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## CLUB MED - ASSISTANCE INFORMATION DOCUMENT ON BEHALF OF GMs

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This Assistance information document forms the General Terms and Conditions agreed between EUROP ASSISTANCE, a company governed by the French Insurance Code, and CLUB MED on behalf of its customers. It details the contents and limits to the service EUROP ASSISTANCE will provide CLUB MED Insured customers.

The Assistance is provided by EUROP ASSISTANCE, a Joint Stock company with an equity capital of € 46,926,941, registered with the Nanterre Company register under the number 451 366 405, a company governed by the French Insurance Code of which the registered office is located at 1 Promenade de la Bonnette - 92230 GENNEVILLIERS. All registrations with CLUB MED®, either directly or via a travel agent, result in the G.M® benefiting from the EUROP ASSISTANCE services covering personal assistance.

### ARTICLE 1. DEFINITIONS

In this Information document, the following words, whether in singular or plural form, if their first letter is a capital letter, have the following definition:

- **Accident:** means any physical injury resulting from the sudden action of an unforeseeable external cause that is outside the control of the Insured party, resulting in it being impossible for them to travel by their own means.
- **Insured party:** any natural person who has purchased a Stay from the Subscriber.
- **Medical authority:** means any person that has a valid medical or surgical diploma in the country in which the Beneficiary is located.
- **Beneficiary:** refers to the Insured party as well as any person staying with the Insured party as part of the Stay purchased from the Subscriber.
- **Mortuary:** means the facilities existing in healthcare establishments or airports to store the body of the deceased.
- **Contract:** means the Assistance contract subscribed by CLUB MED, on behalf of its customer ,with EUROP ASSISTANCE.
- **Residence or Home:** The Beneficiary's main and usual place of residence, declared as such on their income tax returns.
- **Foreign country:** means any country outside the Beneficiary's Country of origin.
- **Triggering event:** means the occurrence of an event during the covered period that triggers Assistance services as defined in the Information Notice.
- **Hospitalisation or Admission to hospital:** means any admission of an Insured party or Beneficiary to a hospital centre (hospital or clinic) proven by a hospital admissions

form prescribed by a medical doctor, consecutive to an illness or accident, and requiring at least one night in the establishment.

- **Illness:** means a pathological condition diagnosed by a Medical authority that strictly prevents leaving the Home and requiring medical care and the complete halt to all professional activity.
- **Country of origin of the Beneficiary:** means the country in which the Beneficiary's Residence is located.
- **Family member:** means the spouse, partner or civil partner living under the same roof as the Beneficiary, a child, a brother or sister, the father, mother, one of the parents-in-law (namely the parents of the Beneficiary's spouse), one of the grandchildren or one of the grandparents.
- **Assistance services:** means the assistance services described in the Information document under the terms and conditions and limits contained therein.
- **Stay:** travel by the Insured party and booked by them from the Subscriber, of which the dates, destination and cost feature on the trip registration form. The duration of the stay in a Foreign country cannot exceed 90 consecutive days.

## ARTICLE 2. RULES TO FOLLOW FOR ASSISTANCE

To allow EUROP ASSISTANCE to take action, following actions are required:

➤ To contact EUROP ASSISTANCE without delay:

Phone: - from France: 01.41.85.84.86

- from a Foreign country: +33.1.41.85.84.86

Fax: - from France: 01.41.85.85.71

- from a Foreign country: +33.1.41.85.85.71

- To obtain prior approval from EUROP Assistance before taking any initiatives or committing to any expenditure,
- To provide all the elements relating to the subscribed contract,
- To comply with the solutions recommended by EUROP ASSISTANCE,
- To provide all supporting documents for the expenditure for which a refund is claimed.

In cases of false declarations, EUROP ASSISTANCE reserves the right to take all measures relating to its obligations under ongoing contracts and, where applicable, to refuse the refund or to proceed to bill the costs it has incurred.

