffin, specific arrangements for transportation, conservation made compulsory by legislation, packaging and simplest coffin required for transportation and compliance with local legislation, excluding burial, embalming and ceremony costs.

**MEDICAL COSTS:** medically prescribed pharmaceutical, surgical, consultant's and hospital costs required for the diagnosis and treatment of an illness/injury.

**EMERGENCY HOSPITALISATION:** a stay of over 48 consecutive hours in a public or private hospital, for an emergency procedure, which is unscheduled and cannot be postponed.

**DOCTOR:** any person who holds a medical qualification that is legally recognised in the country in which he/she usually carries out their professional activity.

**ILLNESS:** any deterioration to your health diagnosed by a competent medical authority.

ROUTE: itinerary to the destination indicated on the ticket or trip booking form, irrespective of the number of flights taken, in either the outward leg or the return leg.

#### TERRITORY OF YOUR POLICY

The "Assistance to persons" cover applies in the country or countries visited during the trip arranged by the policyholder and which are mentioned in the travel booking form.

You are also covered when travelling in the geographical area relating to your destination country.

#### **COVER AND EXCESS AMOUNTS TABLE**

| ASSISTANCE TO PERSONS  Repatriation assistance: - organising and paying the cost of your return or transportation to a hospital - reimbursement of your accommodation costs and those incurred by the insured members of your family or an insured person travelling with you  Hospitalisation locally for more than 7 days: - paying the costs that enable a member of your family to get to you in hospital: > outward/return journey  Medical and hospital costs abroad  Up to the following limits, per insurance period: - reimbursement of the costs you are responsible for - advance for hospital costs  Rescue costs: - rescue costs  Providing a driver to return your car  Passion  Actual costs  Up to the following limits, per insurance period: - Europe: €15,000 - Rest of the world: €80,000  Providing a driver to return your car  Driver's salary for 3 days   |
|--|
| Repatriation assistance:     organising and paying the cost of your return or transportation to a hospital     reimbursement of your accommodation costs and those incurred by the insured members of your family or an insured person travelling with you      Hospitalisation locally for more than 7 days:     paying the costs that enable a member of your family to get to you in hospital:     ➤ outward/return journey      Medical and hospital costs abroad      reimbursement of the costs you are responsible for     advance for hospital costs      Rescue costs:     rescue costs      Providing a driver to return your car  Actual costs  Actual costs  Up to a per day limit, per insured person and for a maximum of 10 days  Nil  Nil  Per claim: €30  |
| - organising and paying the cost of your return or transportation to a hospital - reimbursement of your accommodation costs and those incurred by the insured members of your family or an insured person travelling with you  • Hospitalisation locally for more than 7 days: - paying the costs that enable a member of your family to get to you in hospital: > outward/return journey  • Medical and hospital costs abroad  - reimbursement of the costs you are responsible for - advance for hospital costs  • Rescue costs: - rescue costs  • Providing a driver to return your car  - Actual costs  - Actual costs  Up to the following limits, per insured person and per insurance period: - Europe: €15,000 - Rest of the world: €80,000  - Providing a driver to return your car  - Providing a driver to return your car  - Actual costs  Up to the following limits, per insurance period: - Europe: €15,000 - Rest of the world: €80,000  - Providing a driver to return your car  - Providing a driver to return your car  - Actual costs  Up to the following limits: - per insured person and per claim: €1,500  - Providing a driver to return your car  - Driver's salary for 3 days |
| days: - paying the costs that enable a member of your family to get to you in hospital:  > outward/return journey  • Medical and hospital costs abroad  - reimbursement of the costs you are responsible for advance for hospital costs  • Rescue costs: - rescue costs: - Providing a driver to return your car  - paying the costs that enable a member of your in hospital:  Actual costs  Up to the following limits, per insured person and per claim: €15,000  - Rest of the world: €80,000  - Providing a driver to return your car  Per claim: €30   |
| insured person and per insurance period: - reimbursement of the costs you are responsible for - advance for hospital costs  Rescue costs: - rescue costs  Up to the following limits: - per insured person and per claim: €1,500  Providing a driver to return your car  insured person and per insurance period: - Europe: €15,000 - Rest of the world: €80,000  Up to the following limits: - per insured person and per claim: €1,500  Providing a driver to return your car  Driver's salary for 3 days  |
| - rescue costs - per insured person and per claim: €1,500 - Providing a driver to return your car  Driver's salary for 3 days  |
|  |
|  |
| Assistance in the event of an insured person's death:     transporting the body     funeral costs     up to a limit, per insured person of the insured members of the deceased's family or an insured person   |
| Early return assistance:     organising and paying transportation costs     Actual costs   |
| • Legal assistance abroad:  Up to the following limits, per insured person and per insurance period:  reimbursement of lawyer's fees advance for bail  Up to the following limits, per insurance period:  Nil  €3,000  €15,000   |
| Additional assistance to persons:     home nurse     delivery of medicines     delivery of meals and shopping     home help     childcare:     ≻ childcare at your home or     P providing an outward/return train or air ticket for a close relative/friend or     P providing an outward/return train or air ticket for your children     educational support     care for pets      Up to the following limits:     20 hours maximum     20 hours maximum     20 hours maximum     1s' class train ticket or tourist class air ticket     1s hours per week within one month     10 days maximum  |
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#### COMMON EXCLUSIONS TO ALL TYPES OF COVER

