

# Insurance & Assistance Business Mastercard X

Policy n° 4 904 397-003

## Policy Summary

Pursuant to Article L.141-4 of the Insurance Code

### Policyholder: OLINDA SAS,

Société par actions simplifiée au capital de 216.992 €, immatriculée au RCS de Paris sous le numéro 819 489 626 et dont le siège social se situe 8 rue du Sentier, 75002 PARIS, agréée par l'Autorité de Contrôle Prudentiel et de Résolution (« ACPR »), sise 4, place de Budapest – CS 92459, 75436 PARIS CEDEX 09 en qualité d'Établissement de paiement sous le numéro [16958]

### Insurer : AIG Europe S.A.,

Compagnie d'assurance, immatriculée au Luxembourg (RCS n° B 218806) dont le siège social est sis 35 D Avenue J.F. Kennedy, L-1855, Luxembourg. AIG Europe SA est agréée par le Ministère Luxembourgeois des Finances et contrôlée par le Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel. : (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu/>.

Succursale pour la France Tour CB21 - 16 Place de l'Iris 92400 Courbevoie - RCS Nanterre 838 136 463.

La commercialisation de contrats d'assurance en France par la succursale française d'AIG Europe SA est soumise à la réglementation française applicable, sous le contrôle de l'Autorité de Contrôle Prudentiel et de Résolution, 4 place de Budapest, CS 92459, 75436 Paris Cedex 09. <https://acpr.banque-france.fr/>.

### Broker: Aon France

31-35 rue de la Fédération, 75717 Paris Cedex 15.

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RCS Paris 414 572 248 - N° TVA intracommunautaire FR 22 414572248

SAS au capital de 46 027 140 euros, immatriculée au registre des intermédiaires en assurance ([ORIAS](#)) sous le n° 07 001 560.

Garantie Financière et assurance de Responsabilité Civile Professionnelle conformes aux articles L512-7 et L512-6 du Code des assurances



## Important information

This English translation is not contractual and is provided for information purposes only. In the event of a dispute, the original French language policy wording shall be solely applicable and prevail over this translation. Accordingly, this translation should not be relied upon and any disputes arising in connection with the insurance cover granted will be resolved purely by reference to the original French language wording and the meaning of the terms used therein.

The cover provided under this policy applies to holders of the MasterCard Business mentioned in the title and depends directly on the validity of the cards concerned. Cover is not suspended if a card is reported lost or stolen.

The cover provided under this policy is made up of 3 parts: «Part1 - Insurance», «Part 2 - Assistance» and «Part 3 - Common Provisions Insurance & Assistance».



# Part 1 - Insurance

## Conditions Of Access

Except Where Otherwise Provided, Benefit Of The Cover May Be Claimed Only If The Insured Service Or Good Has Been Entirely Or Partially Paid For With The Card Before The Claim Event Occurs. In The Case Of Vehicle Rental, If Payment Is Made At The End Of The Rental Period The Cardholder Must Furnish Proof Of A Reservation Made Using The Card Before Taking Possession Of The Vehicle, Such As A Pre-authorisation.

Contacts For Further Information:  
The phone number on the back of your card.

## 1 - Common definitions - Insurance part

For the purposes of this document, and except where otherwise provided, the following terms have the following meanings:

### Cardholder

The individual who holds the Card.

### Accident

Any medically ascertained bodily injury that is unintentional on the part of the Insured Person and results from the sudden action of an external cause.

### Card

The BusinessCard MasterCard issued by the Policyholder and to which the cover is attached. However, persons who hold several MasterCard corporate cards automatically benefit from the most extensive cover, both for themselves and for the other Insured Persons, whichever card is



used for payment.

The same applies to dynamic virtual cards, which do not in any way change the cover attached to the card to which they are linked.

If a MasterCard cardholder pays for a service on behalf of other holders of a MasterCard corporate card, the cover from which they benefit will be that of the card they hold.

## Partner

The Partner is either:

- the Cardholder's non-separated and non-divorced spouse, or
- the person who cohabits with the Cardholder, or
- the person with whom the Cardholder has concluded a currently valid Pacte Civil de solidarité (Civil Solidarity Pact, PACS).

Proof of cohabitation is provided by a cohabitation certificate drawn up prior to the date of the Claim or, failing that, by tax notices bearing the same address or utility bills in both names dating from before the Claim.

Proof of a PACS is provided by the certificate issued by the court registry, drawn up prior to the date of the Claim.

## Force Majeure

Any unforeseeable and irresistible event occurring without human agency such as to render performance of the contract absolutely impossible, as customarily recognised by the case law of the French courts, is deemed to have been caused by force majeure.

## Deductible

Lump sum determined in the policy payable by the Insured Person in the event of compensation following a claim under the cover. The Deductible may be expressed in currencies, in hours or in days.

## Claim

The occurrence of an event provided for in the policy to which this notice applies.

The date of claim is the date on which the claim event occurs, i.e. the event which is the initial cause of the damage.

## Third Party

Any person other than:



- the Cardholder and his\* Partner,
- their ascendants and descendants,
- employees, whether paid by the Insured Person or not, in the performance of their duties.

\* In this document, use of the masculine gender includes use of the feminine gender.

## 2 - Special provisions - Insurance part

### Chapter I - Travel

#### Special definitions

For the purposes of this document, the following terms have the following meanings:

##### Insured Person

- the Cardholder,
- his Partner,
- their children and grand-children under 25 years of age when they are fiscally dependent on at least one of their parents.
- their ascendants and descendants, whatever their age, living under the same roof as the Cardholder and his Partner, provided that they are fiscally dependent on the Cardholder or his Partner, and:
  - they hold the disability card provided for at Article L. 341-3 of the Social Action and Families Code,

**or,**

- they receive maintenance from the Cardholder and/or his Partner that entitles them to a deduction from their income tax notice.
- Co-Workers, not more than two for any Travel under the insurance.

Insured Persons are covered whether they travel alone or together.  
However, Co-Workers are covered only if they travel with the Cardholder.

##### Co-Worker

Employee, self-employed co-worker or intern aged over 16 with, respectively, a valid employment contract, assignment contract or internship contract issued by the enterprise of which the Cardholder is an employee, self-employed co-worker, partner, director or corporate officer.



## Permanent Disability

Reduction of the physical or mental potential of a person whose condition is consolidated.

## Consolidation

Date as of which the condition of the injured person or patient is considered stable from a medical standpoint.

## Beneficiary

In the event of accidental death, and unless otherwise stipulated by the Insured Person in a written and signed document, the beneficiary is the Insured Person's surviving non-separated or non-divorced spouse or failing that the Insured Person's born or unborn children in equal shares, or failing that the Insured Person's assigns.

### **Acceptance of benefit of the cover:**

The Insured Person must give his prior consent to any acceptance of benefit of the cover by the designated person. Such acceptance may take the form either of a rider signed by the Insurer, the Insured Person and the Beneficiary, or an authenticated or private deed signed by the Insured Person and the Beneficiary and notified to the Insurer in writing.

Designation becomes irrevocable upon the Beneficiary's acceptance and no change may be made without his consent.

In all other cases to which the cover applies, the Beneficiary is the Insured Person.

## Luggage

Any item carried or acquired during Travel.

## Valuables

Jewels, furs, works of art and antiques, musical instruments, photographic and cinematographic equipment, sound and image recording and reproduction equipment and the media for them and any other item with a purchase value of €300 or more.

## Reimbursement Value

The reimbursement value will be equal to the purchase price in the first year following the purchase date. After that, it will be reduced by 25% in the second year and by 10% per year in the following years.

## Travel

Any journey of more than 100 km from the Insured Person's domicile or habitual place of work.



## Public Transport

Any means of collective passenger transport that has been authorised for the public carriage of travellers and for which a transport licence has been issued.

## Journey To or From a Point of Departure or Arrival

The most direct route between a traveller's domicile or habitual place of work and an airport, station or terminal:

- as the passenger of a taxi or public means of land, air, waterway or maritime transport authorised to carry passengers,
- as a driver or passenger of a rented vehicle.

## Rented Vehicle

Any registered four-wheel motorised land vehicle used to carry passengers that is rented from an authorised professional.

A courtesy vehicle lent by a garage operator when the Cardholder's vehicle is out of service for repair is also deemed to be a Rented Vehicle provided that the loan is the subject of a proper contract and that an invoice is issued.

## Geographical scope

The cover extends **worldwide** during Travel under the insurance

## Travel accidents cover

### Scope of the cover

The policy covers the risks of death or Permanent Disability following an Accident that occurs while the Insured Person is travelling under the insurance on board any means of Public Transport or in a Rented Vehicle.

The cover extends to Accidents that occur on a Journey To or From a Point of Departure or Arrival.

The cover also extends to death or Permanent Disability arising from the Insured Person's involuntary exposure to the natural elements as a result of an Accident.

**The benefits described below apply only if the accident is the result of an insured event.**

- 1) Accident that occurs while travelling on public transport



- In the event of accidental death, either immediate or occurring within 100 days of the date of the Accident, the Insurer will pay the Beneficiary a capital sum of €155,000.
- In the event of accidental Permanent Disability occurring within two years of the date of the Accident, the Insurer will pay the Insured Person a capital sum of up to €155,000 according to the disability table for industrial accidents.

2) Accident that occurs on board a rented vehicle or while travelling to or from a point of departure or arrival

- In the event of accidental death, either immediate or occurring within 100 days of the date of the Accident, the Insurer will pay the Beneficiary a capital sum of €46,000.
- In the event of accidental Permanent Disability occurring within two years of the date of the Accident, the Insurer will pay the Insured Person a capital sum of up to €46,000 according to the disability table for industrial accidents.