### **ARTICLE 3. GEOGRAPHICAL COVER**

The insurance covers the countries included in the booked trip **except for countries listed in the International Sanctions clause below.**

#### **3.1. INTERNATIONAL SANCTIONS**

EUROP ASSISTANCE will provide no cover, will not pay for services and will not provide any services described in this document if doing so may expose it to sanctions, prohibitions or to international restrictions as defined by the United Nations Organisation, the European Union or the United States of America. Further information available on <https://www.europ-assistance.com/fr/nous-connaitre/informations-reglementaires-internationale>

As such, and combined with any other territorial exclusions defined in this document, the services are not provided in the following countries and territories: **North Korea, Syria, Crimea, Iran and Venezuela.**

For persons from the United States travelling to Cuba, the provision of assistance services or payment of services is subject to proof that the trip to Cuba complies with United States legislation. American persons are considered to include all persons, regardless of their location, who are American citizens or who usually reside in the United States (including green card holders) as well as any equity company, firm, non-profit or other organisation, whether they are formed or carry out activities there, which are held or controlled by such persons.

### **ARTICLE 4. COVER DURATION**

The personal Assistance services come into effect on the Stay departure date and expire on the planned return date, with a maximum duration of 90 days.

The advisory Assistance services come into effect on the day the Contract is subscribed so that Beneficiaries can benefit from them before their departure date.

The validity of the Information document is subject to the validity of the Contract agreed between EUROP ASSISTANCE and CLUB MED.

### **ARTICLE 5. TRANSPORT TICKETS**

When transport is organised and paid for under the terms of this Information document, the Beneficiary undertakes to reserve the right to use the transport tickets they hold for use by EUROP ASSISTANCE. Similarly, they undertake to give EUROP ASSISTANCE the sums of which they obtain the refund from the ticket issuing organisation.

## ARTICLE 6. ASSISTANCE SERVICES

COVER	AMOUNT INCLUDING VAT* per Beneficiary
<input checked="" type="checkbox"/> EUROP ASSISTANCE ASSISTANCE	
<b>PERSONAL ASSISTANCE</b>	
Medical transport	Actual costs
Return of accompanying persons	Return transport tickets for family members or 1 insured accompanying person (GM)
Hospitalisation Presence	Round trip transport ticket for a Beneficiary's Family member  Hotel costs €80 per night / 10 nights maximum
Accommodation of an accompanying person	Hotel costs € 80 per night and € 150 including tax for Family members / 10 nights maximum
Connection costs	€ 75
Extended hotel stay costs	Hotel costs € 80 per night and € 150 including tax for a family / 10 nights maximum
Accompaniment of children	Round trip transport ticket
Early return in the case of the Admission to hospital of death of a Family member	Return transport ticket Beneficiary + 2 insured persons
Early return in the event of an incident at the Residence	Return transport ticket
<b>MEDICAL COSTS</b>	
Refund of medical costs incurred in a foreign country	Up to € 75,000

Dental cost limit	€ 160
Advance on hospitalisation costs	€ 75,000
<b>In all cases, excess of € 50 per Beneficiary and per event</b>	
<b>ASSISTANCE IN THE EVENT OF DEATH</b>	
Transport in the event of death	Actual costs
Cask costs limited to	€ 1,500
Mortuary costs	€ 750 maximum
<b>TRAVEL ASSISTANCE</b>	
Forwarding of medication	Forwarding costs
Advance of criminal bail in a foreign country	€ 15,000
Coverage of legal representation fees in a Foreign country	€ 3,000
Forwarding of urgent messages	
Travel information	

\* rate as defined by applicable legislation

## **6.1. PERSONAL ASSISTANCE**

### **6.1.1 Transport**

A Beneficiary falls ill or is injured during a Stay in one of the countries covered by this Information document: the EUROP ASSISTANCE doctors contact the local doctor who saw the Beneficiary following the Illness or Accident.

EUROP ASSISTANCE doctors collect all the information needed to make the decision in the medical interests of the Beneficiary from the local doctor and eventually from the usual general practitioner.