In addition to the specific exclusions stated for each type of cover, we never insure the consequences of the following circumstances and events:

- 1. civil or foreign wars, riots, popular movements, strikes, hostage taking, handling of weapons;
- your voluntary participation in bets, crimes or fights, except in a case of legitimate defence;
- any effects of a nuclear origin or caused by any source of ionising radiation;
- your intentional acts and fraudulent faults, including suicide and attempted suicide;
- your consumption of alcohol, drugs or any stupefying substance listed in the French Public Health Code, not medically prescribed;
- 6. events for which liability may fall either on your tour operator by application of Chapters VI and VII of Law N° 92-645 of 13 July 1992, stipulating the conditions for pursuing the business of organising and selling holidays or on the carrier, principally for reasons of air safety and/or overbooking;
- 7. your refusal to board the flight originally planned by the approved organisation.

#### YOUR POLICY COVERAGE

#### **ASSISTANCE TO PERSONS**

#### 1. PURPOSE OF THE ASSISTANCE SERVICES

When you call on us for assistance, decisions regarding the nature, the appropriateness, and the way in which the measures to be taken are organised are the exclusive responsibility of our Assistance Department.

#### 1.1. Repatriation Assistance

If your state of health requires you to be repatriated, we will assist you as follows.

 By organising and paying the cost of your return or transportation to a hospital

We organise and pay the cost of your return to your home in your country of origin or transport to the hospital which is closest to your home and/or is the most suitable to provide the care required by your state of health.

 Reimbursement of your accommodation costs and those incurred by the insured members of your family or an insured person travelling with you

On presentation of receipts, we reimburse you, up to the limits stated in the cover and excess amounts table, for your additional accommodation costs and those incurred by the insured members of your family or by an insured person travelling with you, from the day you are immobilised up to the day of your repatriation to your home in your country of origin.

#### IMPORTANT NOTE:

Decisions are only taken in consideration of your medical interests. Our doctors contact the local medical teams and, if required, your usual medical practitioner, in order to gather the information that will enable the most appropriate decisions in respect of your state of health to be taken.

Your repatriation is decided on and managed by medical staff who hold qualifications that are legally recognised in the country in which they usually practice their professional activity.

If you refuse to comply with the decisions taken by our Medical Department, you discharge us of any liability in relation to the consequences of such an initiative and lose all rights to services and compensation from us. Moreover, under no circumstances can we carry out the role of local emergency services organisations, nor can we pay the cost of expenses thus incurred.

#### 1.2. Hospitalisation in situ

 Paying the cost to enable a member of your family to get to your hospital bedside

If you are hospitalised locally for more than 7 days, or more than 48 hours if you are a minor or disabled and were not accompanied by another adult member of your family during your trip:

 we pay the cost of a round trip for a member of your family staying in your country of origin to enable them to get to your hospital bedside.

