



# **SCHENGEN VISA INSURANCE**

## TERMS AND CONDITIONS - INFORMATION NOTICE



**MONDIAL CARE**  
**WORLDWIDE TRAVEL INSURANCE**

# SCHENGEN VISA INSURANCE

## TERMS AND CONDITIONS - INFORMATION NOTICE

POLICY GSL N° ADP20192393 REF. GSL-AGISSCHENGEN082019

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. Its guarantees apply to all private or professional trips completed during the validity of your temporary visa (with a maximum of twelve months renewable). 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.*

---

## CONTENTS

<b>1. DEFINITIONS .....</b>	<b>3</b>
<b>2. TERRITORIALITY OF THE POLICY .....</b>	<b>4</b>
<b>3. COVERAGE UNDER THE POLICY .....</b>	<b>4</b>
<b>4. EXCLUSIONS TO THE MEDICAL, HOSPITAL AND REPATRIATION ASSISTANCE COVER .....</b>	<b>8</b>
<b>5. PERSONAL LIABILITY INSURANCE COVER .....</b>	<b>9</b>
<b>6. ADMINISTRATIVE PROVISIONS .....</b>	<b>12</b>
<b>7. TABLE OF BENEFITS FOR ASSISTANCE .....</b>	<b>19</b>

## 1. DEFINITIONS

### 1.1. DEFINITION OF THE STAKEHOLDERS UNDER THE POLICY

**INSURED/BENEFICIARY:** a natural person or legal entity complying with these terms and conditions underwritten by AGIS SAS association provided that their tax and/or legal residence is located outside the Schengen area, paying the contributions, referred to in the insurance certificate, without age limit and applying for it on the AGIS website no later than the day before departure

**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.

**UNDERWRITER:** AGIS SAS - 33 Victor Hugo Avenue - 75116 PARIS, on behalf of the member named in the certificate of Insurance who therefore agrees to pay the insurance premium.

### 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.

**SEARCH COSTS:** Costs of operations carried out by rescuers or rescue agencies, other than you going out specially for the purpose of looking for you in a location lacking all means of organized or nearby rescue.

**RESCUE COSTS:** transportation costs after an accident (when you have been located) from the place where the accident occurs to the nearest hospital.

**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:** The amount set and to be paid by the Policyholder or the Insured in case of compensation. The deductible can also be mentioned in day or as a percentage.

**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 your 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:** Period after which a claim is no longer admissible.

**LOSS EVENT:** Any 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 paid after a loss.

**WAITING PERIOD:** This is the period between the date of entry into force of the contract and the opening of the rights to compensation and during which the guarantees do not apply. Medical expenses relating to conditions and illnesses that manifested themselves during the waiting period are excluded from the cover.

**THIRD PARTIES:** Any natural or legal person, excluding:

- ✓ The insured individual and his/her family members,
- ✓ Individuals accompanying him/her
- ✓ His/her employees, whether on wages or not, in the performance of their duties.

## 2. TERRITORIALITY OF THE POLICY

Coverage under your policy apply in all Schengen countries as well as in the DOM (Overseas Departments) and COM (Overseas Communities) of the French territory, the principalities of Andorra, Monaco, San Marino, Ireland and the United Kingdom, for stays under twelve months.

## 3. COVERAGE UNDER THE POLICY

### 3.1. BENEFITS FOR MEDICAL EXPENSES IN THE EVENT OF HOSPITALISATION

The following shall be granted:

- ✓ 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 35,000, less a 50 Euro deductible.
- ✓ Dental care (cavities only) are capped at Euro 150.
- ✓ In the event of hospitalisation, medical and hospitalisation costs are only covered after a waiting period of 7 days.

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

### 3.2. REPATRIATION ASSISTANCE

Scope of Benefits:

#### ❖ 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 Hotel stay**

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 chose 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 originally 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 your transport (1st class train or by air in economy) from the place of residence to the place of burial in metropolitan France or in your country of residence, whatsoever.

- 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 of criminal bail and payment of legal fees. This cover shall only apply outside the insured's country of residence.

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 your country of origin 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

### 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.

#### ➤ By phone

For assistance <b>GROUPAMA Assistance</b>	For Insurance <b>Mondial Care by AGIS</b>
From France: 01.55.98.57.35	From France: 01.82.83.56.26
From overseas: (+33) 1. 55.98.57.35	From overseas: (+33) 1.82.83.56.26

- 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 you,
- allow doctors access any medical information about you or about the person who needs our assistance.

### STRICTLY COMPULSORY TO OBTAIN ANY INDEMNITY

Non compliance to those requirements will invalidate the effects of the contract.