The collected information, after a decision by the EUROP ASSISTANCE doctors, makes it possible, exclusively according to medical requirements, to initiate and organise either the return of the Beneficiary to their Home, or their transport, where applicable under medical supervision, to a suitable hospital establishment close to their Home by light medical vehicle, ambulance, sleeper train, train in 1<sup>st</sup> class (sleeper or seat), commercial aircraft or medical aircraft.

In some cases, the safety of the Beneficiary may require initial transport to a healthcare centre close by before considering a return to a structure near their Home.

The EUROP ASSISTANCE Medical Department can book a place in the department where the Admission to hospital has been planned.

Only the Beneficiary's medical interests and compliance with applicable health regulations are considered when deciding on transport, the choice of means of transport, and the choice of the eventual location for Hospitalisation.

The information provided by local doctors or the usual general practitioner and which may be essential, helps EUROP ASSISTANCE to make the most appropriate decision.

In this context, it is explicitly agreed that the final decision made in the medical interest of the Beneficiary, will be made by the EUROP ASSISTANCE doctors in order to avoid any conflict of medical authority.

Furthermore, if the Beneficiary refuses to accept the decision considered by the EUROP ASSISTANCE doctors to be the best, they explicitly release EUROP ASSISTANCE from any liability, in particular if they return by their own means or if their medical condition worsens.

### **6.1.2 Return of accompanying persons**

In the event of the repatriation of a Beneficiary by us, EUROP ASSISTANCE will organise and pay for the transport of the Beneficiary's Family members or of an accompanying person travelling with the Beneficiary either by train in 1<sup>st</sup> class or by plane in economy class.

This transport will either be with the Beneficiary or separately.

### **6.1.3 Early return**

#### **6.1.3.1 Early return in the case of the Admission to hospital of a Family member**

During their Stay, the Beneficiary is informed

of the serious and unforeseen Admission to hospital of a Family member. In order for the Beneficiary to be able to travel to the bedside of the person admitted to hospital in their Country of origin, EUROP ASSISTANCE will organise and pay for the return trip for the Beneficiary to their Country of origin as well as for 2 insured persons travelling with the Beneficiary, either by train in 1<sup>st</sup> class or by plane in economy class.

In the event of a failure to send documentary proof (admission documents from the hospital, proof of family relationship) within 30 days maximum, EUROP ASSISTANCE reserves the right to invoice the full service costs.

#### **6.1.3.2. Early return in the event of the death of a Family member**

During their Stay, a Beneficiary is informed of the death of a Family member in their Country of origin.

In order for the Beneficiary to be able to attend the funeral of the deceased in their Country of origin, EUROP ASSISTANCE will organise and pay for the return trip to the Beneficiary's Country of origin for the Beneficiary and for 2 insured persons travelling with them, either by train in 1<sup>st</sup> class or by plane in economy class, subject to the Beneficiary sending elements proving their family relationship.

In the event of a failure to send documentary proof (death certificate, proof of family relationship) within 30 days, EUROP ASSISTANCE reserves the right to invoice the Beneficiary the full service costs.

**This service is provided when the funeral date is before the Beneficiary's initially scheduled return date.**

#### 6.1.3.3. Early return in the event of an incident at the Residence

During their Stay, the Beneficiary is informed of a claim event (water damage, fire, natural disaster, burglary) at their Home. If their presence on site is essential to carry out administrative formalities, EUROP ASSISTANCE will organise and pay for the return trip by train in 1<sup>st</sup> class or by plane in economy class, subject to the Beneficiary sending elements proving the claim event at their Home.

In the event of the failure to send documentary proof (insurance claim, appraisal report, copy of a complaint, etc.) within a maximum of 30 days, EUROP ASSISTANCE reserves the right to invoice the Beneficiary the amounts paid for this cover.