If death occurs before final Consolidation of the Disability, the capital sum provided for in the event of death will be paid, minus any amounts paid in respect of Disability. The two benefits cannot be aggregated when they are the consequences of the same event.

## Disappearance of the insured person

If the Insured Person disappears and the body is not found within one year of the disappearance or destruction of the means of land, air or maritime transport in which he was travelling at the time of the accident, the Insured Person will be presumed to have died as a result of the accident.

## Duration of the cover

The cover applies for the first 90 days of Travel.

## Insurer's maximum payout

If an Accident occurs during Travel under the insurance on board:

- Public Transport, the maximum compensation will not exceed €450,000 per Claim whatever the number of Insured Persons;
- a Rented Vehicle, and for any Journey To or From a Point of Departure or Arrival, the maximum compensation will not exceed €46,000 per Claim whatever the number of Insured Persons

If there is more than one Insured Person, the compensation amount will be divided equally between the number of Insured Persons suffering an Accident.





## Specific exclusions

In Addition To The Common Exclusions, The Following Are Also Excluded From The Cover:

- Travel On Board Aircraft Rented By The Insured Person For Private Or Professional Use,
- Bodily Injury Resulting From Participation In Reserve Training Or Military Operations Or While On National Service,
- Bodily Injury Resulting From Lesions Caused Directly Or Indirectly, Partly Or Entirely By:
  - Any Form Of Disease,
  - Bacterial Infections Except For Pyogenic Infections Resulting From An Accidental Cut Or Wound,
  - Medical Treatment Or Surgical Operations Unless They Are The Result Of An Accident.

## Flight and train delays / luggage delays cover

### Flight and train delays

### Scope of the cover

During Travel under the insurance and in case of the occurrence of a covered event, the Insured Person will be compensated for the following initially unforeseen expenses:

- meals and refreshments,
- hotels,
- transfer costs between the airport and the final destination,
- costs in connection with changing a ticket or buying another ticket where the flight or train on which the Insured Person was travelling has prevented him from taking the means of travel for which the ticket had been bought with the Card before departure, in order to reach the final destination.

### Covered events:

- delay or cancellation of a scheduled flight,
- delay or cancellation of a charter flight,
- delay or cancellation of a train,
- refusal of admittance on board on account of overbooking
- delay of a confirmed flight on which the Insured Person was travelling in order to reach a place of connection preventing him or her from embarking on a confirmed connecting flight,
- delay of more than one hour to a means of Public Transport used by the Insured Person to reach an airport or a train station in order to embark on a confirmed flight or a train that he has booked.



## Conditions:

- The cover will apply only to:
  - scheduled flights of airlines with published schedules (in the event of a dispute the ABC World Airways Guide will be deemed the reference work for determining the schedule of flights and connections),
  - charter flights from an EU Member State,
  - railway companies as well as regular means of Public Transport whose schedules are published and known in advance.
- The cover will apply only to a delay of more than:
  - 4 hours on a scheduled flight,
  - 6 hours on a charter flight,
  - 2 hours on a train, and if the carrier does not make any replacement means of transport available to the Insured Person within:
    - 4 hours for a scheduled flight,
    - 6 hours for a charter flight,
    - 2 hours for a train, after the initial departure time (or arrival time for a connection) of the reserved and confirmed flight or train.

## Duration of the cover

The cover starts at the scheduled departure time and lasts until actual arrival at the final destination.

## Insurer's maximum payout

The maximum amount of compensation will not exceed €1,500 per Claim (whatever the number of Insured Persons).

## Specific exclusions

In Addition To The Common Exclusions, The Following Are Also Excluded From The Cover:

- If The Insured Person Refuses A Similar Means Of Transport Provided,
- The Temporary Or Definitive Withdrawal Of An Aircraft On The Orders Of The Civil Aviation Airport Authorities Or A Similar Body, Announced Prior To The Departure Date For The Insured Journey.



## Luggage delays

### Scope of the cover

If the Insured Person's Luggage, duly checked and under the responsibility of the public carrier with which he or she is travelling under the insurance, is not returned to him or her within four hours of arrival at destination, the Insured Person will be compensated for expenses incurred in obtaining emergency clothing and toiletries.

**Except in the event of accidental occurrence or Force Majeure, for a Claim to be valid the Insured Person must immediately notify the airline's competent authorities of the missing Luggage and obtain a delayed luggage receipt.**

NB:

The cover will apply only to the scheduled flights of airlines with published schedules (in the event of a dispute the ABC World Airways Guide will be deemed the reference work for determining the schedule of flights and connections) and regular means of public transport whose schedules are published and known in advance.

### Duration of cover

The cover starts four hours after the time of arrival at the destination and lasts until the end of the fourth day following the time of arrival.

### Insurer's maximum payout

The maximum amount of compensation will not exceed €1,500 per Claim (whatever the number of Insured Persons).

### Specific exclusions

In Addition To The Common Exclusions, The Following Are Also Excluded From

**The cover:**



- Embargo, Confiscation, Capture Or Destruction On The Orders Of A Government Or Public Authority,
- Items Bought After The Carrier Has Returned The Luggage Or More Than 4 Days After The Time Of Arrival At The Destination Airport Or Station Even If The Luggage Has Still Not Been Returned To The Insured Person.

## Provision applicable to both benefits:

For the same journey, reimbursement under the Flight and Train Delays and Luggage Delays cover is limited to **€1,500** per Claim (whatever the number of Insured persons).

## Loss or theft of or damage to luggage cover

### Scope of the cover

The Insured Person will be compensated for the relevant Reimbursement Value if, while travelling under the insurance, his Luggage, duly checked and under the responsibility of the public carrier, is lost, stolen or totally or partially destroyed.

**Except in the event of accidental occurrence or Force Majeure, for a Claim to be valid the Insured Person must immediately notify the airline's competent authorities of the missing Luggage and obtain a lost luggage receipt.**

The Insurer will intervene only after all compensation payable by the carrier has been depleted, and exclusively to supplement such compensation, in particular under the terms of the Montreal Convention, in the event of theft, loss or total or partial destruction of the Luggage.

### Insurer's maximum payout

Compensation will not exceed **€4,000** per Claim, including **€800** per Valuable and **€500** for Electronic equipment.

Within these amounts, any compensation payable in respect of the Luggage Delays cover will be deducted from the total amount reimbursed when personal Luggage is declared definitively lost.

In all events, a **€70** deductible will be applied to the total amount of the damage before application of the maximum benefit amount.

### Specific exclusions

**In Addition To The Common Exclusions, The Following Are Also Excluded From The Cover:**



- Confiscation Or Requisition By Customs Or Any Government Authority,
- Loss Or Damage Caused By:
  - Normal Wear And Tear, Depreciation, Inherent Defect,
  - Moths Or Vermin, A Cleaning Process Or Climatic Conditions,
  - The Poor Condition Of The Luggage Used To Carry Personal Effects,
- Loss Or Theft Of Or Damage To The Following:
  - Protheses And Orthoses Of Any Kind, Glasses And Contact Lenses,
  - Cash, Securities, Travellers' Cheques, Payment And/or Credit Cards, Keys, Personal Papers, Identity Papers, Documents Of Any Sort And Samples,
  - Airline Tickets, Transport Tickets And Vouchers And Petrol Coupons,
  - Unlawful And/or Counterfeit Products,
  - Loss Or Theft Of Or Damage To Objects Made Of Glass, Crystal, China Or Similar Materials, Objects Sensitive To Changes In Temperature, Perishable Foodstuffs And Products And Animals Prohibited By The Carrier.

## Chapter II – Damage to rented vehicles

### Special definitions

For the purposes of this section, the following terms have the following meanings:

#### Insured Person

The Cardholder and persons travelling with him whose names are included as drivers on the rental agreement.

#### Deductible

Portion of the claim payable by the Cardholder stated in the rental agreement where the Cardholder has declined the loss damage waiver proposed by the renter.

#### Incompressible Deductible

Portion of the claim payable by the Cardholder stated in the rental agreement where the Cardholder has opted for the loss damage waiver proposed by the renter.

#### Out-of-service Costs

Daily fee for parking the vehicle invoiced in some cases by the repairer.



## Rented Vehicle

Any registered four-wheel motorised land vehicle used to carry passengers that is rented from an authorised professional with a value as new of **€150,000 or less with the exception of the following vehicles:**

- classic cars more than 20 years old or cars that the maker has not produced for more than 10 years,
- vehicles with a maximum authorised mass of over 3.5 tonnes and/or a useful volume of over 8 cu. m.,
- camping cars and caravans,
- quads.

A courtesy vehicle lent by a garage operator when the cardholder's vehicle is out of service for repair is also deemed to be a rented vehicle provided that the loan is the subject of a proper contract and that an invoice is issued.

## Scope of the cover

The purpose of the agreement is to cover the Insured Person for material damage to or theft of a rented vehicle.

**In the event of theft, for a Claim to be valid, except in the event of accidental occurrence or Force Majeure, the Insured Person must report the theft to the competent police authorities within 48 hours, stating the circumstances of the theft and the details of the Rented Vehicle (make, model, etc.).**

## Duration of cover

Cover starts when the rental agreement is signed and ends when the Insured Person returns the vehicle.