When Emergency assistance or hospitalization is needed, the insured (or a person acting on its behalf) must contact immediately GROUPAMA ASSISTANCE at +33 1 55 98 57 35 (available 24/7) recalling the reference of the contract has shown above. A claims reference number will be delivered by GROUPAMA ASSISTANCE.

### THE INSURED (OR A PERSON ACTING ON ITS BEHALF)

- to answer calls or emails sent by GROUPAMA ASSISTANCE,
- submit their Insurance contract to the Hospital upon admission,
- Contact the Claims department of MONDIALCARE.

**REQUEST FOR REIMBURSEMENT MUST BE DIRECTED WITH ALL MEDICAL DOCUMENTS TO**  
**MONDIALCARE CLAIMS DEPARTMENT - AGIS SAS - 33 Avenue Victor Hugo 75116 PARIS - FRANCE**  
 Phone : +33182835626 - E-mail : [contact@mondialcare.eu](mailto:contact@mondialcare.eu)

#### ➤ 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.

#### ➤ 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, and 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; orthotic, 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 of the Insured; 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.**
- × **Pandemics (Covid-19 excluded)**
- × **We may, under no circumstances, replace the local emergency relief agencies.**



## 5. PERSONAL LIABILITY INSURANCE COVER

(if the option is mentioned in your insurance certificate)

### 5.1. THIS COVER MAY BE PURCHASED AS PART OF A STAY NOT EXCEEDING 4 MONTHS.

#### Definitions

**Personal Injury:** Any bodily injury sustained by an individual and the resulting loss.

**Material Loss** Any damage or destruction of an item or substance. Any physical harm to an animal.

**Consequential Loss** Any financial loss resulting from the loss of total or partial use of a property or a right, from the loss of a profit, the loss of customers, from the interruption of a service or activity, and which is the direct consequence of any personal injury or damage covered.

**Damaging event** The event that is the generating cause of the damage.

**Absolute Deductible** The amount (or percentage) remaining in any event payable by the Insured on the amount of the compensation payable by the Insurer.

The deductible applies per claim, regardless of the number of individuals affected. Deductible as a percentage is applied to the amount of compensation payable by the Insurer.

**Pollution Incident** The emission, dispersion, disposal or deposition of any solid, liquid or gaseous substance, released by the atmosphere, soil or water, resulting from a sudden and unforeseeable event and not occurring in a slowly, gradual or continuous manner.

**Claim** Any claim for an amicable or litigious compensation brought by the individual who suffered a damage or his successors and sent to the Insured or to the Insurer.

**Liability** Legal obligation imposed on any person to compensate the damage they caused to others.

**Loss Event:** Any loss or damage caused to third parties the Insured is held responsible for, resulting from a damaging event which gave rise to one or more claims. The event causing liability being the generating cause of the loss. A series of events causing liability with the same technical cause is considered one single event causing liability.

**Third parties** Any person other than the Insured.

**Land motor vehicle** Machine that moves on the ground (i.e., other than air or naval), not on a railway, self-propelled (powered by its own driving force) used to transport people (even if it is only the driver) or goods.

## 5.2. SCOPE OF COVER

*The Insurer shall cover the Insured for financial consequences of liability he may be held for as a result of physical injury, material loss and consequential loss caused to third parties in his/her personal life.*

*Personal Life means any non-professional activity*

## 5.3. SPECIAL EXCLUSIONS

The following is excluded:

- ✗ DAMAGE (OTHER THAN THOSE REFERRED TO IN THE ABOVE TWO EXCLUSIONS) AND CONSEQUENTIAL LOSS CAUSED TO THE PROPERTY UNDER THE CARE OF, USED BY OR STORED AT THE RESPONSIBLE INSURED.
- ✗ THE CONSEQUENCES OF AIR, SEA, RIVER OR LAKE NAVIGATION WITH CRAFTS OWNED, USED BY OR ENTRUSTED TO THE INSURED.
- ✗ DAMAGE CAUSED BY WEAPONS AND THEIR AMMUNITION WHOSE DETENTION PROHIBITED POSSESSED OR IS HELD BY THE INSURED WITH NO PREFECTORAL AUTHORISATION.
- ✗ DAMAGE SUBJECT TO A LEGAL OBLIGATION OF INSURANCE AND RESULTING FROM THE PRACTICE OF HUNTING.
- ✗ DAMAGE CAUSED BY ANIMALS OTHER THAN DOMESTIC ANIMALS.
- ✗ DAMAGE CAUSED BY DOGS OF FIRST CATEGORY (ATTACK DOGS) AND SECOND CATEGORY (GUARD AND DEFENCE DOGS), AS DEFINED IN ARTICLE 211-1 OF THE RURAL CODE, AND BY WILD ANIMALS TAME OR HELD IN CAPTIVITY, MENTIONED IN ARTICLE 212-1 OF THE RURAL CODE, WHETHER OR NOT STRAY ANIMALS OWNED OR UNDER THE CARE OF THE INSURED (ARTICLE NO. 99-5 OF 6 JANUARY 1999 ON DANGEROUS AND STRAY ANIMALS AND THE PROTECTION OF ANIMALS).
- ✗ THE CONSEQUENCES:
  - THE ORGANISATION OF SPORTS COMPETITIONS.
  - OF THE PRACTICE OF SPORTS AS A LICENSEE OF A SPORTS FEDERATION;
  - OF THE PRACTICE OF AIR OR WATER SPORTS.
- ✗ THE CONSEQUENCES OF THE WILFUL MISCONDUCT OF THE ASSURED.
- ✗ DAMAGE CAUSED BY CIVIL OR FOREIGN WAR DECLARED OR NOT, RIOTS AND PUBLIC DISORDER, TERRORISM, ATTACKS OR SABOTAGE.
- ✗ DAMAGE CAUSED BY VOLCANIC ERUPTIONS, EARTHQUAKES, STORMS, HURRICANES, CYCLONES, AND FLOODS, TIDAL WAVE AND OTHER DISASTERS.
- ✗ INEVITABLE DAMAGE RESULTING FROM A DELIBERATE ACTION OF THE INSURED AND CAUSING THE INSURANCE POLICY TO LOSE ITS RANDOM POLICY NATURE COVERING UNCERTAIN EVENTS (ARTICLE 1964 OF THE CIVIL CODE).
- ✗ ANY FINE AND ANY OTHER CRIMINAL PENALTY PERSONALLY IMPOSED ON THE INSURED.

- ✕ DAMAGE OR INCREASE OF DAMAGE CAUSED BY:
  - BY WEAPONS OR DEVICES INTENDED FOR EXPLOSION THROUGH THE MODIFICATION OF STRUCTURE OF THE NUCLEUS OF THE ATOM.
  - BY ANY NUCLEAR FUEL, PRODUCT OR RADIOACTIVE WASTE, BY ANY SOURCE OF IONIZING RADIATION (ESPECIALLY ANY RADIOISOTOPE).
- ✕ THE CONSEQUENCES OF THE PRESENCE OF ASBESTOS OR LEAD IN BUILDINGS OR STRUCTURES OWNED OR IN THE CARE OF THE INSURED, SEARCH, DESTRUCTION OR NEUTRALISATION OF ASBESTOS OR LEAD, OR THE USE OF PRODUCTS CONTAINING ASBESTOS OR LEAD.
- ✕ THE CONSEQUENCES OF CONTRACTUAL LIABILITIES AGREED BY THE INSURED WHICH RESULT IN INCREASING LIABILITY HE WOULD HAVE INCURRED IN THE ABSENCE OF SUCH LIABILITIES.
- ✕ DAMAGE AND CONSEQUENTIAL LOSS CAUSED BY A FIRE, EXPLOSION OR WATER DAMAGE THAT ORIGINATED IN THE BUILDINGS OWNED, TENANTED OR OCCUPIED BY THE INSURED.
- ✕ THEFTS COMMITTED WITHIN THE BUILDINGS MENTIONED IN THE ABOVE EXCLUSION.

#### 5.4. PERIOD OF COVER

Under this policy, cover will be triggered by the damaging event and cover the Insured for financial consequences of an accident, when the damaging event occurs between the initial effective date of the cover and the date of termination or expiry, regardless of the date of the other elements of the loss event (article L. 124-5 of the Code of insurance).

#### 5.5. AMOUNT OF COVER

The amounts of cover per claim are the limit of the Insurer's liability for all claims related to the same damaging event.

The amount of cover is set as below:

Personal Liability	
Personal injury, property damage and consequential loss: including Property damage	€1,500,000 per claim  €350,000 per claim
Absolute Deductible	€150 per claim

The date of the loss event is that of the damaging fact. Conditions and amounts of cover are those in effect at that date.

#### 5.6. WHAT TO DO IN THE EVENT OF A LOSS EVENT

**You must not acknowledge any liability or accept any transaction without our agreement.** However, the admission of a material fact or the performance of a simple duty of assistance is not an acknowledgement of responsibility.

You must report the loss to us, in writing, **within five business days of the day you became aware of it**, except in cases of fortuitous case or force majeure.