#### 6.1.4 Hospitalisation Presence

If a Beneficiary is Admitted to hospital, and if their state of health prevents considering transporting them before 7 days, EUROP ASSISTANCE will organise and pay for the round trip travel by a Family member of the Beneficiary either by train in 1<sup>st</sup> class or by plane in economy class, from the Beneficiary's Country of origin to their bedside. EUROP ASSISTANCE will also pay for hotel costs (room and breakfast) **of up to € 80 including tax per day for a maximum of 10 nights.**

**Meal costs are not included.**

#### 6.1.5 Accommodation of an accompanying person

If a Beneficiary is Admitted to hospital following a covered event, EUROP ASSISTANCE will pay for the hotel costs (room + breakfast) for one or several accompanying persons up to a maximum amount of:

- € 80 including tax per day for a single accompanying person limited to 10 days per event.
- € 150 including tax per day for Family members limited to 10 days per event.

#### **6.1.6 Connection costs**

In the event of an Accident, EUROP ASSISTANCE will participate **up to € 75 including tax** per event in the connection costs for a Beneficiary and/or accompanying person between the Stay location and the healthcare structure.

#### **6.1.7 Extended Stay costs**

The state of health of a Beneficiary does not justify their transport as defined in Article 6.1.1 “Transport”, but medical reasons approved by the EUROP ASSISTANCE doctors prevent them from undertaking the return trip Home at the initially scheduled date, EUROP ASSISTANCE will organise and pay for the Beneficiary’s extended stay costs at the hotel (room and breakfast) and those of their Family members or of a maximum of 2 accompanying persons who are also Beneficiaries up to a maximum amount of:

- € 80 including tax per day for a Beneficiary limited to 10 days per event
- € 150 including tax per day for Family members limited to 10 days per event.

**This cover cannot be combined with the “Hospitalisation presence” cover.**

#### **6.1.8 Accompaniment of children**

A Beneficiary is ill or injured during travel in one of the countries covered by this agreement, and their state of health prevents them from taking care of the children under 15 years old travelling with them: EUROP ASSISTANCE will organise and pay for the round trip travel by train in 1<sup>st</sup> class or plane in economy class from their Country of origin of a person of their choice (including a CLUB MED employee from the village) or of one of our hostesses to take the children back Home by train in 1<sup>st</sup> class or plane in economy class.

**The tickets for the children are paid for by their family.**

#### **6.1.9 Additional refund of medical costs**

A Beneficiary is ill or injured during a Stay outside their Country of origin in one of the countries covered by this Information document: EUROP ASSISTANCE will **refund up to maximum € 75,000 including tax** to cover the medical costs incurred in a Foreign country and remaining due by the Beneficiary after refunds by Social Security, private health insurance and/or any other provident organisation.

An excess of € 50 including tax per Beneficiary and per event is applied in all cases.



Dental care is refunded under the same conditions with a cap of € 160 including tax.

For this purpose, the Beneficiary or their beneficiaries undertake to carry out all the formalities needed to obtain the refund of these costs from the organisations in question on their return to their Country of origin.

EUROP ASSISTANCE will proceed with the refund as defined above on condition that the Beneficiary or their beneficiaries send us the following documents:

- original social security statements and/or health insurance statements proving the refunds obtained,
- photocopies of the medical care invoices supporting the expenses.

Types of healthcare costs entitling to additional refunds:

- medical fees,
- cost of medication prescribed by a doctor,
- ambulance costs prescribed by a doctor for local travel,
- Hospitalisation costs if the EUROP ASSISTANCE doctors consider that the Beneficiary cannot be transported, after they have collected information from the local doctor. The additional refund of these Hospitalisation costs ceases on the day EUROP ASSISTANCE becomes able to carry out the transport,
- dental emergency.

**6.1.10. Advance on hospitalisation costs**

A Beneficiary is ill or injured during a Stay outside their Country of origin in one of the countries covered by this Information document: while they are Hospitalised there, EUROP ASSISTANCE can advance hospitalisation costs up to € 75,000 including tax maximum subject to all the following conditions:

- for care prescribed in agreement with our doctors,
- as long as our doctors consider that the Beneficiary cannot be transported after they have collected information from the local doctor.