## Conditions

To benefit from the cover, the cardholder must:



- rent the vehicle from a professional renter, fill out and sign a proper rental agreement,
- legibly state the name(s) of the driver(s) on the rental agreement,
- pay the vehicle rental with the Card (if payment is made at the end of the rental period, the Cardholder must furnish proof of a reservation made using the Card before execution of the rental agreement, such as a pre-authorisation). Provided the same conditions are met, the cover applies when the rental has been entirely or partly paid with the Card of the Partner of the signatory of the rental agreement. To benefit from the cover, the Insured Person must also:
  - fulfil the driving criteria imposed by the renter and the local laws or jurisdiction,
  - drive the vehicle in accordance with the provisions of the rental agreement signed by the Cardholder with the renter.

**The Insurer cannot under any circumstances reimburse the Insured Person for the amount of CDW or LDW paid to the renter if the Insured Person has omitted to decline it or if it is automatically included in a package that the Insured Person has accepted.**

## Geographical scope

The cover extends **worldwide**.

## Insurer's maximum payout

In the event of material damage to the rented vehicle (including theft or attempted theft) with or without an identified third party, liable or non-labile, the insurance covers the Insured Person for the cost of repairing or restoring the vehicle up to:

- the amount of the Incompressible Deductible stated in the rental agreement where the Cardholder accepts the renter's insurance, or
- the amount of the Deductible stated in the rental agreement where the Cardholder declines the renter's insurance, or
- the amount of repairs or the market value of the vehicle in the event of theft, up to **€150,000** or the equivalent in another currency, if the renter does not have other insurance cover.

The benefit accrues to the Cardholder without any formality and to persons travelling with him who are drivers of the rented vehicle provided that their names are stated beforehand on the rental agreement.

If the rented vehicle suffers damage causing it to be partly or completely out of service, and if the Cardholder has to rent a replacement vehicle, in that case only the Insurer also **covers loss of use of the vehicle limited at most to the daily rental multiplied by the number of days out of service, which may not exceed the initial rental period.**

If the renter charges the Insured Person an administration fee, the insurers will reimburse such fees up to **€75** per claim, **given that they do not assume charges invoiced by the renter corresponding to a possible loss of earnings.**

This cover is granted for up to **two settled Claims** in the order in which they occur per calendar year.



## Specific exclusions

### **In Addition To The Common Exclusions, The Following Are Also Excluded From The Cover:**

- Damages Caused By:
  - Wear And Tear To The Vehicle,
  - A Structural Defect,
- All Deliberate Damage,
- Confiscation And Removal Of Vehicles,
- Expenses Unrelated To The Repair Or Replacement Of The Vehicle (except For Out-of-service And Towing Costs Invoiced To The Insured Person),
- Damage Incurred When The Rented Vehicle Is Used Off-road,
- Simultaneous Rental Of More Than One Vehicle,
- Regular Rental Of Vans For Deliveries, Express Delivery Or Removals:
  - For Cardholders Whose Business Is In The Transport Sector (courier, Deliveries, Haulage, Removals, Etc.), Van Rental Is Limited To Eight Occasions Per Calendar Year,
  - For Cardholders Whose Business Is Not In The Transport Sector, Van Rental Is Limited To Four Occasions Per Calendar Year,
- Rental Of The Same Vehicle For More Than 60 Consecutive Days Even If The Rental Consists Of Several Successive Agreements,
- Damage Caused To The Passenger Compartment Of The Vehicle Which Is Smoking-related Or Caused By Animals,
- Damage To Or Loss Or Theft Of The Keys Of The Rented Vehicles And The Consequences Thereof.

## Settlement of claims

Two cases may arise:

1. The renter debits the Card either for the amount of the Deductible or for the amount of the damage because the Cardholder has not had the time to report the Claim or because the renter refuses the Insurer's guarantee of payment.

In this case, the Cardholder must report the claim and keep proof of the debit (e.g. a copy of the card statement or a copy of the debit slip signed by the Cardholder).

If the claim is substantiated, the Cardholder will be reimbursed.

2. The renter accepts the guarantee of payment and directly contacts the Insurer, who will then settle the claim.

If the claim is substantiated, the renter will be reimbursed.

In all events, the Insurer undertakes to pay outstanding compensation within 15 days of the date on which it is in possession of all the information needed to settle the claim.

If the Insurer settles either directly with the renter or by reimbursement, the Insured Person automatically assigns it his rights to settle with or recover damages from liable third parties or another company.





## Chapter III – Fraud

### Fraudulent use of the card cover

#### Special definitions

For the purposes of this section, the following terms have the following meanings:

##### Insured Person

The firm or the Cardholder to whose account the Card is attached.

##### Cardholder

Any individual having an employment or apprenticeship contract with the Insured Person to whom the Insured Person has personally given one or more Cards in order to meet his Business Expenses.

##### Business Expenses

All expenses incurred by the Cardholder in the course of an activity on the firm's behalf.

##### Fraudulent Use

Any payment or withdrawal made by a Third Party using one or more of the Insured Person's Cards lost or stolen during the validity of the Card.

##### Claim Event

Any Fraudulent Use that occurs following loss or theft of a Card between the time when the Card is lost or stolen and the time when the Insured Person or Cardholder reports the loss or theft to the Card issuer's card loss centre or a card loss centre recognised by it.  
All fraudulent transactions carried out following the same loss or theft constitute a single Claim Event.

#### Scope of cover

The purpose of this cover is to assume direct pecuniary losses suffered by the Insured Person in the event of payments or withdrawals made fraudulently by a Third Party using one or more of the



his Cards lost or stolen during the validity of the Card, insofar as such fraudulent transactions are carried out between the time when the Card is lost or stolen and the time when the Insured Person or Cardholder reports the loss or theft to the Card issuer's card loss centre or a card loss centre recognised by it.

## Geographical scope

The cover extends **worldwide**:

- wherever the Card is lost or stolen,
- wherever the Fraudulent Use occurs.

Compensation is always paid in a country of the European Union.

## Insurer's maximum payout

For each Card, the cover applies:

- either up to the amount of the Deductible payable by the Cardholder,
- or up to the amount of the misappropriated sums in the event of gross negligence by the Cardholder,

in accordance with the prevailing laws and regulations.

Lump-sum compensation of **€50** will be paid for each Claim to offset any costs the Cardholder may have had to pay in connection with the Claim.

The amount of the benefit per year is depleted by the amount of compensation paid or payable in chronological order of occurrence of the Claim Events.

Any Claim is ascribable to the calendar year in which the Card is lost or stolen or, if there is any doubt as to the date of occurrence, to the calendar year in which the loss or theft of the Card was discovered.

In all events, the maximum compensation amount will not exceed **€3,000** per calendar year.

## Specific exclusions

**In Addition To The Common Exclusions, The Following Are Also Excluded:**

- Any Embargo, Confiscation, Capture Or Destruction On The Orders Of A Government Or Public Authority,
- Any Series Of Fraudulent Uses Where The First Use Takes Place Before This Agreement Takes Effect,
- Any Indirect Loss Suffered By The Insured Person Or Any Other Individual Or Legal Entity, Such As Interest Charges, Loss Of Profits Or Interest, Loss Of Custom, Loss Of Earnings Or Reduction Of Sales,
- Any Misuse Occurring After The Date On Which The Card Is Stopped Or Cancelled.



## Insured person's obligations in the event of a claim

**For a Claim to be valid**, except in the event of accidental occurrence or Force Majeure, as soon as the Insured Person or the Cardholder discovers the loss or theft of a Card or Cards or the debit on his bank statement resulting from fraudulent transactions using the lost or stolen Card or Cards, he must:

- immediately report the fact to the issuer's card loss centre (or to a centre recognised by the issuer) and stop the Card,
- promptly confirm the stop on the Card to the issuer in writing,
- if the Card has been stolen: promptly report the theft to the competent police authorities,
- if the Card has been lost or his bank statements show debits for fraudulent transactions using the Card or Cards: promptly report the misuse to the competent police authorities,
- submit a claim as soon as possible.

## Recovery

If all or some of the direct pecuniary losses are recovered, the Insured Person should inform the Insurer immediately.

1. If recovery takes place before any compensation is paid, the Insurer is required to pay only:

- compensation corresponding to unrecovered pecuniary losses,
- compensation corresponding to the costs incurred by the Insured Person (or on his behalf), with the Insurer's consent, for recovery,

**within the limit of direct pecuniary losses suffered by the Insured Person and a maximum of €3,000 per calendar year.**

2. If recovery takes place after compensation has been paid, any amount recovered (minus costs incurred in connection with recovery) is payable:

- first to the Insured Person, up to the amount of pecuniary losses exceeding the Insurer's compensation,
- then to the Insurer up to the amount of the compensation paid.

## Misuse of the card cover

## Special definitions

For the purposes of this document, the following terms have the following meanings:



## Insured Person

The enterprise that is bound to a Card issuer by an agreement and employs the Cardholder.

## Cardholder

Any individual having an employment or apprenticeship contract with the Insured Person to whom the Insured Person has personally given one or more Cards in order to meet his Business Expenses.

## Business Expenses

All expenses incurred by the Cardholder in the course of an activity on the firm's behalf.

## Misuse

1. For debit cards on the Insured Person's account: any withdrawal or payment made by the Cardholder with his Card intentionally in order to pay non-business expenses, the amount of which is debited to the Insured Person's account and which the Cardholder refuses or is unable to reimburse.

2. For debit cards on the Cardholder's account: any withdrawal or payment made by the Cardholder with his Card intentionally in order to pay non-business expenses:

- which the Cardholder refuses or is unable to pay to the Card issuer,
- the amount of which the Insured Person owes to the Card issuer through joint liability with the holder.

## Claim Event

Any Misuse that occurs with the help of a Card.

