



WORLDWIDE TRAVEL INSURANCE
TERMS AND CONDITIONS - INFORMATION NOTICE



MONDIAL CARE
WORLDWIDE TRAVEL INSURANCE

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TERMS AND CONDITIONS - INFORMATION NOTICE

POLICY GSL N° ADP20192599 RÉF. GSL-AGISMONDE1019

Coverage under your policy are governed by the Insurance Code. The insurance policy wording in French remains the only legal reference in the event of a dispute between the parties

Your policy includes these **terms and conditions**, and your certificate of Insurance. Coverage under this policy applies to all personal or business travels, worldwide, excluding or not the USA and Canada, based on the selected Plan, for stays under four months. Coverage is valid for the duration of the policy referred to in the Insurance Certificate.

*Please read carefully your **terms and conditions**.
They detail our respective rights and obligations and
answer the questions you may have.*

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1. DEFINITIONS

1.1. DEFINITION OF THE STAKEHOLDERS UNDER THE POLICY

THE INSURED: The individual or group referred to in the insurance certificate, under the age of 80 at the time of purchase, provided that his place of residency for tax and legal purposes is outside the Schengen Area (*), upon application to the Underwriter on the AGIS SAS website.

THE INSURER: Groupe Special Lines on behalf of Groupama Rhône-Alpes Auvergne. Caisse régionale d'Assurances Mutuelles Agricoles de Rhône-Alpes Auvergne 50 rue de Saint-Cyr - 69251 Lyon cedex 09 - N° de SIRET 779 838 366 000 28 Company governed under the Insurance Code and supervised by the Prudential and Resolution Supervision Authority, 4 Place de Budapest - CS 92459 - 75436 Paris Cedex 09

ASSISTANCE SERVICE PROVIDER: Mutuaide Assistance – 8-14 Avenue des Frères Lumière 94368 BRY-SUR MARNE cedex. – S.A. au capital de €9.590.040 fully distributed – Company governed by the Insurance Code and registered in the Trade and Commerce Registry Ref. RCS 383 974 086 Créteil under the Authority of the Prudential Supervisory and Resolution, 4 Place de Budapest - CS 92459 - 75436 Paris Cedex 09.

POLICYHOLDER: Agis SAS owns Mondial Care brand and www.mondialcare.eu website, operates as a Broker-Designer, distributor and manager of this Travel Insurance Program. Agis SAS on behalf of the insured/beneficiary named in the Insurance certificate and agrees to transfer to the Insurer, the premium paid to him by the Insured/beneficiary. Agis SAS on behalf of the insurer, processes and settles claims which are not under the assistance coverage directly by Groupama Assistance. Agis SAS - Allsure Global Insurance Solutions SAS - International Insurance and Reinsurance Brokerage Company RCS Paris B 524 120409 Registration No. 10057380 in the register of Insurance Intermediaries - Orias - 1 rue Jules Lefèvre - 75311 Paris Cedex 9 - Activity under the supervision of ACPR - Banque de France Prudential Supervisory and Resolution Authority, 4 Budapest Square CS 92459, 75436 Paris.

1.2. DEFINITION OF ASSISTANCE WORDING

ACCIDENT: Any sudden, unforeseen and external event to the victim or to the damaged thing, constituting the cause of the damage

SCHENGEN AREA: Area of free movement of persons between the following states: Germany, Austria, Belgium, Denmark, Spain, Estonia, Finland, France (metropolitan France), Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, the Netherlands, Poland, Portugal, Slovenia, Slovakia, Sweden, Switzerland, Czech Republic.

FUNERAL EXPENSES: FUNERAL COSTS: costs of preservation of the corpse, handling, laying out, special transportation arrangements, conservation care mandatory under the law, packaging and most basic coffin necessary for the transport and in compliance with local law, excluding any burial, embalming and ceremony costs.

MEDICAL EXPENSES: Pharmaceutical, surgical, consultation and hospitalization costs medically prescribed, necessary for the diagnosis and treatment of a pathology.

DEDUCTIBLE: Share of the damages left to you in the settlement of the claim. The deductible amounts for each guarantee are set in the table of benefits and deductibles.

