

**INFORMATION NOTICE
EQUIVALENT TO ASSISTANCE AGREEMENT**

MEDICAL ASSISTANCE

“VISA CARD”

PRIVATE OR BUSINESS TRAVELLING

**France and Foreign Contract
Validity as from 01/01/2020**

No. 922090

The assistance services covered by this information notice No. 922090, hereinafter “Information Notice” are:

Subscribed to by:

VISA EUROPE LIMITED

Company under British law headquartered at:
1 Sheldon Square, London W2 6TT, United Kingdom
Registered under No. 5139966
Acting through its French subsidiary
Located at 21, Boulevard de la Madeleine - 75038 Paris Cedex 01
509 930 699 RCS Paris

With:

FRAGONARD ASSURANCES

French Limited Company with share capital of €37,207,660.00
479 065 351 RCS Paris
Registered office: 2 rue Fragonard - 75017 Paris
A company governed by the French Insurance Code
Regulated by l’Autorité de contrôle prudentiel et de résolution (French banking and insurance industry regulatory),
4 place de Budapest – CS 92459 – 75436 Paris Cedex 09 - <https://acpr.banque-france.fr/>

And implemented by:

AWP FRANCE SAS

SAS with share capital of €7,584,076.86
490 381 753 RCS Bobigny
Registered office: 7 rue Dora Maar - 93400 Saint-Ouen
Insurance Brokers - Registered with ORIAS 07 026 669 - <http://www.orias.fr/>

Fragonard Assurances and AWP France SAS, operating under the business name of “Mondial Assistance”, jointly known hereinafter as “Visa Assistance”.

CHAPTER 1 – HOW TO IMPLEMENT ASSISTANCE SERVICES

WHEN REQUESTING ASSISTANCE

Visa Assistance will, under no circumstances, replace the local emergency services.

Before taking any action or incurring any expense, the *Insured Person* must:

- Obtain the prior agreement of *Visa Assistance* by contacting immediately *Visa Assistance* on a 24 hours per day and 7 days per week basis:

- * On the internet: www.votre-assistance.fr
- * By phone on the following number : + 33 (0)9.69.32.10.03
- * By fax: + 33 (0) 9.69.32.10.28
- * By email: medical@votreassistance.fr
- * For the hearing impaired and deaf: <https://accessibilite.votreassistance.fr>

- Specify the *Insured Card* number, status of the *Insured Person* and the name of the Bank that issued the *Insured Card*.
- Abide by the procedures and solutions proposed by *Visa Assistance*.

ADVICE TO TRAVELLERS

- The *Insured Person* must inform any people accompanying him/her during traveling of the rules applicable in the event of a request for assistance as described above.
- If the *Insured Person* is covered by a legal health insurance scheme of a country which is a member of the European Economic Area (EEA) or of Switzerland, and desires to take advantage of health insurance guarantees while travelling in one of these countries, he/she must be the bearer of a European health insurance card (individual and nominative) that is currently valid.
- If the *Insured Person* is traveling in a country outside the European Economic Area (EEA) or Switzerland, before departure, he/she must check whether this country has established a social security agreement with France. To do this, he/she must consult the Health Insurance Authority to find out whether he/she enters the application field of this agreement and if there are any formalities to be dealt with (withdrawal of a form ...). To obtain these documents, the *Insured Person* before departure, must contact the appropriate body and, in France, the Health Insurance Authority.
- A medical assistance certificate relative to the attribution of a visa is issued at no cost by *Visa Assistance* within 8 working days starting from receipt of a written request from the *Insured Person* together with all the information required for drafting it. This certificate can also be obtained from the website <http://attestation.mondial-assistance.fr>
- While travelling, the *Insured Person* must be sure to take with him/her documents proving his/her identity and any necessary travel documents: passport, national identity card, resident's permit, entry visa, return visa, vaccination book for an accompanying pet, etc., and check the validity dates.
- Some types of holiday and certain destinations are not suitable for very young *Children*. Given the risks of disease related to travel time or conditions, the health situation and the climate, it is advisable to consult his/her attending physician or paediatrician when planning the trip.
All minor *Children* who are travelling, whether escorted or alone, must have valid identity documents. When a child travels alone or is not accompanied by a parent, the child must have "AST" authorisation to leave the country. In all cases, when a minor *Child* is repatriated, *Visa Assistance* cannot be held responsible for any delay caused by the need to correct the administrative situation.
- Because of risks that could endanger the health of women at an advanced stage of pregnancy, the various airlines apply different restrictions and these are liable to change without advance notice: medical examination a maximum of 48 hours before departure, presentation of a medical certificate, request for the medical approval of the company, etc.
In the event of an emergency and if their contract allows, assistance companies organise and pay the cost of air transport on the express condition that doctors and/or the airlines have no objections.