## Scope of cover

The purpose of this cover is to assume direct pecuniary losses suffered by the Insured Person as a result of Misuse of a Card:

- provided that the Cardholder's employment contract is terminated,
- insofar as the Misuse occurred at the earliest 75 days before the first of the following two dates:
  - the date on which the employment contract terminates,
  - the date on which the request to stop or cancel the card is made.



## Geographical scope

The cover extends **worldwide**.

## Insurer's maximum payout

Benefits are limited to **€11,000** per Cardholder per Insurance Year and **€750,000** per insured enterprise per calendar year.

A Deductible of **€80** per Claim will apply.

The amount of the benefit per calendar year is depleted by the amount of compensation paid or payable in chronological order of occurrence of the Claim Events.

Any Claim is ascribable to the calendar year during which the first Misuse of the Card occurs or, if there is any doubt as to the date of occurrence, to the calendar year during which the Misuse is found to have occurred.

Compensation is always paid in a country of the European Union.

## Specific Exclusions

### **In Addition To The Common Exclusions, The Following Are Also Excluded:**

- Any Embargo, Confiscation, Capture Or Destruction On The Orders Of A Government Or Public Authority,
- Any Series Of Misuses Where The First Use Takes Place Before This Agreement Takes Effect,
- Any Indirect Loss Suffered By The Insured Person Or Any Other Individual Or Legal Entity, Such As Interest Charges, Loss Of Profits Or Interest, Loss Of Custom, Loss Of Earnings Or Reduction Of Sales,
- Any Misuse By A Holder Under 18 Years Of Age,
- Any Misuse By A Holder Owning More Than 5% Of The Share Capital Of The Insured Person Or One Of Its Subsidiaries,
- Any Misuse By A Holder Who, To The Knowledge Of The Insured Person (i.e. One Of Its Directors, Shareholders Or Senior Managers), Has Already Committed Fraudulent Or Dishonest Acts,
- Any misuse occurring after the date on which the card is stopped or cancelled.



## Insured person's obligations in the event of a claim

**For a Claim to be valid, except in the event of accidental occurrence or Force Majeure, as soon as Misuse of the Card comes to the Insured Person's attention, he must:**

- immediately report the fact to the issuer's card loss centre (or to a centre recognised by the issuer) and stop the Card,
- promptly confirm the stop on the Card to the issuer in writing,
- send the Cardholder a letter stating that the Card has been cancelled and instructing him to stop using the Card, to return it and to pay the amounts resulting from Misuse,
- take all steps to promptly recover the Card, destroy it and return it to the issuer,
- submit a claim as soon as possible.

## Recovery

1. If recovery takes place before any compensation is paid, the Insurer is required to pay only:

- compensation corresponding to unrecovered pecuniary losses,
- compensation corresponding to the costs incurred by the Insured Person (or on his behalf), with the Insurer's consent, for recovery,

**within the limit of the amount of direct pecuniary losses suffered by the Insured Person and a maximum of €11,000 per calendar year and per Cardholder and €750,000 per calendar year and per insured enterprise.**

2. If recovery takes place after compensation has been paid, any amount recovered (minus costs incurred in connection with recovery) is payable:

- first to the Insured Person, up to the amount of pecuniary losses exceeding the Insurer's compensation,
- then to the Insurer up to the amount of the compensation paid.

## Chapter IV – Distant purchases

### Execution of orders cover

#### Specific definitions

For the purposes of this document, the following terms have the following meanings:



## Insured Person

The Cardholder.

## Insured Item

Any movable good with a unit value of more than **€15** (excluding carriage) that is bought new using the Card or a virtual card linked to it and this is the subject of Distance Selling by a Merchant to the Insured Person.

## Order

Purchase of one or more Insured Items from the same Merchant, paid together in the context of a single transaction.

## Merchant

Legal entity whose customary business is to engage in acts of commerce, by offering Insured Items for Distance Selling.

## Internet

Global IT network comprising a set of networks linked by a TCP-IP communication protocol which cooperate with the aim of offering a single interface to users.

## Faulty Delivery

Delivery is faulty when:

- the delivered item does not correspond to the Insured Item actually ordered by the Insured Person, and/or
- the Insured Item is defective, damaged or incomplete on delivery.

Faulty delivery must be ascertained within the time limit stipulated in the Merchant's general conditions of sale or, failing that, within seven calendar days from the date on which the item is received.

## Non-delivery

Non-delivery occurs when the Insured Item has not been delivered within 30 calendar days after all or some of the transaction has been recorded on the Insured Person's bank account.



## Order Tracking

Functionality offered by a Merchant enabling the Insured Person, after placing an Order, to track its progress until the time of delivery.

## Distance Selling

Sale of an Insured Item concluded, without the simultaneous physical presence of the parties, between an Insured and a Merchant who, in order to conclude the contract, exclusively use one or more remote communication technologies.

**A sale concluded on the Internet constitutes Distance Selling.**

**A sale concluded by means of an automatic vending machine does not constitute Distance Selling.**

## Scope of the cover

### **In the event of Faulty Delivery of an Insured Item:**

The purpose of this cover is to reimburse the Insured Person for:

- the cost of re-shipping the delivered item,
- the purchase price of the Insured Item,

if, after a claim has been submitted to the Merchant, the Merchant fails to duly deliver a replacement item or reimburse the cost.

### **In the event of non-delivery of an Insured Item:**

The purpose of this cover is to reimburse the Insured Person for the purchase price of the item if, after a claim has been submitted to the Merchant, the Merchant has not delivered the item or reimbursed the cost.

## Geographical scope

The cover applies wherever the Merchant has his registered office or place of business, provided that the delivery address for the Insured Items is in metropolitan a country of the European Union, Monaco, Andorra of French overseas territorial communities.

## Insurer's maximum payout

Compensation will not exceed **€1,500** per Claim and **€3,000** per calendar year.

A Deductible of **€30** will apply in respect of the Non-Delivery cover for compensation of Insured Items purchased online from Merchants who do not offer Order Tracking.

The amount of compensation is based on the purchase price of the Insured Item paid by the Insured Person and any re-shipping costs.

It is paid by bank transfer in euros, net of tax, into the Insured Person's bank account. If purchases are made in a foreign currency, account will be taken of the sum debited from the





Insured Person's account.

The Insured Person will be compensated within 15 days after the Insurer has received the supporting documents.

## Specific exclusions

### **In Addition To The Common Exclusions, The Following Are Also Excluded:**

- The Following Items:
  - Animals,
  - Motor Vehicles,
  - Cash, Shares, Bonds, Coupons, Securities, Papers And Any Other Valuables,
  - All Transport Tickets Except, In The Event Of Non-delivery, Transport Tickets On Which The Passenger's Name Is Stated In Writing,
  
  - Flowers And Plants, In The Event Of Faulty Delivery,
  - Jewellery And Items In Solid Precious Metals, Furs,
  - Digital Data And Computerised Items For Viewing Or Downloading Online (mp3 Files, Photographs, Software, Etc.),
  - Items Acquired On Swap Or Auction Sites And Second-hand Goods,
  - Items Acquired On Violent, Pornographic Or Discriminatory Sites That Seriously Prejudice Human Dignity And/or Decency,
  - Items That May Not Be Traded And/or Items Bought On Sites Prohibited By French Law.
- A Latent Defect In The Delivered Item Or Internal Damage Covered By The Manufacturer's Warranty,
- Acts Of Insurrection Or Confiscation By The Authorities.

## Insured person's obligations

For a Claim to be valid, except in the event of accidental occurrence or Force Majeure, as soon as he ascertains faulty delivery the Insured Person should immediately submit a complaint to the Merchant by registered letter with acknowledgment of receipt, using a model that the Insurer will have provided.

If the Insured Item is a transport ticket bearing the passenger's name, the Insured Person must submit the complaint before the date of travel.

If the Insured Item is delivered before the Insurer has paid compensation, the Insured Person will keep the item and abandon the claim.

If the Insured Item is delivered after the Insurer has paid compensation, the Insured Person may:

- either keep the item and return the compensation amount to the Insurer;
- or keep the compensation amount and send the Insurer the item, which automatically becomes its property, any shipping costs being reimbursed.

In all events, the Insured Person is required to inform the Insurer immediately of receipt of the item, failing which the cover is void.



# Practical information and dispute resolution assistance cover

## Manager of the cover

An independent specialist company manages this policy in order to guarantee the best conditions of service:

### **GROUPAMA PROTECTION JURIDIQUE**

Company governed by the Insurance Code

Company with fully-paid up capital of €1,550,000

Registered office : 45, rue de la Bienfaisance 75008 PARIS

RCS PARIS: B 321776775

## Geographical scope

The cover under this policy applies where the Dispute falls within the jurisdiction of the French courts or those of a European Union country.

## Special definitions

For the purposes of this document, the following terms have the following meanings:

### Insured Person

The Cardholder.

### Dispute

Any rejection of a claim originating with or directed at the Insured Person arising from events occurring during the covered period relating to fraudulent use of the Card or to purchase of an Insured Item.

### Claim Event

The occurrence of a Dispute under the cover.



## Third Party

Any individual or legal entity other than the Policyholder, the Insured Person and the Insurer.

## Benefit of the cover

**To seek benefit of the Legal and Practical Information and Dispute Resolution Assistance cover, the Insured Person should contact the Manager of the cover:  
Telephone: +33 (0)1 56 88 70 15**

## Legal and practical information cover

### Scope of the cover

**To prevent a Dispute**, the Insured Person can contact the Manager by telephone or by e-mail in order to obtain practical information and documentation in the following areas:

- bank card fraud,
- consumer law, including in particular the relevant legislation on Distance Selling, unfair terms, prices and advertising and more generally all provisions relating to the protection and information of consumers of goods and services.