HOSPITALIZATION: emergency intervention for over 24 consecutive hours in a public or private hospital, unscheduled and that may not be postponed.

ILLNESS: Any deterioration of health condition established by a qualified medical authority.

COUNTRY OF ORIGIN: The country declared on taking out the policy and for which you paid the relevant premium

LIMITATIONS: a period after which a claim is no longer admissible.

LOSS EVENT: all the damaging consequences of an event resulting in any of the covers taken out to be claimed. All damage resulting from the same original cause shall constitute one single claim.

SUBROGATION: the action where your rights and actions against anyone liable for your damage, are subrogated to us in order to obtain reimbursement of the amounts we have settled after a loss.

THIRD PARTIES: any natural or legal person, excluding:

- The insured individual and his/her family members,
- Individuals accompanying him/her

2. TERRITORIALITY OF THE POLICY

Coverage under this policy applies to all personal or business travels, worldwide, excluding or not the USA and Canada, based on the selected Plan, for stays under four months.

(*) Travel to the following countries is excluded in all circumstances: AFGHANISTAN, NORTH KOREA, EGYPT, HONDURAS, IRAK, LIBIA, MALI, NIGERIA, PAKISTAN, PAPUA-NEW-GUINEA, CENTRE AFRICA REPUBLIC, CONGO DEMOCRATIC REPUBLIC, SOMALIA, SOUDAN, SOUTH SOUDAN, SYRIA, TCHAD, GAZA STRIP, UKRAINE, VENEZUELA, YEMEN.

3. COVERAGE UNDER THE POLICY

3.1. BENEFITS FOR MEDICAL EXPENSES IN THE EVENT OF HOSPITALISATION

The following will be covered

- ❖ Reimbursements for medical expenses following an accident or illness that occurred urgently and unexpectedly on the French territory as well as in the Schengen area which doesn't have any history prior to taking out the Policy.
- ❖ Reimbursements for medical, hospital and surgical expenses shall be paid up to a limit of Euro 50,000, less a 50 Euro deductible.
- ❖ Dental care (cavities only) are capped at Euro 150.

There is no waiting period in the event of an accident.

3.2. REPATRIATION ASSISTANCE

3.2.1. SCOPE OF BENEFITS

3.2.2. Arranging and payment for repatriation

If during your stay in the Schengen area, you are suffering from an illness or sustain an accident covered under the Policy, requiring you to interrupt your stay, we will cover the repatriation costs, up to the actual costs for medical repatriation following a covered risk to allow you to get back to your country of origin. Any request for assistance shall first be approved by our Insurance company or medical department.

If this condition is not met, we may be relieved of any obligation to reimburse.

Extended stay at the hotel

If your medical condition does not justify hospitalization or medical transport and if you are unable to return at the originally expected date, we will cover your additional hotel stay up to the amount stated in the Table of Benefits.

As soon as your health condition permits, we will arrange and cover your additional transportation costs if the planned tickets cannot be used as a result of this event.

These costs are covered as follows:

- ❖ For EU nationals: return ticket to your home
- ❖ For nationals of other countries: to the nearest national airport to your home

Return of an accompanying person or Spouse and Accompanying Children in case of repatriation of the Insured

We will arrange and cover the return of an accompanying person or spouse and accompanying Children in the event of the repatriation of the insured to his home, where the means originally provided for their return may no longer be used as a result of the repatriation.

We will decide and choose repatriation, as well as the most appropriate means.

Presence with the hospitalized insured (visit of a relative)

We will arrange and pay up to a maximum of the amount stated in the Table of Benefits for the hotel accommodation of a person at the Insured's bedside in hospital, whose condition does not justify or hold back immediate repatriation.

We will also pay for the return ticket to metropolitan France of this person (or to his/her country of residence) if this person is unable to use the means initially planned.

If the hospitalization exceeds ten days, and if no one stays with the insured, we will cover the costs of transport from metropolitan France or the insured's home (by train 1st class or by air, in economy) of a person designated by the insured, we will also arrange the hotel stay for that person up to the amount stated in the Table Of Benefits.