CHAPTER 2 – APPLICATION CONDITIONS

SCOPE OF THE ASSISTANCE AGREEMENT

Visa Assistance enables *Insured Persons* to benefit from the assistance services described in this assistance agreement, hereinafter the "Assistance Agreement" in the event of *Accident, Illness, death, legal proceedings*.

INFORMATION FOR INSURED PERSONS

The Issuing Bank of the *Insured Card* has appointed Visa Europe Limited to take out and sign an assistance contract in its name and to the benefit of the holders of the *Visa* card, in compliance with the provisions of Insurance Code article L.112-1.

This document constitutes the Information Notice that the Issuing Bank of the *Insured Card* undertakes to give to the holder of the *Insured Card*. The Information Notice for this Assistance Agreement defines the procedures by which cover comes into force, the application scope of cover and procedures to follow if assistance is needed.

By virtue of the contract signed between Visa Europe Limited and Fragonard Assurances, proof of submittal of the Information Notice to the holder of the *Insured Card* is the responsibility of the Issuing Bank of the *Insured Card*.

If changes are made to the policy terms and conditions, or the policy is cancelled, the Issuing Bank of the *Insured Card* undertakes to inform the holder of the *Insured Card* by any means they wish, at least 3 months in advance of the effective date of the change or cancellation.

ACCESS CONDITIONS

The assistance services described in the Information Notice apply to the *Insured Persons* holding an *Insured Card* and are valid throughout the validity term of the said *Card*.

EFFECTIVE DATE AND TERM OF ASSISTANCE AGREEMENT

Cover takes effect for the *Insured Person* on the day that the contract is signed for the *Insured Card* and is linked to the validity period of the *Insured Card*. Cover is automatically cancelled on the same dates if the *Insured Card* is not renewed or is withdrawn or stopped by the Issuing Bank or by the holder of the *Insured Card*, or in the event of termination, for any reason, of the Assistance Agreement between Visa Europe Limited, mandated by the Issuing Bank, and *Visa Assistance*.

In the latter instance, the *Insured Person* shall receive a new Assistance Agreement and continue to benefit from the assistance services provided by the new service provider.

Statement of loss or theft of the *Insured Card* does not suspend cover.

SCOPE OF ASSISTANCE SERVICES

The services apply, for any private or business journey undertaken by the *Insured Person* :

- If the *Country of Residence* is *France*:
 - In *France*
 - *Abroad* during the first 90 days of travel.
- If his/her *Country of Residence* is outside *France*:
 - *Solely Abroad*, during the first 90 days of the trip.

A Kilometric Allowance of 100 km will apply to all services for *Covered Events* in the *Country of Residence*.

These conditions are valid for all services **except the following: Advance for hospital costs (article 1.9), Top-up reimbursement of medical costs (article 1.10) and Assistance in the event of legal proceedings (article 4), for which the application conditions are indicated in the "Summary table of assistance services" and in their description.**

The assistance services will apply in the direction of the *Insured Person's Residence*, unless otherwise indicated in the Assistance Agreement.

ARTICLE 3 – DEFINITIONS

The definitions of the terms given in italics, beginning with an uppercase letter in the text of this Information Notice, apply to all the services.

Accident

Any unintentional bodily injury caused by the sudden action of an external cause, and diagnosed by a medically competent body.

Accommodation Costs

Hotel costs (including breakfast), **excluding any other costs for restaurants, drinks and tips.**

Children

- Children of the holder of the *Insured Card* or of his/her *Partner*, single for less than 25 years, fiscally in his/her charge and where applicable, the children who are born during the validity of the Assistance Agreement.
- Adopted children of the holder of the *Insured Person* card or his/her *Partner*, single for less than 25 years, fiscally in his/her charge, starting from the date of entry of the adoption judgement into the French Civil Registry.
Children of the holder of the *Insured Card* or of his/her *Partner*, single for less than 25 years, registered at the physical address of one of their parents.

Country of Residence

Country in which the *Insured Person* has had a *Residence* for more than 90 consecutive days when making the request to *Visa Assistance* **except in Excluded Countries.**

Covered event

Any *Accident*, *Illness*, decease, legal proceedings providing entitlement to assistance services, occurring during travelling (private or business) by the *Insured Person*.

Excluded Countries

North Korea. The up-to-date list of all the *Excluded countries* can be found at the *Visa Assistance* website on the following page paysexclus.votreassistance.fr

Flight

Flight by scheduled airline in economy class.

Foreign/Abroad

Any country anywhere in the world **except for:**

- **the Excluded Countries,**
- **the Country of Residence of the Insured Person.**

France

Metropolitan France (including Corsica), the Principalities of Monaco and Andorra, the French Overseas Territories and Departments. (Guadeloupe, Martinique, Guyana, Reunion and Mayotte), the Overseas Communities (French Polynesia, St Pierre and Miquelon, Wallis and Futuna, St Martin (French part) and St Barthelemy) and New Caledonia.