The Manager undertakes to answer the Insured Person by telephone or e-mail within 24 working hours of receiving his request.

The Manager can also inform him of the first steps to take and provide him with form letters for his correspondence.

**No letter confirming the information requested will be sent to the Insured Person.**

### Specific exclusions

**In Addition To The Common Exclusions, The Following Are Also Excluded:**

- Help With Drafting Documents,
- The Assumption Of Costs Or Fees And Any Advance Of Funds,
- Any Information Relating To The Execution Of Orders Cover.

## Dispute resolution assistance cover

### Scope of the cover

**In the event of a Dispute** between the Insured Person and a Third Party, the Insurer will intervene



in the following areas:

- fraudulent use of the Insured Person's Card,
- purchase of a movable good or service by the Insured Person, paid for with the Card or any virtual card linked to it.

If an amicable solution can be envisaged, and after examining whether the Insured Person's request is well-founded, the Manager will contact the Third Party directly in order to seek a negotiated settlement of the Dispute in the Insured Person's interests.

The contact will be made by phone and may, if necessary, be followed by a letter or e-mail invoking the Third Party's liability. If that is the case, the Insured Person will be sent written confirmation together with a copy of the letter or e-mail sent to the Third Party.

When it is necessary to use the services of an officer of justice, expert or attorney, the Insurer will pay the corresponding fees and costs up to a limit of **€400 incl. tax per Dispute**.

## Free choice of attorney

When it is necessary to retain an attorney or other person qualified under the prevailing laws and regulations to defend, represent or serve the interests of the Insured, **the Insured is free to choose his representative**.

If the Insured Person does not know a suitable person, the Insurer may retain one on a written request from the Insured Person. With his attorney, the Insured Person controls proceedings. Freedom of choice is also exercised whenever a **conflict of interest** arises, meaning whenever it is impossible for the Insurer to independently manage a dispute, as between two Insured Persons, for example.

## Arbitration

If the Insurer and the Insured Person disagree on the steps to be taken to settle the Dispute:

1 – The Insured Person can submit the disagreement to a third person freely appointed by him, provided that:

- the person is authorised to give legal advice and is not in any way involved in any possible further proceedings in the matter,
- the Insurer is informed of the appointment.

**The Insurer will assume the fees of a third person freely appointed by the Insured Person up to a limit of €200 incl. tax.**

2 - Pursuant to Article L. 127-4 of the Insurance Code, the disagreement may be submitted to the appreciation of a third person **appointed by mutual consent** with the Insurer or, failing that, by the President of the District Court (*Tribunal de Grande Instance*) in summary proceedings.

The Insurer will bear any costs incurred in making use of this option unless the court to which the matter is referred rules otherwise.

If the Insured Person initiates proceedings at his or her own expense and obtains a more favourable outcome than the one proposed by the Insurer or the arbitrator, the Insurer will reimburse him or her any costs incurred in such proceedings, **within the limit of the cover**.

## Specific Exclusions

**In Addition To The Common Exclusions, The Following Are Also Excluded:**



- Any Dispute Relating To Non-payment Of Amounts Owed By The Insured Person, The Amount Or Payability Of Which Cannot Seriously Be Disputed Or Resulting From His Insolvency Or That Of A Third Party,
- Any Dispute With Customs,
- Any Dispute Relating To The Execution Of Orders Cover.

## Reporting A Claim

**Except in the event of unforeseeable accident or Force Majeure, any report of a Dispute must be submitted at the latest within twenty working days following the date at which the Insured Person became aware of it or the date at which a claim originating with or directed at the Insured Person is rejected, failing which the cover will be void, if it is established that the delay in making the report is detrimental to the Insurer, in accordance with Article L. 113-2 of the Insurance Code.**

On that occasion the Insured Person must provide the Manager with all information, documents or vouchers necessary to defend his interests or to establish the foundation or existence of the Dispute, including for example:

- the purchase invoice for the Insured Item,
- proof that the item was bought with the card,
- the Order form stating the references of the Order: date of the Order, Merchant's name and address, Insured Person's name and address, type and price of items ordered, shipping costs
- the general conditions of sale for the purchased item, stating the conditions for the delivery and return of goods
- correspondence with the Merchant and receipts for registered letters stating the type and price of the items to which the claim relates, the date on which the items were returned and a description, and the date on which the Merchant received the registered letter.

## Personal data protection

Under French data protection law, the Insured Person may ask to have sight of and rectify all information relating to him contained in computer files generated by the Manager for its own use.

NB:

**Telephone calls to Groupama Protection Juridique may be recorded for the sole purpose of improving the quality of the services provided.**

The Insured Person may have access to such recordings by submitting a written request to the headquarters of Groupama Protection Juridique (45, rue de la Bienfaisance - 75008 Paris), bearing in mind that the recordings will be kept for no more than two months.



## Complaints

An Insured Person with a complaint about the handling of his Dispute can write to **Groupama Protection Juridique / Service Qualité (45 rue de la Bienfaisance - 75008 PARIS)**, which will review the complaint and respond directly within 15 days at most.

If the response does not give satisfaction, Groupama Protection Juridique may, at the Insured Person's request, refer the complaint to the ombudsman (an independent person) who will issue an opinion within three months of such referral.

## Supervisory body

GROUPAMA PROTECTION JURIDIQUE is supervised by Autorité de contrôle prudentiel et de résolution, 4 Place de Budapest. CS 92459. 75436 PARIS CEDEX 09.

## 3 - Common provisions - Insurance part

### Common exclusions

#### **Except Where Otherwise Provided, The Following Are Excluded:**

- Civil Or Foreign War, Known Political Instability Or Popular Movement, Riot, Terrorist Act, Reprisals, Restrictions On The Free Movement Of People And Goods, Strikes If The Insured Person Takes An Active Part In Them, Disintegration Of An Atomic Core Or Any Ionising Radiation And Any Other Case Of Force Majeure,
- Intentional Or Malicious Acts By The Insured Person Or His Or Her Close Family (spouse, Ascendant, Descendant),
- Suicide Or Attempted Suicide By The Insured Person,
- Accidents Caused By The Insured Person's Use Of Drugs, Narcotics Or Tranquilisers Not Under Medical Prescription,
- Accidents As A Result Of Driving Under The Influence Of Alcohol, Determined By The Presence In The Blood Of A Pure Alcohol Level Equal To Or Higher Than The Level Set By The Prevailing Drink-driving Laws In France At The Time Of The Accident,
- The Consequences Of Incidents That Occur While Practising An Aerial Or High-risk Sport, Including In Particular Hang-gliding, Polo, Skeleton, Bobsleigh, Ice Hockey, Scuba Diving, Caving And Potholing, Bungee Jumping And Any Sport Requiring The Use Of A Motor Vehicle,
- Participation In Competitions Requiring A Licence,
- Involvement In Gambling, Fighting Or Brawling.

### Reporting Claims

Except where otherwise provided, the Insured Person is required to report all claims for compensation under this policy within **20 days** of their occurrence:



- by telephone: number on the back of your Card,
- by e-mail: [assurances@mastercardfrance.com](mailto:assurances@mastercardfrance.com)

In the event of failure to comply with this obligation, the Insurer may, under the French Insurance Code, reduce the compensation in proportion to the damage caused by such failure, unless the Insured Person can provide proof that he was unable to report the claim within the given time limit on account of an accidental occurrence or force majeure.

The Insured Person will be sent a questionnaire to be filled in and returned together with the supporting documents contained in a list included with the questionnaire. In all events, the Insured Person must furnish the following documents:

- certificate of validity of the Card,
- proof of payment by means of the Card,
- proof of qualification as Insured Person,
- bank account details,
- insurance policy covering the Insured Person for the same Claim or certificate from the Insured Person stating that he does not have any other insurance cover for this type of Claim,

and in general, all documents that the Insurer deems necessary in order to assess the merits of the claim for compensation.

After receiving the relevant supporting documents, the Insurer will pay compensation within fifteen days of the parties reaching agreement or the issuance of an enforceable court judgment.

Any non-disclosure or deliberate false declaration, omission or inaccuracy will be sanctioned, even if it has no effect on the claim, under the conditions set forth at Articles L. 113-8 and L. 113-9 of the Insurance Code.

## Burden of proof

It is for the insured person to prove the reality of the situation, bearing in mind that any claim not supported by sufficient evidence and information to prove the material nature of the facts may be rejected.

## Subrogation

Pursuant to Article L. 121-12 of the French Insurance Code, the insurer is subrogated up to the amount of the compensation paid or expenses borne in the insured person's rights and actions against any person responsible for the claim event.

# Part 2 - Assistance

The mere fact of holding the card is sufficient to ensure cover.



NB:

Please inform the assistance provider of any incident as soon as possible and in all events before incurring any expense.

For further information:

Call the phone number on the back of your card

## 1 - Common definitions - Assistance Part

For the purposes of this document, the following terms have the following meanings:

### Beneficiary

The following persons, travelling together or separately, whose condition or situation requires the intervention of the Assistance Company are deemed Beneficiaries:

- the holder of a valid MasterCard issued by a French issuer, including Monaco and French overseas territorial collectivities;
- his\* non-separated and non-divorced spouse or recognised partner or partner with whom he has concluded a currently valid Pacte Civil de Solidarité (Civil Solidarity Pact, PACS);
- their children and grandchildren under 25 years of age when they are fiscally dependent on at least one of their parents (for adopted children, the benefits apply from the date on which the adoption judgment is transcribed into the French civil register);
- their fiscally dependent ascendants.