No advance payments will be granted as from the day EUROP ASSISTANCE becomes able to carry out the transport.

In all cases, the Beneficiary undertakes to refund EUROP ASSISTANCE the advance 30 days after receipt of the invoice. This duty applies even if the Beneficiary has undertaken the refund procedures listed in article 6.1.9.

Of course, once these procedures are complete, EUROP ASSISTANCE pays the difference between the amount of the advance payment the Beneficiary has refunded and the amount recovered from social security and/or providential organisation under the conditions and up to the amounts defined in article 6.1.9, subject to the Beneficiary or their beneficiaries sending EUROP ASSISTANCE the documents listed in article 6.1.9.

#### **6.1.11. Transport in the event of death**

A Beneficiary dies during a Stay in one of the countries covered by this Information document: EUROP ASSISTANCE will organise and pay for the cost of the transport of the deceased's corpse to the funeral location in their Country of origin.

EUROP ASSISTANCE will also pay all the costs required for preparation care and specific transport arrangements (including the storage of the cask in a Mortuary **up to € 750**).

Furthermore, EUROP ASSISTANCE will participate in cask costs **up to € 1,500 including tax maximum**.

**The other costs (in particular the ceremony, local transport, burial) remain payable by the family.**

#### **6.1.12. Forwarding of medication**

On site, a Beneficiary is unable to obtain medication essential to the continuation of an ongoing treatment: EUROP ASSISTANCE will seek and send this medication to their Stay location subject to local and French legal rules.

EUROP ASSISTANCE will pay the forwarding costs. **The other costs (medication purchase price, customs duties, etc.) are due by the Beneficiary.**

#### **6.1.13. Advance of criminal bail (Foreign country only)**

When a Beneficiary is the subject of legal proceedings following a traffic accident (all other causes excluded) of which they are the cause, EUROP ASSISTANCE will advance criminal bail **up to a maximum of € 15,000 including tax**. The Beneficiary undertakes to refund EUROP ASSISTANCE this advance within 30 days of receiving the invoice or as soon as the criminal bail has been returned to them by the authorities if this occurs earlier. This service does not cover the legal consequences in their Country of origin following a traffic Accident in a Foreign country.

#### **6.1.14. Coverage of legal representation fees (Foreign country only)**

When a Beneficiary is the subject of legal proceedings resulting from a traffic accident (**all other causes excluded**) of which they are the cause, EUROP ASSISTANCE will pay for local

lawyer fees **up to € 3,000 including tax, on condition that the alleged actions are not subject to a criminal sentence under the country's laws.**

This service does not cover the legal consequences in the Beneficiary's Country of origin following a traffic accident in a Foreign country. **Events related to professional activity are excluded from the application of this Service.**

## **6.2. TRAVEL ADVICE / MESSAGE FORWARDING**

### **6.2.1 Travel information**

By phone, EUROP ASSISTANCE will put the Beneficiary in contact with a person qualified to answer all their questions on the regulatory and practical aspects of their trip:

- The medical precautions to take before travelling (vaccinations, medication, etc..)
- Travel conditions (transport possibilities, ...)
- Local living conditions (temperature, climate, food, etc..)

The Advisory team can be reached from 9 am to 6 pm every day except Sundays and national holidays.

### **6.2.2 Forwarding of urgent messages**

If, during a Stay, a Beneficiary is unable to contact a person, EUROP ASSISTANCE will deliver the message at the date and time selected by the Beneficiary as previously communicated by phone to the following number:

➤ 01.41.85.81.13. (+33.1.41.85.81.13. from a Foreign country)

The Beneficiary can also use this number to leave a message for the person of their choice, who can listen to it by calling.