#### 1.3. Medical and hospital costs abroad

Up to the amount limits stated in the cover and excess amounts table and less the deduction of the excess stated in the same table:

#### Reimbursement of the costs you are responsible for

If, outside France or outside the country where you are resident, you incur medically prescribed medical or hospital expenses, we will reimburse you for the remaining costs payable by yourself (except dental costs) after payment by your basic health insurance body, your health insurance company or any other insurance or provident organisation.

#### · Advance for hospital costs

In the event of hospitalisation, we can make an advance for the costs, by direct payment to the hospital up to the ceiling limit stated in the cover and excess amounts table.

In this case, you undertake to repay this advance to us within three months of the date of your return from the trip. After this time, we will be entitled to claim expenses and legal interest at the statutory rate in addition.

Our refunds and/or advances cease on the day on which our medical department considers that it is possible for you to be repatriated.

In all cases, you undertake to submit your reimbursement claim to your basic health insurance body, your insurance company or any other insurance or provident organisation from which you can claim.

#### 1.4. Rescue costs

We will refund the rescue expenses incurred per insured person up to the ceiling limit stated in the cover and excess amounts table, without exceeding the per event ceiling amount. In connection with carrying out your activity, we will refund the rescue expenses incurred per insured person up to the ceiling limit stated in the cover and excess amounts table, without, however, exceeding the per event ceiling amount.

#### 1.5. Providing a driver to return your car

If your state of health does not allow you to drive your car to return to your home in your country of origin and none of the passengers travelling with you is able to replace you, we will provide a driver to return it to your home in your country of origin by the fastest route.

You will be responsible for paying your hotel, restaurant, fuel, motorway tolls and parking expenses.

You are provided with this cover if your car is in good working order, complies with international and national highway codes and meets mandatory motor vehicle roadworthiness standards.

#### 1.6. Assistance in the event of an insured person's death

In the event of the death of an insured person, we organise and pay the cost of:

- transportation of the body from the location where it is placed in the coffin
  to the burial place in your country of origin,
- funeral expenses, up to the ceiling limit stated in the cover and excess amounts table,
- additional expenses for the transportation of the insured members of the deceased person's family or an insured person's family, travelling with the deceased person, insofar as their originally planned means of returning can no longer be used on account of this death.

#### 1.7. Early return assistance

We organise and pay the costs, insofar as the originally planned means for your return journey to your country of origin can no longer be used:

- either for your return home, and if necessary, for the insured members of your family travelling with you,
- or for a round trip for one of the persons insured under this policy and shown on the same policy application form.

You can receive this service in the following cases:

- in the case of an illness or accident, resulting in emergency hospitalisation
  which commences during your holiday and which, in the opinion of our
  Medical Department is of a life-threatening nature, of your spouse or common-law partner, of one of your ascendants, descendants, brothers, sisters,
  your legal guardian, a person for whom you are the guardian, who is not
  taking part in the trip;
- in order to attend the funeral after the death of your spouse or common-law partner, of one of your ascendants, descendants, brothers, sisters, your legal guardian, a person for whom you are the guardian, who is not taking part in the trip and lives in your country of origin;

- in the event of damage to property as a result of a burglary, fire, water damage or climate event, making your presence at the location essential to implement conservation measures and administrative actions, and affecting over 50% of:
  - your main or secondary residence,
  - your farming business,
  - your business premises, if you are a tradesperson, trader, company manager or if you are in a liberal profession.

#### 1.8. Legal assistance abroad

#### · Reimbursement of lawyer's fees

When a legal action is commenced against you, we reimburse you for your lawyer's fees, on presentation of receipts and up to the ceiling limit stated in the cover and excess amounts table, insofar as:

- the lawsuit is not related to your professional activity,
- the lawsuit does not relate to using or keeping a terrestrial motor vehicle,
- the actions with which you are charged are not, under the legislation of the country in which you are staying, subject to criminal penalties.

#### · Advance for bail

If you are imprisoned or threatened with imprisonment, provided that the proceedings in which you are involved are not motivated by:

- trafficking of drugs or stupefying substances,
- your participation in political movements,
- any voluntary infringement of the laws of the country in which you are staying, we will advance you, up to the limit shown in the cover and excess amounts table, the legally required amount of bail.

In this case, you have three months from the date on which the funds were made available to repay us for this advance.