Body repatriation

In the event of a death following a risk covered in the course of your stay, we will arrange and cover the transport costs of the insured's body to your country of origin.

We will arrange and pay for the return transport (by train 1st class or by plane in economy) of a family member to accompany the repatriation of the body to the country the insured resided in.

Early return

If you need to interrupt your trip:

- ❖ To attend the funeral of a family member (spouse or de facto spouse, direct ascendant or descendant, brother, sister) we will arrange and pay for the transport (1st class train or economy class air) of the INSURED from the place of residence to the place of burial in metropolitan France or in another country of residence of the INSURED.
- ❖ In the event of an accident or unpredictable illness affecting a family member (spouse or concubine, ascendant or direct descendant) and requires hospitalization for more than seven consecutive days, we will arrange and pay for your transport (by train 1st class or by air in economy) from the place of residence to the place of burial in metropolitan France or to any other country place of residence.

This guarantee is granted provided that you may not use any transport tickets provided as part of your trip. We reserve the right to use your return ticket if it is redeemable and can be changed.

Legal assistance in the country of residence

Advance on bail costs and payment of lawyer's fees

This cover applies exclusively outside the country of residence of the INSURED.

If, in the event of unintentional breach of the law of the country visited by the INSURED, you are required to pay a bail, we will advance this bail up to the amount stated in the table of benefits.

We will pay for the legal fees of legal representatives you may use up to the amount stated in the table of benefits.

You agree to repay the advance made for the bail costs within thirty days from the refund of the bail by the authorities.

This benefit shall not cover any legal action initiated in the country of origin of the INSURED as a result of events that occurred abroad.

Intentional offences are not eligible for the “Advance of bail costs” and “Payment of legal fees” benefits

3.3. WHAT TO DO IN THE EVENT OF A LOSS EVENT

3.3.1. IMPLEMENTATION OF BENEFITS

For any request for assistance you must contact or have a third party contacted, as soon as your situation suggests an early return, under penalty of inadmissibility.

From France: 01.55.98.57.35

From overseas: (+33) 1.55.98.57.35

A claim number will be immediately assigned

- ❖ and Policy Number
- ❖ your address and phone number where you can be reached, as well as the contact details of the people taking care of your,
- ❖ allow doctors access any medical information about you or about the person who needs our assistance.

3.3.2. FOR TRANSPORT ASSISTANCE

When we arrange and pay for transport under our guarantees, it will be arranged by train 1st class and/or by air tourist class or by taxi, depending on the decision of our Assistance service. In this case, we will become the owners of the original tickets and you agree to return them to us or to repay the reimbursed amount you were able to obtain from the issuing agency of these tickets.

3.3.3. OUR ASSISTANCE SERVICES

We operate under the national and international law and regulations and our services are subject to the necessary authorizations to be granted by the relevant administrative authorities. Furthermore, we may not be held responsible for delays or impediments in providing the services agreed upon as a result of force majeure or events such as strikes, riots, popular movements, restrictions on free movement, sabotage, terrorism, civil or foreign war, consequences of the effects of a source of radioactivity or any other fortuitous case.

4. EXCLUSIONS TO THE MEDICAL, HOSPITAL AND REPATRIATION ASSISTANCE COVER

The following is not covered:

- × **Pre-existing illnesses and their consequences: disabilities and hereditary diseases; Chronic diseases tropical diseases; All prosthetics including hearing and dental; dental care (except cavities) stomatology; Speech therapy; Contact lenses; massages and physiotherapy; Acupuncture; Treatments post infertility treatments and cosmetic; orthoptic, psychological, psychotherapeutic and neurological care, including consultations; nervous breakdown; Suicide attempts; HIV-positive status and consequences; AIDS and its consequences; respite care; recovery, rehabilitation facilities; Health check-ups; Check-up; immunization costs.**
- × **The consequences of accidents caused by intentional or reckless misconduct; the consequence of participating in brawls**
- × **The consequences of the use of medication, drugs or narcotics, not medically prescribed; the consequences of alcoholism or intoxication, medical expenses not practiced by a qualified physician or practitioner.**
- × **the consequences of accidents caused by cyclones, earthquakes, volcanic eruptions or other cataclysms; accidents caused by the disintegration of the atomic nucleus as well as disasters due to the effects of radiation caused by artificial particle acceleration; accidents caused by acts of terrorism or sabotage; accidents caused by foreign war, civil war, riots or popular movements, under the conditions provided for by Article l121 .8 of the insurance code.**
- × **Accidents caused while practicing the following sports: mountaineering and rock climbing; bobsleigh, Skelton; scuba diving; skydiving; any air sport or requiring a motor vehicle, as well as any participation in sports competitions in a professional capacity.**
- × **Expenses related to contraception, abortion, pregnancy and any complications due to this condition, miscarriage, childbirth and follow-up (including consultations, tests and ultrasounds) are not reimbursed.**