\* In this document, use of the masculine gender includes use of the feminine gender.

### Place of Residence

The Place of Residence is the Beneficiary's tax domicile in a country of the European Union, Monaco, Andorra or French overseas territorial communities at the date of the assistance request.

### Country of Residence

The Country of Residence is the country where the Place of Residence is located.

### Family Member

A member of the Beneficiary's family ("Family Member") means the non-separated and non-divorced spouse, recognised partner or partner with whom he or she has concluded a currently valid PACS (Civil Solidarity Pact), children, grandchildren, brothers, sisters, father,





mother, parents-in-law and grandparents.

## Force Majeure

Any unforeseeable and irresistible event occurring without human agency such as to render performance of the contract absolutely impossible, as customarily recognised by the case law of the French courts, is deemed to have been caused by Force Majeure

## Primary Transport

Primary Transport means transport between the place of the claim event and the nearest medical centre or hospital and, where relevant, the return journey to the place of stay.

## Insurance Scheme

Insurance Scheme means the basic social security schemes and supplementary health insurance schemes on which the Beneficiary depends either principally or through another person

# 2 - Common provisions - Assistance part

## Purpose of the policy

Under the conditions set forth below, the purpose of the policy is to provide the Beneficiary during the first 90 days of travel, private or professional, with assistance if the following events (which must remain uncertain at the time of departure) should occur:

- bodily injury following illness or accident,
- death,
- hospitalisation or death of a Family Member,
- legal proceedings abroad,
- theft or loss of certain personal or professional effects abroad.

## Making a claim: how to benefit from assistance

In order to take advantage of the benefits provided under the policy, the Beneficiary must:



- contact or get someone else to contact the Assistance Company as soon as he is aware of an event likely to entail the provision of a benefit by telephone on the number on the back of the card,
- provide the vouchers the Assistance Company deems necessary to assess entitlement to benefits, failing which the Assistance Company will refuse to provide benefits and/or reinvoice any expenses already incurred;
- give the Assistance Company medical staff free access to medical information about him;
- ensure that all information provided is accurate;
- comply with the solutions recommended by the Assistance Company.

## Very important

The benefits described below are designed to be organised exclusively by the Assistance Company, which will settle the cost directly with the providers it commissions. Exceptionally, if the circumstances so require, The Assistance Company may authorise the Beneficiary to organise some or all of a benefit. In such case, expenses incurred with the express prior consent of the Assistance Company will be reimbursed on presentation of original vouchers up to the amount of the cost that the Assistance Company would have incurred if had provided the benefit itself.

Lack of medical facilities, difficulties of access and long intervention times make assistance particularly difficult in certain areas and should incite travellers to caution. Elderly travellers (aged 70 or over), travellers with young children (under 12) and travellers with chronic ailments or risk factors should not travel to areas where medical care cannot be provided while awaiting the intervention of the Assistance Company.

The Assistance Company cannot under any circumstances replace local emergency services.

## Conditions of application: geographical scope of benefits

Benefits will be provided outside the Beneficiary's Place of Residence:

- for the first 90 days of a private or professional trip,
- worldwide except in excluded countries. There are geographical restrictions on some benefits, mentioned in the description of the benefits concerned.



# 3 - Specific provisions – Assistance part

## Chapter I – Bodily injury following illness or accident

If the Beneficiary suffers an illness or accident, the Assistance Company's medical staff will:

- contact the local physician who has examined the Beneficiary,
- collect all necessary information from the local physician and, where relevant, from the Beneficiary's usual physician.

On the basis of this information, the Assistance Company's medical staff will decide, strictly according to the Beneficiary's medical interest and in compliance with the prevailing health regulations, either:

- to arrange for the Beneficiary to be transported to his Place of Residence or to an appropriate hospital close to his Place of Residence, or
- to hospitalise the Beneficiary locally in a nearby healthcare centre before envisaging a return to a facility close to his Place of Residence.

The Assistance Company's medical staff may take steps to find a bed in a medically suitable facility.

The information from local physicians or the Beneficiary's usual physician, which may be vital, helps the Assistance Company's medical staff to take the most appropriate decision.

In that respect, it is expressly agreed that the final decision, to be taken in the Beneficiary's medical interest, lies in the last resort solely with the Assistance Company's medical staff.

If the Beneficiary refuses to abide by the decision considered by the Assistance Company's medical staff to be the most appropriate, he expressly relieves the Assistance Company of all responsibility, including if he returns by his own means or his medical condition worsens.

## Transfer and/or repatriation of the beneficiary

The Assistance Company will organise and assume the cost of transporting the Beneficiary if his medical condition leads his physicians, under the conditions set forth above, to take such a decision.

The Beneficiary will be transported by all appropriate means (taxi, light medical vehicle, ambulance, train in first class, scheduled flight in economy class, air ambulance, etc.), if necessary under medical supervision.

The only factors taken into consideration when choosing the means of transport are the Beneficiary's medical interest and compliance with the prevailing health regulations.

This benefit is never provided for benign disorders or lesions that can be treated locally and do not prevent the Beneficiary from continuing his trip or stay.



## Repatriation of an accompanying beneficiary

Where a Beneficiary is transported under the conditions set forth in the preceding paragraph "Transfer and/or repatriation of a Beneficiary", the Assistance Company will organise and assume the cost of transporting another Beneficiary travelling with him to the Beneficiary's place of hospitalisation or Place of Residence by all appropriate means (taxi, light medical vehicle, ambulance, train in first class, scheduled flight in economy class, air ambulance, etc.).

This benefit is restricted to a single person. However, if the transported Beneficiary is accompanied by more than one Beneficiary, the Assistance Company may organise the transport, together or separately, of the other Beneficiaries, without assuming the cost thereof.

## Accompaniment of children under 15

Where a Beneficiary falls ill or is injured while travelling and finds it impossible to look after his accompanying children under the age of 15, the Assistance Company, after consulting the local physicians and/or his own physicians, will organise and assume the cost of a return journey (from the Place of Residence) by train in first class or on a scheduled flight in economy class for a person chosen by the Beneficiary or the Beneficiary's family to accompany the children during their return to their Place of Residence.

The Assistance Company may also commission a hostess to accompany the children back to their Place of Residence.

Accommodation, meals and refreshments for the person chosen by the Beneficiary or the Beneficiary's family to bring back the children are at the Beneficiary's expense, as are the children's tickets.

## Visit of a close relative in the event of hospitalization

If the Beneficiary is travelling alone or if the family members accompanying him are unable to visit him in hospital when he is hospitalised in the place where he suffered his illness or accident and the Assistance Company's medical staff recommend that he should not be moved for at least 10 days (if the Beneficiary is a child under 15 or if the Beneficiary is deemed by the Assistance Company's medical staff to be suffering from a life-threatening condition there is no limit on the length of stay in hospital), the Assistance Company will organise and assume the cost of:

- a return trip (from the Place of Residence) by train in first class or on a scheduled flight in economy class for a person chosen by the Beneficiary or the Beneficiary's family to visit the Beneficiary in hospital;
- the person's stay in a hotel (room and breakfast only) in the place of hospitalisation, for as long as the Beneficiary is in hospital, up to a maximum of **€500** incl. tax per night for 10 nights. If the hospitalised Beneficiary can still not be moved after that deadline, the Assistance Company will assume the cost of an extended stay up to **€1,500**.

**This benefit is not cumulative with the "Repatriation of an accompanying Beneficiary" benefit.**



## Dispatch of a replacement colleague abroad

If the Beneficiary's professional assignment abroad is interrupted following medical repatriation organised by the Assistance Company or hospitalisation for more than 10 days, the Assistance Company will organise and assume the cost of transporting (by air in economy class or train in first class) a replacement colleague residing in a country of European Union and designated by the employer (only if the assignment is for longer than three days).

## Medical expenses abroad (excluding France and the country of residence)

This benefit applies only to Beneficiaries affiliated to an Insurance Scheme.

Where medical costs have been incurred with its prior consent, the Assistance Company will reimburse the Beneficiary for the portion of such costs not assumed by Insurance Schemes.

The Assistance Company intervenes only after the above-mentioned Insurance Schemes have made their reimbursements, applying an **across-the-board deductible of €75 per case**, subject to provision of the original proofs of reimbursement issued by the Beneficiary's Insurance Scheme.

Such reimbursement covers the costs defined above, provided they relate to treatment received by a Beneficiary outside France and his Country of Residence following an illness or accident occurring outside his Country of Residence.

In such case, the Assistance Company will reimburse the amount of costs incurred up to a maximum of **€450,000** incl. tax per Beneficiary per event per year.

If the Insurance Scheme to which the Beneficiary is affiliated does not assume the medical costs, the Assistance Company will reimburse the costs incurred up to the limit of the amount stated above, subject to provision by the Beneficiary of the original invoices for medical costs and a certificate of non-coverage issued by the Insurance Scheme.

The benefit shall cease on the day when the Assistance Company is able to repatriate the Beneficiary.

Type of costs giving entitlement to reimbursement (subject to prior consent):

- medical fees,
- cost of drugs prescribed by a physician or surgeon,
- cost of an ambulance prescribed by a physician for transport to the nearest hospital, only if the Insurance Schemes refuse to assume it,
- hospitalisation costs provided that the Beneficiary is deemed non-transportable by a decision of the Assistance Company's medical staff taken after receiving information from the local physician (hospitalisation costs incurred as of the day on which the Assistance Company is able to repatriate the Beneficiary are not covered),
- cost of emergency dental treatment (up to a maximum of **€300** incl. tax per event, with no deductible).