## **ARTICLE 7. EXCLUSIONS**

**EUROP ASSISTANCE can never be a substitute for local emergency service organisations.**

**Are excluded or cannot entitle to coverage:**

- **the consequences of quarantine and/or measures restricting freedom of movement decided by a competent authority that could affect the Beneficiary before or during their Stay,**
- **Stays in countries, regions or areas to which travel is formally advised against by the government authorities in the Beneficiary's Country of residence.**
- **the consequences of deliberate actions by the Beneficiary or the consequences of fraudulent acts, attempted suicides or suicides,**
- **the use of medication, drugs, narcotics and assimilated products not available by prescription, and the abuse of alcohol,**
- **pre-existing states of health and/or illnesses and/or injuries that have been diagnosed and/or treated by continuous hospitalisation, day hospitalisation or outpatient**

**hospitalisation during the 3 months prior to any request, whether the event is the appearance or the deterioration of the said condition,**

- **costs incurred without the permission of EUROP ASSISTANCE, or not specifically defined herein,**
- **expenses not supported by original documents,**
- **claims occurring in countries that are excluded from this Contract or outside the Contract's validity period, and especially beyond the duration of the planned Stay in a Foreign country,**
- **the consequences of incidents occurring during motor sport events, races or competitions (or their trials), subject to prior authorisation from public authorities under applicable regulations if you participate as a competitor, or during trials on circuits subject to prior approval by public authorities, even if you are using your own vehicle,**
- **trips undertaken in order to obtain a diagnosis and/or medical treatment, or plastic surgery, their consequences and the resulting costs,**
- **the organisation and payment of the transport defined in the "Transport/repatriation" section for benign disorders that can be treated on site and that do not prevent the Insured party/Beneficiary from continuing their trip,**
- **requests for assistance relating to medically assisted procreation or abortions, their consequences and the resulting costs,**
- **claims concerning surrogate procreation or childbearing, their consequences and the resulting costs,**
- **medical devices and prostheses (dental, hearing, medical),**
- **spa treatments, their consequences and their resulting costs,**
- **medical costs incurred in the Beneficiary's Country of residence,**
- **scheduled admissions to hospital, their consequences and their resulting costs,**
- **optician costs (spectacles and contact lenses for example),**
- **vaccines and vaccination costs,**
- **medical check-ups, their consequences and the associated costs,**
- **plastic surgery as well its possible consequences and the resulting costs,**
- **stays in a rest home, their consequences and their resulting costs,**
- **re-education, kinesitherapy, chiropraxis, their consequences and resulting costs,**

- medical or para-medical services and the purchase of products of which the therapeutic nature is not recognised by French legislation, and the associated costs,
- health assessments for the purpose of preventive screening, regular treatments or analyses, their consequences and the resulting costs,
- the organisation of search and rescue operations for persons in the mountains or at sea,
- the organisation of search and rescue for people in the desert as well as the corresponding costs,
- costs for excess luggage during air transport and the cost of transporting luggage when it cannot be transported with the Beneficiary,
- trip cancellation costs,
- restaurant costs,
- customs duties.

#### **ARTICLE 8. CASES OF WAIVER OF LIABILITY AND FORCE MAJEURE**

**EUROP ASSISTANCE can never be a substitute for local organisations in cases of emergency.**

**The Contract's general exclusions are those common to all the Assistance cover described herein. Are excluded:**

- civil or foreign wars, riots, popular uprisings,
- the deliberate participation of an Insured party / Beneficiary in riots, strikes, brawls or assault and battery,
- the consequences of the disintegration of an atomic core or any radiation from a radioactive energy source,
- unless waived, an earthquake, volcanic eruption, tidal wave, flood or natural disaster except in the framework of the French 13th July 1982 Act N° 82- 600 covering the compensation of the victims of natural disasters (for insurance cover),
- the consequences of the use of medication, drugs, narcotics and assimilated products not medically prescribed, and of the abuse of alcohol,
- any deliberate act by the Beneficiary that may trigger the coverage under this Contract.