We may not, under any circumstances, replace the local emergency relief agencies.



5. OTHER ASSISTANCE BENEFITS

Benefits and services apply both abroad and in the country of residence of the insured

IMPLEMENTATION OF BENEFITS

Under penalty of inadmissibility, requests for assistance should be made directly by the INSURED (or any person acting on his/her behalf) by any of the following means:

➤ • **by phone:**

For assistance GROUPAMA Assistance	For Insurance Mondial Care by AGIS
From France: 01.45.16.43.31 From overseas: (+33) 1. 45.16.43.31	From France: 01.82.83.56.26 From overseas: (+33) 1.82.83.56.26

➤ **On the Website**

By logging into your Customer Space created at the time of purchase of your insurance, you can **lodge a claim** and attach your supporting documents healthcare coverage forms, plane tickets, boarding passes, etc.). Our team will contact you to complete the information necessary for the reimbursement and review your claim.

BENEFITS PROVIDED

Benefits provided under this policy may only be triggered with the prior agreement of GROUPAMA ASSISTANCE.

As a result, no expenses arbitrarily incurred by the Beneficiaries/Insured will be reimbursed by GROUPAMA ASSISTANCE.

For the assistance cover to apply, the Insured shall imperatively contact GROUPAMA ASSISTANCE, on the contact number shown on the personal identification card.

IMPORTANT

- TOKIO MARINE ASSISTANCE may not, under any circumstances, replace any local emergency response authorities.
- In any event, the decision to provide assistance is solely that of the GROUPAMA ASSISTANCE, doctor, after contacting the doctor on site and any family of the Insured.
- Medical authorities have the exclusive power to decide on repatriation, the choice of means of transport and the place of hospitalization.
- Bookings are made by GROUPAMA ASSISTANCE. We will decide and choose repatriation, as well as the most appropriate means.



6. ADMINISTRATIVE PROVISIONS

6.1. CONDITIONS OF CHANGE OR CANCELLATION OF THE POLICY

Any claim for reimbursement caused by a change in the dates regarding the period of your travel insurance policy will only be taken into account if the amount to be reimbursed is over €25 and if you are able to provide a copy of the ticket substantiating this change.

6.2. EFFECTIVE DATE OF THE POLICY

The policy is effective on the date and for the duration referred to in the Insurance certificate, subject to payment of premium. The policy is entered into for a firm period without tacit renewal and may not be terminated and reimbursed during the period.

6.3. DEADLINES AND TERMS FOR CLAIMS

Either in writing or verbally with acknowledgement of receipt at company headquarters or at the company representative referred to in the terms and conditions from the time you become aware of the loss event.

You must report the claim within 5 business days. If this condition is not met, we may be relieved of any obligation to reimburse.

If the damages cannot be determined between the parties, they will be assessed through amicable and mandatory assessment, subject to our respective rights. Each of us will choose our respective expert. If these experts do not agree with each other, they will call on a third expert, and all three will operate together and by a majority of votes.

Failing for one of us to appoint an expert or if both experts fail to agree on the choice of the third expert, the President of the High Court of the place of residence of the Policyholder will appoint this expert. This appointment shall be made by simple request signed at least by one of us, the one who did not sign will be summoned by registered letter to attend the assessment. Each one shall pay the costs and fees of their expert and, if necessary, half of those for the third one.