## Extension of the benefit: advance of hospitalization costs abroad (excluding France and the country of residence)

Within the limit of the amounts of cover referred to above, the Assistance Company may advance hospitalisation costs incurred by the Beneficiary outside France and his Country of Residence under the following cumulative conditions:

- after obtaining information from the local physician, the Assistance Company's medical staff must deem it impossible for the Beneficiary to be immediately repatriated to his Country of Residence;
- the treatment to which the advance applies must be prescribed with the agreement of the Assistance Company's medical staff;
- the Beneficiary or any person authorised by him must formally undertake, by signing a specific document provided by the Assistance Company when the benefit is provided:
  - to take steps to have Insurance Schemes assume the costs within 15 days of the date on which the Assistance Company sends the necessary information for such steps;
  - to repay the Assistance Company amounts received in that respect from Insurance Schemes within a week following receipt thereof.

Within the limit of the amount of cover for the "Medical costs in another country" benefit, the Assistance Company will assume only the costs not assumed by Insurance Schemes. The Beneficiary must provide The Assistance Company with the certificate of non-coverage issued by the Insurance Schemes within a week following receipt thereof.

**Beneficiaries who fail to take steps to get Insurance Schemes to assume the costs within the specified time or fail to provide the Assistance Company with the certificate of non-coverage issued by the Insurance Schemes within the specified time may not under any circumstances claim the "Medical expenses abroad" benefit and must repay all hospitalisation costs advanced by the Assistance Company, which will where appropriate take all relevant steps to recover such costs at the Beneficiary's expense.**

## Replacement driver

If a Beneficiary falls ill or is injured during a trip to one of the countries listed below and is no longer able to drive his vehicle, and if no passenger is able to replace him, the Assistance Company will provide the Beneficiary with a driver to return the vehicle to his Place of Residence by the most direct route.

The Assistance Company will assume the cost of the driver's travel and wages. The Beneficiary remains liable for fuel and toll costs and the hotel and restaurant costs of any passengers.

The driver is required to comply with labour law. In particular, in accordance with the prevailing French regulations, he must stop for 45 minutes after four-and-a-half hours at the wheel and must not drive for more than nine hours in any one day.

If the Beneficiary's vehicle is more than eight years old and/or has more than 150,000 km on the odometer, or if its condition and/or load does not comply with the standards defined by the French highway code, the Beneficiary must inform the Assistance Company of the fact, in which case the Assistance Company reserves the right not to send a driver.

In such case, and instead of providing a driver, the Assistance Company will provide and assume the cost of a first-class train ticket or economy class air ticket to go and collect the vehicle.

This benefit applies only in the following countries: France (including Monaco and Andorra but excluding overseas territorial collectivities), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland and Iceland.



## Transmission of urgent messages from abroad

When the Beneficiary is travelling outside his Country of Residence, the Assistance Company can arrange for the transmission of urgent messages to his employer or a Family Member if the Beneficiary is not in a position to transmit them himself.

## Chapter II – Death

### Repatriation of the body

If a Beneficiary dies while travelling, the Assistance Company will organise and assume the cost of repatriating the body.

If the funeral takes place in the Beneficiary's Country of Residence, The Assistance Company will assume:

- the cost of transporting the body to the place of the funeral close to the Place of Residence,
- costs in connection with preserving the body imposed by the prevailing legislation,
- direct costs incurred in transporting the body (handling, specific transport arrangements, packaging).

All other costs are borne by the Beneficiary's family.

If the funeral takes place outside the Beneficiary's Country of Residence, the Assistance Company will organise repatriation of the body to the international airport nearest the place of the funeral and will assume expenses up to the amount that would have been incurred in order to repatriate the body to the Beneficiary's Place of Residence.

### Repatriation of an accompanying beneficiary

Where a Beneficiary's body is transported under the conditions set forth above, the Assistance Company will organise and assume the cost of transporting an accompanying Beneficiary by all appropriate means (taxi, light medical vehicle, ambulance, train in first class, scheduled flight in economy class) to the place of the funeral close to the Place of Residence in the Country of Residence or, if the funeral takes place outside the Country of Residence, to the international airport nearest the place of the funeral. In the latter case, expenses will be assumed up to the amount that would have been incurred in order to transport the accompanying Beneficiary to the Beneficiary's Place of Residence.

The benefit described above is limited to one person. However, if the deceased Beneficiary was accompanied by more than one Beneficiary, the Assistance Company can organise the transport, together or separately, of the other Beneficiaries, though it will not assume the cost.



## Chapter III – Hospitalization or death of a family member

### Early return in the event of hospitalization of a family member

If a Beneficiary, while travelling, learns that a Family Member residing in the same country as him has been hospitalised unexpectedly for more than 24 consecutive hours, the Assistance Company will organise and assume the cost of his return so that he can visit the Family Member in hospital. The benefit is limited to one Beneficiary per card. The Assistance Company will assume the cost of a return journey for the Beneficiary by train in first class or on a scheduled flight in economy class.

The Assistance Company reserves the right to ask for a certificate of hospitalisation for the Beneficiary's Family Member and/or a certificate of inheritance.

### Early return in the event of death of a family member

If a Beneficiary, while travelling, learns that a Family Member residing in the same country as him has died, the Assistance Company will organise and assume the cost of his return so that he can attend the funeral near the Beneficiary's Place of Residence.

The benefit is limited for each card:

- either to the cost of the return journey for a Beneficiary,
- or the cost of a single journey for two Beneficiaries travelling together,

by train in first class or on a scheduled flight in economy class.

The Assistance Company reserves the right to ask for a certificate of death of the Beneficiary's Family Member and/or a certificate of inheritance.

## Chapter IV – Legal proceedings abroad

### Legal assistance abroad

If legal proceedings are brought against the Beneficiary following an unintentional breach of local law outside his Country of Residence and in his capacity as a private citizen:





- on presentation of a security deposit or IOU, the Assistance Company will advance the amount of any bail or security required by the local judicial authorities up to **€15,500**. If in the meantime the country's authorities repay the bail or security to the Beneficiary, he must immediately return it to the Assistance Company. The Assistance Company will not intervene for bail required following a road accident caused directly or indirectly by a breach of the local highway code, driving under the influence of alcohol or deliberate fault;
- The Assistance Company will contribute up to **€15,000** incl. tax of legal fees and advance up to **€30,000** incl. tax on presentation of a security deposit or IOU.

#### **Repayment:**

The Beneficiary undertakes to repay the amounts advanced within two months of the date on which the invoice is sent.

After the two-month deadline has elapsed, the Assistance Company reserves the right to initiate all relevant collection procedures.

## Chapter V – Theft or loss of certain personal items abroad

### Dispatch of medicines abroad

Where the Beneficiary, travelling outside his Country of Residence, is deprived through loss or theft of medicines essential for his health, the Assistance Company will arrange to obtain and dispatch them, if they or equivalent medicines advised by the Assistance Company's medical staff are unavailable locally (provided that the Beneficiary supplies the contact details of his usual physician).

The Assistance Company will arrange for the medicines to be dispatched by the quickest means possible, subject to local and French legal requirements, and will reinvoice the Beneficiary for customs charges and the price of the medicines.

### Dispatch of glasses or hearing aids abroad

If the Beneficiary is unable to obtain the glasses, contact lenses or hearing aids he usually wears following the theft or loss of such items while travelling outside his Country of Residence, the Assistance Company will arrange to have them sent to him by the most appropriate means.

The request, submitted by the Beneficiary, must be sent by fax, email or registered mail and give full and precise details of the glasses (type of lens, frames), contact lenses or hearing aids.

The Assistance Company will contact the Beneficiary's usual optician or hearing-aid technician in order to obtain a prescription. The Beneficiary will be informed of the price of making new glasses, contact lenses or hearing aids and asked to give his written consent and an undertaking to pay the corresponding invoice before they are dispatched.

If he fails to do so, the Assistance Company cannot be required to provide the benefit.

The Assistance Company will assume the cost of dispatching the new glasses, contact lenses or hearing aids by the quickest means, subject to local and French legal requirements, and will reinvoice the Beneficiary for customs charges and the price of making the items.

The Assistance Company declines all responsibility if, for reasons beyond its control (manufacturing lead times or any other case of Force Majeure), the glasses, contact lenses or



hearing aids do not arrive at the scheduled date.

## Shipment of professional files and/or items abroad

If a Beneficiary travelling outside his Country of Residence loses professional files and/or items or has them stolen, the Assistance Company undertakes to obtain copies of such files and/or replacement items from the designated person in order to ship them to the Beneficiary. The Assistance Company declines all responsibility as to the nature and content of the transported documents.

Transport costs, customs charges and other shipping costs are payable by the employer or the Beneficiary, who should advise the Assistance Company of any export formalities to be accomplished. The total weight of the documents and/or items to be shipped may not under any circumstances exceed 5 kg, packaging included.

Shipments organised by the Assistance Company are subject to French and foreign customs regulations. the Assistance Company declines all responsibility if, for reasons beyond its control (strike, war or some other case of Force Majeure), the files do not arrive at the scheduled date.

## 2 – Common dispositions - Assistance part

### Exclusions

1. No Assistance Benefit Will Be Provided:

1-a. In Countries:

- Involved In A Civil Or Foreign War,
- In A Generally Acknowledged State Of Political Instability,
- Suffering From Popular Movements, Riots, Terrorist Acts, Reprisals Or Restrictions On The Free Movement Of Persons And Goods;



- This Policy Will Not Cover Any Loss, Injury, Damage Or Legal Liability Arising Directly Or Indirectly From Planned Or Actual Travel In, To, Or Through Iran, Syria, Sudan, Cuba, North Korea Or The Crimea Region.