After that, if we are prejudiced by the late declaration, all rights to entitlement to benefits will be forfeited. In the event of proceedings against you, you shall give us every power to lead the trial and exercise any recourse before the civil courts or to joint your defense and exercise any remedies on civil interests before the criminal courts.

You must also:

- let the Insurer know within the shortest possible time, about the circumstances of the loss event, its known or presumed causes, the nature and the approximate amount of damages.
- Take all necessary measures to limit the extent of the already known damage and prevent any further damage to be sustained,
- Forward to CGEA, within the shortest possible time, all notices, convocations, summons, extrajudicial documents and procedural documents that would have been sent to him, delivered or served.

In the event of a delay in providing these documents, we may claim compensation proportionate to the damage we sustained (Article L 113-11 of the Insurance Code).

If you fail to meet your obligations after the loss, we will compensate the affected third parties or their assignees, but we may take action against you to recover the amounts paid.

## 6. ADMINISTRATIVE PROVISIONS

### 6.1. CONDITIONS OF CHANGE OR CANCELLATION OF THE POLICY

The customer may request a refund within 14 days of purchase. After this period, a refund is only possible upon presentation of an official letter of refusal from the embassy or consulate concerned. Your departure dates can be changed without charge if Mondialcare is informed at the latest 48 hours before the contract start date. After this deadline, the contract cannot be changed. In all cases, 25€ are deducted for management fees.

### 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 CONDITIONS FOR CLAIMS

Either in writing or verbally with acknowledgement of receipt to the company headquarters or to 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 review the information we have and to request to complete or correct it
- ✓ (access and rectification rights).
- ✓ 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: 6/8 rue Jean Jaurès – 92800 PUTEAUX or by email : [reclamations@groupepeciallines.fr](mailto:reclamations@groupepeciallines.fr) ; and/or au Délégué à la Protection des Données de GROUPAMA in writing « GROUPAMA SA – Correspondant Informatique et Libertés - 8-10, rue d'Astorg, 75383 Paris » or by email to [contactdpo@groupama.com](mailto: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.

## 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 into, the data will be retained for the duration of the policy or claims, and until the legal statute of limitation expires.

In the absence of a policy (prospect data):

- Health data will be 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](http://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 may be made for the performance of these policies, against the fraud, to comply with with legal or regulatory obligations, for 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 to safeguard individual life.

### Who is this information provided to?

The personal data processed is 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 anti-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 specifically authorized persons (including our medical experts).

## 6.6.SUBROGATION TO YOUR RIGHTS AND ACTIONS

In accordance with the provisions of Article L.121-12 of the Insurance Code, GROUPAMA is subrogated, up to the amount of compensation they pay, to the rights and actions of the Insured with respect to Third Parties. If we may no longer exercise this action, because of your personal act, we may be relieved from all or part of our obligations to you.

## 6.7.SANCTIONS TO APPLY FOR MISREPRESENTATION AT THE TIME OF THE CLAIM

Any non-disclosure or misrepresentation, omission or inaccuracy in the risk statement shall be sanctioned under the terms by articles L 113-8 and L 113-9 of the Insurance Code:

- ✓ **in case of bad faith on your part: by the policy becoming null and void;**
- ✓ **if your bad faith has not been established: by a lower benefit proportionate to the premium paid against the premium that would have been due had the risk been fully and accurately declared.**

## 6.8. SANCTIONS TO APPLY FOR MISREPRESENTATION AT THE TIME OF THE CLAIM

Any fraud, non-disclosure or intentional misrepresentation on your part on the circumstances or consequences of a loss shall result in any entitlement to benefit or compensation for that loss to be forfeited.

## 6.9.FOR ALL REQUESTS OF REPATRIATION ASSISTANCE

For all requests for assistance, the Insured (or anyone acting on his behalf) must contact GROUPAMA Assistance by quoting the reference of the GSL policy (see the certificate of insurance given on purchasing the policy):

- ✓ **Phone from France: 01.55.98.57.35**
- ✓ **From overseas: (+33) 1.55.98.57.35**

GROUPAMA Assistance team is available 7 days a week, 24 hours a day.

## 6.10. FOR ANY OTHER LOSS EVENT

Contact MondialCare by AGIS SAS, in writing:

[contact@mondialcare.eu](mailto:contact@mondialcare.eu)

Or by mail to:

**MONDIALCARE / AGIS SAS**  
**33 Avenue Victor Hugo**  
**75116 PARIS FRANCE**

Or by phone:

- ✓ **From France: 01.82.83.56.26**
- ✓ **From overseas: (+33) 1.82.83.56.26**

Agis SAS owns Mondial Care brand and [www.mondialcare.eu](http://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.