6.4. LIMITATION

In accordance with Articles L 114-1 and L 114-2 of the Insurance Code, all actions derived from this Policy are subject to limitation, i.e. they may no longer be brought after years from the event that gave rise to these actions.

HOWEVER, THIS LIMITATION SHALL NOT RUN:

- ✘ (in the event of non-disclosure, omission, inaccurate statement on the risk, from the date the insurer became aware of it;
- ✘ In the event of a loss, from the date the interested parties became aware of it, if they can prove they were unaware of it until then.

The limitation shall be extended to ten years for accident cover affecting individuals when the Beneficiaries are the assignees of the deceased Insured

6.5. PROTECTION OF PERSONAL DATA

Personal data is collected at different stages of our business or insurance activities relating to policyholders or individuals parties or interested in the policies. This data is processed in accordance with the regulations, including the rights for individuals.

❖ Your rights on personal data:

You have rights to your data that may be easily exercised:

- the right to request your data to be deleted or limited in use (data deletion or limitation rights).
- the right to object to the use of your data, particularly regarding business development (right to object).
- right to recover the data that you have personally provided to us for the performance of your policy or which you have given your consent for (right to data portability).
- right to set guidelines for the retention, deletion and disclosure of your data after your death.

Any request about your personal data may be sent to our Data Protection Officer - SPECIAL LINES GROUP to:

GROUPE SPECIAL LINES 6/8 rue Jean Jaurès – 92800 PUTEAUX

by Email: reclamations@groupepeciallines.fr

and/or to the GROUPAMA Data Protection Delegate by writing to « GROUPAMA SA – Correspondant Informatique et Libertés - 8-10 Astorg Street, 75383 Paris"

Or by email: contactdpo@groupama.com

You may also file a claim with the National Commission for Information Technology and Freedoms (CNIL) if you believe that we have breached our obligations regarding your data.

6.7. PERSONAL DATA PROTECTION AND INSURANCE

❖ Why do we collect personal data?

Data collected by Special Lines Group at various stages of taking out an insurance or in managing insurance policies are required for the following objectives:

- Contracting, managing, performing insurance or assistance policies
- The data about you or the parties, interested or involved in the policy for contracting, managing and performing the policies, are collected for the following purposes:
 - The study of insurance needs in order to offer insurance policies tailored to each situation
 - Review, acceptance, control and monitoring of the risk
 - Policy management (from the pre-contractual stage to the termination of the policy), and the performance of the policy and guarantees,
 - Customer management
 - Recovery and management of claims and litigation
 - The development of statistics and actuarial studies
 - The implementation of preventive measures
 - Compliance with legal or regulatory obligations
 - Conducting research and development activities under the life of the policy

Health data may be processed if it is necessary for contracting, managing or performing the insurance or assistance contracts. This information is processed in accordance with medical confidentiality and with your consent.

If a contract is entered, the data is retained for the duration of the policy or claims, and until the legal statute of limitations expires.

In the absence of a policy (prospect data):

- Health data is stored for up to 5 years for probationary purposes;
- any other data may be stored for up to 3 years.

❖ Business Development

Special Lines Group and Groupama Group Companies (Insurance, and Services) have a legitimate interest in conducting prospecting actions towards their customers or prospects, and are implementing processes necessary to:

- ✓ Conducting lead management transactions
- ✓ The acquisition, sale, rental or exchange of customer or prospect data in accordance with the rights of individuals
- ✓ Conducting research and development activities as part of client management and prospecting activities

The use of certain means for carrying out prospecting operations is subject to the consent of the prospects. They involve:

- ✓ Using your email address or phone number for electronic canvassing
- ✓ Using your browsing data to provide you with offers tailored to your needs or interests (see cookie notice for more information);

- ✓ forwarding your data to partners.

Anyone may at any time object to receiving advertisements by mail, email or phone from our services (see your rights above).

❖ **Fighting insurance fraud**

The insurer, which has an obligation to protect the mutuality of insured and avoid unjustified claims, has a legitimate interest in fighting fraud.

Personal data (including health data) may therefore be used to prevent, detect and manage fraud regardless of the originator. These anti-fraud systems may lead to have their name recorded on a register of individuals with a risk of fraud

The Agency for Insurance Counter Fraud (Alfa) may be sent that data for this purpose. Rights on this data may be exercised at any time by mail to ALFA, 1 rue Jules Lefebvre - 75431 Paris Cedex 09.