After this time, we will be entitled to claim expenses and legal interest at the statutory rate in addition.

#### 1.9. Additional assistance to individuals

During your trip, if you become ill or suffer an accident, resulting in your emergency hospitalisation for more than 48 hours and your repatriation, we provide you with some additional services, subject to you requesting them in the fifteen days following your return home.

These services are only provided in Metropolitan France, and operate from Monday to Saturday (except public holidays) between 8 am and 7 pm provided that you contact us at the latest by 7 pm on the previous day.

We offer the following services.

#### · Home nurse

If you are ill when you return home, we undertake to provide and pay the costs of a home nurse, up to the limits set in the cover and excess amounts table. The home nurse is not a replacement for a health professional such as a qualified nurse or doctor who provides medical care.

#### . Delivery of medicines

If you have been issued with a prescription requiring essential medicines to be purchased when you are not able to go out to obtain them:

- when you send the prescription to us, we will do what is required to find, purchase and deliver these medicines to your home, provided that they are available in a pharmacy,
- we advance you the cost of these medicines, which you will refund us at the time when they are delivered to you. We pay the cost of the delivery service.

#### · Delivery of meals and shopping

If you are unable to leave your home:

- we organise and pay the cost, insofar as services are locally available, for delivering your shopping for the time period stated in the cover and excess amounts table, on the basis of one delivery per week,
- we organise and pay the cost, insofar as services are locally available, of delivering meals, up to four deliveries per claim.

#### · Home help

If you are unable to carry out your usual household tasks yourself, we recruit, instruct and pay for a home help for the time limits set in the cover and excess amounts table over a 4-week period.

#### Childcare

If you have children under 16 years of age, residing at your home:

- either we organise and pay the costs of childcare at home between 7 am and 7 pm, insofar as services are locally available, up to the time limit set in the cover and excess amounts table.
  - The person performing the childcare duties may, if no close relative or friend is available, drive them to school or the nursery and collect them afterwards;
- or we can provide a close relative or friend residing in Metropolitan France with a round trip (train or air) ticket to enable them to get to your home to look after them:
- or, we can provide your children with a round trip (train or air) ticket to enable them to get to the home of a close friend or relative residing in Metropolitan France who can look after them. They will be accompanied by an attendant appointed by ourselves.

#### Educational support

If, as the result of an accident or illness, your child who is under 18 years of age is immobilised for a period of over 15 consecutive days, resulting in the same period of absence from school, we organise and pay the cost, insofar as services are locally available, of private lessons with a tutor for up to 15 hours per week, up to a limit of one month maximum. Our cover applies from the first day of immobilisation and during the current academic year for primary and secondary school children (1st and  $2^{nd}$  cycle).

#### · Care for pets

We pay the cost for external care of your pets (dogs and cats) provided that they have had the obligatory vaccinations. Expenses for care of pets and their food are paid up to a maximum limit of 10 days.

#### 2. COVER EXCLUSIONS

In addition to the exclusions that are common to all cover, the following are also excluded:

- For all assistance cover:
  - 2.1. expenses incurred without the prior approval of our Assistance service;
  - 2.2. the consequences of pre-existing illnesses or injuries, diagnosed and/or treated, which required a continuous stay in hospital or a one-day hospital stay or outpatient treatment in the 6 months prior to the assistance request;
  - 2.3. the consequences of an unconsolidated ailment being treated and from which you are still convalescing, as well as any ailments occurring during a trip taken for the purpose of diagnosis and/or treatment;
  - 2.4. the eventual results (check-up, additional treatment, recurrence) from an ailment which previously gave rise to a repatriation;
  - 2.5. the consequences of ailments / accidents or minor injuries that can be treated at the location;
  - 2.6. the consequences of pregnancy including its complications, beyond the 28th week, and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences;
  - 2.7. the consequences:
    - of infectious risk situations in an epidemic scenario.
    - of exposure to infectious biological agents,
    - · of exposure to chemical agents of a combat gas type,
    - · of exposure to incapacitating agents,
    - of exposure to neurotoxic agents or agents with residual neurotoxic effects,

which require a quarantine period or specific preventive or monitoring measures by the local and/or national health authorities of the country in which you are staying;