**Passenger transporters (in particular airlines) are likely to apply restrictions to persons suffering from certain pathologies or to pregnant women. These restrictions may apply up**

to the beginning of the transport and are likely to be changed without notice (thus, for airlines: medical examination, medical certificate, etc.).

As a consequence, these persons will only be repatriated on condition that the transporter does not refuse the transport and, of course, on condition that there is no unfavourable medical opinion as defined and under the procedures in the “Transport / repatriation” section with regards to the health of the Insured party or the unborn child.

#### **ARTICLE 9. SUBROGATION**

EUROP ASSISTANCE is subrogated in the rights and proceedings of the Beneficiary up to the compensation it has paid and the services it has provided, against any person liable for the facts that were at the origin of its intervention. When the services provided under the agreement are fully or partially covered by another company or institution, EUROP ASSISTANCE is subrogated in the rights and proceedings of the Beneficiary against that company or institution

#### **ARTICLE 10. STATUTE OF LIMITATIONS**

**In compliance with Article L 114- 1 of the French Insurance Code:**

“All proceedings resulting from an insurance contract have a statute of limitations of 2 years from the date of the initiating event.

However this deadline only runs:

1. In the event of non-disclosure, omission, false or incorrect statements about the risk, from the date the Insurer discovered it;
2. In the event of a claim, from the date the interested parties became aware of the situation, if they can prove they were not aware of it until then.

When the cause of the proceedings by the insured party against the insurer is a claim by a third party, the statute of limitations only runs from the date the third party undertook legal proceedings against the insured party or was compensated by them. “

**In compliance with Article L114-2 of the French Insurance Code:**

“The statute of limitations is interrupted by any of the ordinary causes of interruption, and by the appointment of experts following a claim. The interruption of the statute of limitations for the proceedings can, amongst other things, result from the sending of a registered letter with acknowledgement of receipt sent by the insurer to the insured party concerning premium payment proceedings, and by the insured party to the insurer covering the payment of compensation. “

The ordinary causes of the interruption of the statute of limitations are defined in articles 2440 to 2246 of the French Civil Code: the recognition by the debtor of the right they were claiming the statute of limitations against (article 2240 of the French Civil Code), legal proceedings

(articles 2241 to 2243 of the French Civil Code), a forced performance (articles 2244 to 2246 of the French Civil Code).

**In compliance with Article L114-3 of the French Insurance Code:**

“By waiver of article 2254 of the French Civil Code, the parties to the insurance contract cannot, even by mutual agreement, either change the duration of the statute of limitations, or add clauses to suspend or interrupt it.”

**ARTICLE 11. COMPLAINTS**

EUROP ASSISTANCE elects domicile at its registered office address.

If they have a complaint or a dispute, Beneficiaries can contact the Service Réclamations Clients d’EUROP ASSISTANCE - 1, promenade de la Bonnette - 92633 Gennevilliers cedex - FRANCE

If the processing time is in excess of 10 business days, a letter informing you of the delay will be sent to you within this period. A written answer will be sent within a maximum of 2 months from the date the initial complaint was received.

If the disagreement persists after the processing of their request by our Customer Feedback Department, the Beneficiary can apply to the Ombudsman by writing to or emailing:

**La Médiation de l’Assurance**

**TSA 50110**

**75441 Paris Cedex 09**

**FRANCE**

<http://www.mediation-assurance.org/>

The Beneficiary has the right to initiate proceedings in the competent jurisdiction at all times.

**ARTICLE 12. CONTROLLING AUTHORITY**

The controlling authority is the “Autorité de Contrôle Prudentiel et de Résolution” - A.C.P.R. - 4 place de Budapest - CS 92459– 75436 Paris 09 Cedex – France.