1-b. In The Event Of A Journey:

- Undertaken For The Purposes Of Medical Diagnosis And/or Treatment,
- Connected With Military Or Police Activities;

1-c. For Requests Following Bodily Injury Or Death Resulting From:

- A Deliberate Or Malicious Act By The Beneficiary Or A Close Relative (spouse, Partner, Ascendant Or Descendant) And The Consequences Thereof, As Set Forth At Article L. 113-1 Of The Insurance Code,
- The Disintegration Of An Atomic Nucleus,
- The Use Of Weapons Or Firearms,
- The Practice Of An Aerial Or High-risk Sport, Including Hang-gliding, Polo, Skeleton, Bobsleigh, Ice Hockey, Scuba Diving, Caving And Potholing, Bungee Jumping And Any Other Sport Requiring The Use Of A Motorised Vehicle,
- Participation In Competitions Requiring A Licence,
- Strikes Or Lock-outs,
- Involvement In Gambling, Fighting Or Brawling,
- Non-urgent Pathological Conditions,
- Surgical Operations, Pathological Conditions Present Prior To The Date Of Departure And Any Relapses And/or Complications And Illnesses Under Treatment Not Consolidated Before The Journey (proof Of The Date Of Departure May Be Requested),
- Incidents And Complications Relating To A Pregnancy Where The Beneficiary Was Aware Before The Departure Date Of A Higher-than-normal Probability Of Their Occurrence,
- Pregnancy Or Childbirth After The First Day Of The 7th Month,
- Prematurity,
- Abortion Or Medically Assisted Procreation And Their Complications,
- Mental, Psychiatric Or Nervous Disorders (including Depression),
- Use By The Beneficiary Of Medicines, Drugs, Narcotics, Tranquilisers And/or Similar Products Not Under Medical Prescription,
- An Alcoholic State Determined By The Presence In The Blood Of A Pure Alcohol Level Equal To Or Higher Than The Level Set By The Prevailing Drink-driving Laws In France At The Time Of The Accident,
- Suicide Or Attempted Suicide.

2. The Following Are Never Covered:

- Costs Not Expressly Mentioned In The Policy,
- Costs Not Supported By Original Documents,
- The Costs Of Ophthalmological Consultation Or Surgery Unless They Are A Direct Consequence Of A Covered Event,
- The Costs Of Glasses Or Contact Lenses And Optical Expenses In General,
- The Costs Of Medical Devices, Ortheses And Protheses,
- The Costs Of Any Kind Of Health Cure,
- Treatment Of A Cosmetic Nature,
- The Costs Of Convalescence, Medical Rehabilitation Or Detoxification,
- The Costs Of Rehabilitation, Physiotherapy Or Chiropractic,
- The Costs Of Vaccines And Vaccination,
- The Costs Of Health Check-ups And Medical Treatment Ordered In France Or In The Country Of Residence,
- The Costs Of Medical Or Paramedical Services And The Purchase Of Products Whose Therapeutic Value Is Not Recognised By French Law,
- The Cost Of A Final Coffin,
- Restaurant Expenses,
- The Cost Of Excess Baggage In The Event Of Repatriation By Scheduled Flight,
- Customs Charges,



- The Cost Of Cancelling Or Interrupting A Trip,
- Search And Rescue Costs (mountain, Sea, Desert Or Any Other Inhospitable Place),
- First Aid And Primary Transport Costs.

## Exceptional circumstances

The Assistance Company will use all available means to provide assistance. However, the Assistance Company cannot be held responsible if such means are unavailable or non-existent in the geographical area for which the assistance request is made.

The Assistance Company does not guarantee performance of the services and may not be held liable in cases of Force Majeure as customarily recognised by the case law of the French courts.

## Recovery of tickets

When transport is organised and paid for, the Beneficiary undertakes:

- either to let the Assistance Company use the ticket he already has for his return,
- or to pay the Assistance Company any amounts he may obtain in reimbursement from the issuer of the ticket.

## Subrogation

In accordance with Article L. 121-12 of the Insurance Code, the Assistance Company is subrogated up to the amount of the sums it pays in the Beneficiary's rights and actions against any person responsible for the claim.

# Part 3 - Common provisions - Assurance & assistance

## Provision of information

The Policyholder undertakes to provide the Cardholder with this notice when the Card is subscribed.

If any terms of the policy are amended, the Policyholder will inform Cardholders thereof by any means at its convenience at least three months before the amendments take effect.



## Aggregation of benefits

Under Article L. 121-4 of the French Insurance Code, whoever is insured with several insurers under several policies for a same interest against a same risk must immediately inform each insurer of the other insurers. On doing so, the Insured Person must state the name of the insurer with which another policy has been taken out and the amount insured.

## Limitation period

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.

## Governing law

This policy is governed by French law. If there is any difference of legislation between the French Penal Code and prevailing local criminal law, it is agreed that the French Penal Code will prevail, whatever the country in which the claim event occurs.



## Control agency of the insurer

AIG Europe SA, insurance company, registered in Luxembourg (RCS No. B 218806) whose registered office is at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg. AIG Europe SA is approved by the Luxembourg Ministry of Finance and controlled by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD of Luxembourg, Tel.: (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu). Read, <http://www.caa.lu/>.

The annual report on the solvency and financial situation of AIG Europe SA is available on the website <http://www.aig.lu/>.

Branch for France Tour CB21 - 16 Place de l'Iris 92400 Courbevoie - RCS Nanterre 838 136 463. The marketing of insurance contracts in France by the French branch of AIG Europe SA is subject to the applicable French regulations, under the control of the Prudential Control and Resolution Authority, 4 place de Budapest, CS 92459, 75436 Paris Cedex 09. <https://acpr.banque-france.fr/>.

## Complaint – mediator

In the event of dissatisfaction with the conclusion or execution of this contract, the Insured may contact the Insurer by contacting his usual contact or "customer service" to:

### **AIG Europe SA**

Customer service

CB21 Tower - 16 Place de l'Iris

92040 Paris Defense Cedex.

The application must indicate the number of the contract and specify its purpose. The Insurer undertakes to respond within two (2) months from receipt of this request, in accordance with recommendation 2016-R-02 of the French Prudential Supervisory Authority (ACPR), except in special circumstances of which the Insured will be informed. The Insurer's customer satisfaction policy is available on its website at the following address: <http://www.aig.com>. After the exhaustion of internal remedies and if the disagreement persists after the response given by the Insurer, the data subject may, without prejudice to his rights to bring legal proceedings, seize:

### **Insurance Mediation**

TSA 50110

75441 Paris Cedex 09

or by internet on the website <http://www.mediation-assurance.org> or by mail at: [e.mediateur@mediation-assurance.org](mailto:e.mediateur@mediation-assurance.org).

The Insured who has joined via the internet, also has the possibility of using the platform of the



European Commission (ODR) for the resolution of the disputes, by using the following link:  
<http://ec.europa.eu/consumers/odr/>.

## Personal data protection

The Insurer undertakes to protect the personal data of its customers, policyholders and partners. The personal data collected by the Insurer are collected for the purposes of allowing (automatically or not) the subscription and management of contracts and claims or the provision of other services. The Insurer may also use personal data collected as part of crime prevention (in particular in the fight against fraud and money laundering). The Insurer may disclose personal data to companies in its group, service providers and other third parties for the same purposes. Personal data may be transferred abroad, including to countries that are not part of the European Economic Area. These transfers are governed by appropriate guarantees, including contractual ones, in accordance with the applicable European regulations. Data subjects have certain rights in relation to their personal data and in particular the rights of access, rectification, limitation to use, opposition, deletion or portability. Moreover, in the context of assistance services, in order to control the quality of the services rendered and to provide the said services, telephone conversations between the Insureds and the services of the Assistor, acting on behalf of the Insurer, may be recorded. The personal data that will be collected during this call are essential for the implementation of assistance services. Additional information on the use of personal data by the Insurer and on the rights of data subjects is available at <http://www.aigassurance.fr/protection-des-donnees-personnelles>. Anyone concerned may exercise their rights by writing to: AIG Compliance Service, Tour CB21-16 Place de l'Iris - 92040 Paris La Defense Cedex or by e-mail to [donneespersonnelles@aig.com](mailto:donneespersonnelles@aig.com). A copy of the Insurer's Personal Data Protection Policy may be obtained by writing as described above.

## Penalty clause

This policy will not cover any loss, injury, damage or legal liability sustained directly or indirectly by any individual or entity identified on any applicable government watch lists as a supporter of terrorism, narcotics or human trafficking, piracy, proliferation of weapons of mass destruction, organized crime, malicious cyber activity, or human rights abuses.



## Termination of the group contract

The termination of the Contract N ° 4 904 397/001 by the Insurer or the Subscriber for whatever cause is opposable to the Insureds and the Beneficiaries and puts an end to all the guarantees.

Notwithstanding the foregoing, the Insurer undertakes :

- to manage and guarantee all claims under Part 2 "Assistance" that occurred before the effective date of termination of Contract No. 4 904 397/001.
- to maintain the guarantees for all the claims under Part 1 "Insurance", regardless of their date of occurrence, provided that the travel and / or rental of the vehicle were paid before the date of effective termination of Contract No. 4 904 397/001 with the MasterCard issued by the Subscriber.