- 2.8. your participation in any sport practised as a professional or under a paid contract, in addition to preparatory training;
- your failure to comply with official prohibitions and your non-compliance with official security rules, related to the practice of a sports activity;
- 2.10.the consequences of an accident that occurs when you are taking part in one of the following sports: ski-jumping, potholing, bungee jumping,
- 2.11. expenses not expressly mentioned as giving rise to a refund, in addition to the cost of meals and any expenses for which you are unable to produce a receipt.
- In addition, under the "Medical and hospital costs abroad" cover, the following are excluded:
  - 2.12.the cost of thermal spa treatment, heliotherapy, slimming treatments, rejuvenation cures, and all kinds of "comfort" or beauty treatments, physiotherapist's costs;

- 2.13.the costs of implants, prostheses, artificial aids and optical costs;
- 2.14. vaccination expenses;
- 2.15. the cost of treatment or care not resulting from a medical emergency;
- 2.16.the cost of treatment or care, the therapeutic nature of which is not recognised by French legislation.

#### 3. WHAT YOU MUST DO WHEN MAKING A CLAIM

#### 3.1. To request assistance

You must contact us or get a third party to contact us as soon as your situation is expected to involve early return or expenses that fall within the scope of our cover.

Our services are available to you 24 / 7:

| BY CALLING | 01 42 99 02 02    |                     |
|------------|-------------------|---------------------|
| OR         | +33 1 42 99 02 02 | FROM OUTSIDE FRANCE |

You will be immediately assigned a case number and we will ask you to:

- · tell us your policy number,
- give us an address and telephone number where we can contact you and the details of the people who are assisting you,
- allow our doctors to access all your medical information or the medical information for the person needing our assistance.

#### 3.2. For a refund claim

In order to receive a refund of expenses advanced by yourself with our approval, you must provide the receipts that will enable us to determine the validity of your claim.

Services which have not been requested in advance and which have not been organised by us do not entitle you to a refund or a compensation payment.

#### 3.3. To cover the cost of transport

When we organise and pay the cost of transport as part of our cover, this will be 1st class train travel and/or tourist class flights or by taxi, depending on the decision taken by our Assistance Department.

In this case, we take ownership of the original tickets and you undertake to return them to us or to refund us with the amount you have managed to obtain as a refund from the organisation that issued these tickets.

When you did not originally have a return ticket, we ask you to refund the amount you would have paid, in any case for your return on the basis of 1st class train tickets and/or tourist class air tickets, at the time of your planned return, from the company with which you made the outward journey.

#### 4. SCOPE OF OUR ASSISTANCE SERVICES

We act in compliance with national and international laws and regulations and our services are subject to obtaining the necessary approval from the competent administrative authorities.

Moreover, we cannot be held liable for delays or hindrance to the performance of the agreed services as a result of a case of force majeure or events such as strikes, riots, popular movements, restrictions on free circulation, sabotage, terrorism, civil or foreign wars, the consequential effects of a radioactive source or any other exceptional circumstances.

#### **ADMINISTRATIVE PROVISIONS**

# 1. PROCEDURES FOR TAKING OUT COVER, WHEN IT TAKES EFFECT AND ITS TERMINATION

The policy must be taken out on the same day as the holiday booking.

Cover takes effect as soon as you have left your home (maximum of 48 hours before the date of departure shown in your Specific Terms and Conditions) and, at the earliest at 12 noon on the day after you have paid the premium. It terminates when you have returned to your home, and at the latest, 48 hours after the return date stated in your Specific Terms and Conditions.

#### 2. CUMULATIVE INSURANCE

If you are covered for the same risks with other insurance companies, you must inform us of this and provide us with their details and the scope of their cover, in accordance with article L 121-4 of the French insurance code. You can obtain compensation for your damage by contacting the insurance company of your choice.

#### 3. SUBROGATION IN YOUR RIGHTS AND ACTIONS

In consideration for the payment of compensation and, up to its limit amount, we become beneficiaries of the rights and actions that you owned against anyone liable for the claim, in accordance with article L 121-12 of the French insurance code. If, by your act, we are no longer able to perform this action, we can be discharged of all or part of our obligations towards you.