**ARTICLE 13. PERSONAL DATA**

EUROP ASSISTANCE acting as data controller, carries out processing of the Beneficiary’s personal data in order to:

- manage assistance and insurance requests;
- organise customer satisfaction surveys of Beneficiaries who have benefited from its assistance and insurance services;
- to draw up sales statistics and actuarial studies;



- to examine, accept, check and monitor risk;
- to manage potential litigation and implement legal measures;
- to implement monitoring duties in the context of money laundering and the financing of terrorism, asset freezing measures, the fight against the financing of terrorism and financial sanctions, including the triggering of alerts and declarations of suspicion;
- to implement the measures against insurance fraud;
- to manage the recording of phone conversations with EUROP ASSISTANCE employees or those of its subcontractors for the purpose of training and assessing employees and improving the quality of service, as well as to manage potential disputes.

The Beneficiary is informed of and accepts that their personal data be processed for such specific purposes. This processing is carried out under the terms of the contract.

The collected data is mandatory. If this data is not communicated, it will be more difficult, or even impossible, to manage the Beneficiary's requests for insurance or assistance.

To this effect, the Beneficiary is informed that their personal data is for use by EUROP ASSISTANCE as the data controller, its subcontractors, subsidiaries and agents.

In order to fulfil its legal and regulatory duties, EUROP ASSISTANCE may communicate data to the legally authorised administrative or judicial authorities.

Beneficiaries' personal data is kept for a variable amount of time depending on the use (6 months for phone recordings, 10 years for medically-related processing, 5 years for other processing), increased by the mandatory retention periods for accounting purposes and the legal duration of the statute of limitations.

Beneficiaries are informed and accept that their personal data be communicated to recipients in third countries outside the European Union that have equivalent protection. Data transfers to these third countries are governed by:

- a cross-border flow agreement drawn up in compliance with standard contractual manager-to-subcontractor clauses issued by the European Union and currently applicable;
- subscription contracts of EUROP ASSISTANCE entities to internal conditions compliant with recommendation 1/2007 of the Article 29 Work group on the standard request to approve constraining company rules for the transfer of personal data;
- a cross-border flow agreement drawn up in compliance with the currently applicable Privacy Shield for data transfers to the United States.

Beneficiaries may request a copy of the appropriate guarantees covering data transfer from one or other of the addresses indicated below.

The purpose of these flows are to manage assistance and insurance requests. The following categories of data are covered:

- identity related data (in particular: surname, first names, gender, age, date of birth, phone number, email address) and privacy related data (in particular: family situation, number of children),
- location data,
- health data, including the social security number (NIR).

Beneficiaries, as persons concerned by the processing, are informed that they have a right of access, correction, erasure and portability of their data, as well as a right to limit its processing. They also have a right to oppose. Beneficiaries have the right to withdraw their consent at all times, without impacting the legality of the processing based on consent before it was withdrawn. Furthermore, they have a right to give specific and general directives covering the preservation, erasure and communication of their data post mortem.

**Beneficiaries may exercise their rights by contacting the Data protection officer by letter accompanied by the photocopy of a signed identity document to one or other of the following addresses:**

**- either by email: [protectiondesdonnees@europ-assistance.fr](mailto:protectiondesdonnees@europ-assistance.fr),**

**- or by post: EUROP ASSISTANCE – A l’attention du Délégué à la protection des données – 1, promenade de la bonnette – 92633 Gennevilliers - France.**

**Finally, Beneficiaries are informed that they have the right to file a complaint with the Commission Nationale Informatique et Libertés (French Data Privacy Watchdog).**

#### **ARTICLE 14. RIGHT OF CONSUMERS TO REFUSE COLD CALLING**

EUROP ASSISTANCE FRANCE hereby informs Beneficiaries, in compliance with the French 17th March 2014 Act n° 2014- 344, that if they do not wish to be the subject of sales prospecting by phone by a professional with which they have no pre-existing contractual relationship, they can register free of charge on the register of people who reject phone prospecting by sending a letter or an email to: SOCIETE OPPOSETEL - Service Bloctel - 6, rue Nicolas Siret 10 000 TROYES – FRANCE.

[www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)