## 6.11. CLAIMS - MEDIATION

The insurance policy wording in French remains the only legal reference in the event of a dispute between the parties. For any issue, the Policyholder will contact the Broker the Insurance policy was entered with

**1. If you disagree or not satisfy with the performance of your policy, please inform MUTUAIDE ASSISTANCE by phone on 01.41.77.45.50, or in writing to [medical@mutuaide.fr](mailto:medical@mutuaide.fr), or by mail to:**

**MUTUAIDE ASSISTANCE  
SERVICE QUALITÉ CLIENTS  
8/14 AVENUE DES FRÈRES LUMIÈRES  
94368 BRY-SUR-MARNE CEDEX**

**for assistance benefits.**

If their response is not satisfactory, the Policyholder may send his claim to Special Lines Group's "Claims" department:

- By mail:

**GROUPE SPECIAL LINES  
SERVICE RÉCLAMATIONS  
6-8 RUE JEAN JAURÈS  
92800 PUTEAUX**

- by Email: [reclamations@groupepeciallines.fr](mailto:reclamations@groupepeciallines.fr)

If the response to the claim remains unsatisfactory, the Policyholder may contact Groupama Rhône-Alpes Auvergne's "Claims" department:

- By mail:

**GROUPAMA RHONE-ALPES-AUVERGNE  
SERVICE CONSOMMATEURS  
70019 LYON CEDEX 69252**

- **By email: [service-consommateurs@groupama-ra.com](mailto:service-consommateurs@groupama-ra.com)**

Finally, if disagreement persists regarding the position or proposed solution, the Policyholder may refer the matter to the Insurance Mediation:

- **By mail:**

**MÉDIATION DE L'ASSURANCE  
TSA 50110  
75441 PARIS CEDEX 09**

- **On the website: [www.mediation-assurance.org](http://www.mediation-assurance.org)**

**2. If you disagree or are not satisfied** with the performance of your Policy please contact GROUPE SPECIAL LINES in writing to [reclamations@groupespeciallines.fr](mailto:reclamations@groupespeciallines.fr).

- **By Email: [reclamations@groupespeciallines.fr](mailto:reclamations@groupespeciallines.fr)**

#### INSURANCE BENEFITS

If the answer is not satisfactory, you may send a letter to:

**GROUPAMA RHONE-ALPES-AUVERGNE  
SERVICE CONSOMMATEURS  
TSA 70019  
69252 LYON CEDEX 09**

GROUPAMA undertakes to acknowledge receipt of your mail within 10 business days. It will be processed within 2 months at most. If the disagreement persists, you may use the Insurance Mediation. Contact details above.

The FFSA Ombudsman is not competent to know about policies purchased to cover professional risks.

## 6.12. 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 ASSISTANCE BENEFITS

ASSISTANCE BENEFITS	Maximum amounts All Tax incl. per person	OPTION PREMIUM	OPTION COMFORT
<b>ASSISTANCE TO INDIVIDUALS IN THE EVENT OF AN ILLNESS OR AN ACCIDENT</b>			
Repatriation or medical Evacuation	Actual Costs	✓	✓
Medical, pharmaceutical fees hospital fees in the country of residence Expenses remaining at your expense (dental expenses excluded) Deductible: €50 per claim	€35,000 or €100,000 per person per insurance period (depending on the option taken out)	✓	✓
Emergency dental expenses	€150 per insured per insurance period	✓	✓
Accompanying the Repatriated/Transported Insured	Transport Ticket	✓	✓
Return of an accompanying person in the event of repatriation of the Insured	Actual Costs	✓	✓
Presence with the Insured hospitalized	Travel Ticket + Hotel expenses €60 per night - with a maximum of 7 nights	✓	✓
Extended stay (hotel expenses)	Up to €60 per night with a maximum of 10 nights	✓	✓
<b>ASSISTANCE IN THE EVENT OF A DEATH</b>			
Repatriation or transportation of the body in the event of death and Cost of Coffin	Actual Costs	✓	✓
<b>OTHER ASSISTANCE BENEFITS - HELP and SERVICES</b>			
Early return In the event of death or hospitalization of a close relative	Transport Ticket	✓	✓
Advance on bail costs	Up to €15,000 per person per insurance period	✓	✓
Legal aid, legal fees (€20,000)	Up to €3,000 per person and per insurance period	✓	✓
<b>PRIVATE LIABILITY (IF THIS OPTION IS PURCHASED)</b>			
Personal injury, property damage and consequential loss: Property damage and consequential loss: Deductible: €150 per claim	€1,500,000 per claim  €350,000 per claim		✓