## 4. PENALTIES APPLICABLE IF YOU MAKE A FALSE STATEMENT WHEN TAKING OUT THE POLICY

Any non-disclosure or false statement, any omission or inaccuracy in the statement of the risk is penalised under the terms and conditions stated in Articles L 113-8 and L 113-9 of the French Insurance Code:

#### in the event of bad faith on your part:

by rendering the policy void;

#### if your bad faith has not been established:

by a reduction of compensation, proportionate to the premium paid in relation to the premium which would have been due if the risk had been fully and accurately declared.

# 5. PENALTIES APPLICABLE IF YOU MAKE AN INTENTIONALLY FALSE STATEMENT AT THE TIME OF THE CLAIM

Any fraud, non-disclosure or intentional false statement by you about the circumstances or consequences of an incident will result in the loss of all entitlement to services or compensation for this incident.

#### 6. TIME LIMITATION

Any legal action arising from the insurance policy is subject to a time limitation period of 2 years from the event which gives rise it, under the conditions established by articles L 114-1 and L 114-2 of the French insurance code.

The time limitation period is interrupted mainly by the despatch of a registered letter with acknowledgement of receipt by our company to the insured person in respect of legal action for payment of the premium or by the insured person to our company in respect of payment of the compensation or by the appointment of an expert as the result of a claim.

#### 7. DAMAGE ASSESSMENT

The causes and consequences of the claim are assessed by mutual agreement and failing this, by jointly agreed damage assessment, subject to our respective rights. Each of us appoints an expert. If the appointed experts do not agree, they appoint a third expert: the three experts work in common on a majority vote basis.

If one of us fails to appoint their expert or the two experts are unable to agree on the selection of the third expert, the appointment shall be made by the Presiding Judge of the Tribunal de Grande Instance of the place where the policyholder is domiciled. This appointment shall be made on a written request signed by both parties or by just one party, the other party having being summoned by registered letter. Each party pays the fees and expenses of their own expert and half of the fees of the third expert, if appointed.

#### 8. CLAIM SETTLEMENT TIME PERIOD

As soon as your case is complete, compensation will be paid within 10 days following the agreement between us or an enforceable court ruling.

#### 9. COMPLAINTS HANDLING PROCEDURES

In the event of any problems, please consult your usual representative first of all. If you are not satisfied with their response, you may send your complaint to:

#### MONDIAL ASSISTANCE FRANCE

Service Gestion des réclamations (Complaints Department)

DT 001 54, rue de Londres 75394 PARIS Cedex 08

If you still disagree, after you have received the response from our company, you can request an opinion from an arbitrator.

Procedures for access to the arbitrator will be sent to you if you write to the address above.

#### 10. ADDRESS OF AGA INTERNATIONAL

AGA INTERNATIONAL elects domicile at the registered office of its subsidiary:

Tour Gallieni II, 36 avenue du Général de Gaulle 93175 BAGNOLET Cedex

Any disputes raised against AGA INTERNATIONAL concerning this policy, shall be exclusively submitted to the competent French courts and all notices should be sent to the address shown above.

#### 11. LAW ON INFORMATION TECHNOLOGY AND FREEDOM

In accordance with the French Law on Information Technology and Freedom No. 78-17 of 6 January 1978, as modified by Law No. 2004-801 of 6 August 2004, you have the right to oppose, access, modify, correct and remove any information about yourself that is contained in our files, by contacting our head office in France.

#### 12. REGULATORY AUTHORITY

The body responsible for the regulation of AGA INTERNATIONAL is the Autorité de Contrôle Prudentiel (French banking and insurance industry regulatory authority), 61 rue Taitbout, 75436 Paris Cedex 09.



# Urgent need of assistance

- Contact us (24h/24)on 00 33 (0)1 42 99 02 02
- Please indicate:

Your policy N°
Who needs help?
Where? Why?
Who is taking care of the patient?
Where, when and how can he/she be contacted?

AGA INTERNATIONAL Tour Gallieni II 36, avenue du Général de Gaulle 93175 BAGNOLET Cedex

Tel.: 01 49 93 29 00

Private company governed by the insurance Code Company Capital : 17 287 285 euros RCS PARIS 519 490 080

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