The data processed for counter fraud is kept for up to 5 years from the fraud file being closed. In the event of a legal proceeding, the data will be retained until the end of the proceeding, and applicable limitations expire.

Those listed as suspected fraudsters will be deregistered, past the 5-year period from record on this list.

❖ **Money Laundering and anti-terrorism financing**

In order to meet their legal obligations, the Insurer shall implement surveillance mechanisms against money laundering, the financing of terrorism and allow financial sanctions to be implemented.

The data used for this purpose is kept for 5 years from the closing of the account or the end of the relationship with the insurer. Those relating to transactions carried out by individuals are kept for 5 years from the day of their performance, including in the event of the closing of the account or the end of the relationship with the insurer. TRACFIN may be sent the data for this purpose.

In accordance with the Monetary and Financial Code, the right to access this data is exercised with the National Commission for Information Technology and Freedoms (see cnil.fr).

Transfers of information outside the European Union:

Personal data is processed within the European Union. However, data may be transferred to countries outside the European Union, in accordance with data protection rules and governed by relevant safeguards (e.g. standard contractual clauses of the European Commission, countries with a level of data protection that is recognized as appropriate...).

These transfers can be made for the performance of these policies, against the fraud, compliance with legal or regulatory obligations, the management of actions or litigation allowing the Insurer to ensure the finding, exercise or defending their rights in court or for the purposes of defending those involved. Some data, strictly necessary for implementing assistance services, may also be transmitted outside the European Union in the interest of the person concerned or safeguarding individual life.

Who is this information provided to?

The personal data processed are intended, **within the limit of their authority**.

- ✓ To the Department of Special Lines Group or Groupama Group companies in charge of commercial relations and contract management, anti-fraud or anti-money laundering and counter-terrorism and terrorist financing, audit and supervision.
- ✓ This information may also be communicated, if necessary, to our reinsurers, intermediaries, partners, and subcontractors, as well as to organizations that may be involved in the insurance business, such as the organizations or professional bodies (including ALFA for anti-fraud purposes and TRACFIN for anti money laundering and ant-terrorist financing).

Information about your health is exclusively intended for the Insurer's medical advisors or other entities of the Group, its medical department or internal or external persons specifically authorized (including our medical experts).

6.8. SUPERVISORY AUTHORITY

In accordance with the Insurance Code (Article L. 112-4) it is noted that the SPECIAL LINES GROUP and GROUPAMA Supervisory authority is ACPR, 4 Budapest Square - CS92459 - 75436 Paris Cedex 09.

7. TABLE OF BENEFITS

ASSISTANCE BENEFITS	Maximum amounts All Tax incl. per person for the duration of the POLICY	DEDUCTIBLE
ASSISTANCE TO INDIVIDUALS IN THE EVENT OF AN ILLNESS OR AN ACCIDENT		
<i>Repatriation or medical Evacuation</i>	Actual Costs	Nil
Medical, surgical, pharmaceutical, hospital fees * in the country of stay Costs remaining at your expense Including dental expenses:	€50,000 per insured per insurance period	€50 per claim
Emergency dental expenses €150	€150 per insured per insurance period	
Accompanying the Repatriated/Transported Insured	Travel Ticket	Nil
Return of an accompanying in case of repatriation of the insured	Actual Costs	
Person at the INSURED's bedside in hospital	Transport ticket + hotel fee €60 per night - up to 7 nights.	Nil
Extended stay (hotel expenses)	Up to €60 per night per night - with a maximum of 10 nights	Nil
ASSISTANCE IN THE EVENT OF A DEATH		
Repatriation or medical Evacuation	Actual Costs	Nil
Coffin costs	Actual Costs	
ASSISTANCE AND SERVICES		
Early return In the event of death or hospitalization of a close relative	Travel Ticket	Nil
Legal aid, legal fees)	Up to €3,000 per person Insurance period:	Nil
Advance on bail costs	Up to €15,000 per person Insurance period:	Nil