Funeral Costs

First conservation costs, handling, placing in coffin, specific arrangements for transportation, conservation made compulsory by legislation, packaging and coffin costs (or the costs of an urn purchased by the family from its chosen funeral services provider), as required for transportation and compliance with local legislation, **excluding burial (or cremation), embalming and ceremony costs.**

Hospitalisation

All stays in a public or private hospital, for an emergency procedure, which is unscheduled and cannot be postponed.

Illness

An alteration to a person's health, duly diagnosed by a qualified medical body necessitating medical treatment and which occurs suddenly and unforeseeably.

Insured Card / Card

Visa card in the Visa range.

Insured Person(s)/ Insured(s)

The holder of the *Insured Card* and his/her *Spouse* as well as:

- their *Children*,
- their ascendants and descendants holding a disability card with a permanent disability of at least 80% (Art. L241-3 of social action and families code) living under the same roof as the holder of the *Insured Card*, under the terms of article 196 A bis of the General tax code CGI (people holding a disability card as stipulated in article L241-3 of the social action and families code) and:
 - fiscally at their charge,
 - or
 - to who the holder of the *Insured Card* or his or her *Spouse*, pays food allowances enabling the latter to benefit from an exemption in their payable tax,

whether they travel together or separately and whatever the method of transport;

- single grandchildren aged less than 25 years are covered only when they stay with their grandparent who is the holder of the *Insured Card* and exclusively for the duration of the trip, whatever the method of transport.

Kilometric Allowance

The distance, in kilometres, beyond which the assistance services are provided.

Distance is calculated from the *Insured Person's Residence* or usual place of work to the place of the *Covered Event*, based on the shortest route calculated by Via-Michelin or Googlemap.

No Kilometric Allowance is applied to Covered Events outside the Country of Residence.

Member of the Family

The spouse or partner, children, grandchildren, a brother or sister, father, mother, parents-in-law, grandparents of the *Insured Person*.

Pets

Cats and dogs **excluding any other animal**, as long as they are up to date for their mandatory vaccinations.

Residence

The principal and usual place of establishment of the *Insured Person* in his/her *Country of Residence*.

Spouse/Partner

Spouse, partner, civil partner (PACS), or recognised partner of the *Insured Card* and normally under his/her roof.

Proof of civil union (PACS) will be provided by an appropriate certificate and that of people living together by an appropriate certificate, or justification of the address in the names of the *Insured Persons*, drawn up prior to the request for service or, by default, a certificate swearing that the persons live together maritally.

Train

By first class train (seat in 1st class, 1st class couchette or sleeping car).

CHAPTER 4 – PROOF REQUIRED TO PERFORM SERVICES

The *Insured Person* agrees to supply on the request of *Visa Assistance*:

- any document to prove his/her place of *Residence* and the duration of their trip (photocopy of the passport showing the entry visa into the country, proof of residence);
- any document that justifies the status of the *Insured Person* (identity card, marriage certificate, copy of tax form, as long as all the information has been blanked out except for the name, the address and the people living at the tax address);
- original receipts of expenses for which reimbursement is being claimed. **Any service that is not used shall not give rise to the payment of compensation;**
- when transport is organized and covered, the original unused travel tickets in the possession of the *Insured Person*. The *Insured Person* reserves the right for *Visa Assistance* to use them and agrees to reimburse *Visa Assistance* with any amounts the *Insured Person* obtained as a refund.
- any other proof that is considered to be necessary to assess the entitlement to assistance services.

If the required justifying documents are not submitted, *Visa Assistance* will refuse to cover the assistance costs or re-invoice costs already paid out to the *Insured Person*.

The *Insured Person* also agrees to reimburse *Visa Assistance* for any amounts obtained as reimbursement.

CHAPTER 5 – PURPOSE OF THE ASSISTANCE SERVICES

The services of *Visa Assistance* are subject to obtaining the necessary approval from the competent authorities.

When the *Insured Person* calls on the *Visa Assistance* medical service, decisions regarding the nature, the appropriateness, and the way in which the measures to be taken are organised are the exclusive responsibility of *Visa Assistance*.

NOTE

The sums of the guarantee cover apply tax inclusive.

I - ILLNESS OR ACCIDENT CONCERNING INSURED PERSON

1.1 TRANSPORT / REPATRIATION

When an *Insured Person* on a trip falls ill or suffers from an *Accident*, the doctors from *Visa Assistance*:

- contact the local doctor who examined the *Insured Person* following the *Covered Event*,
- gather any information required from the local doctor and if necessary from the family doctor of the *Insured Person*.

Visa Assistance organises and pays the cost for the *Insured Person* to return to their place of *Residence* or for transport to the hospital which is closest to the place of *Residence* and/or is the most suitable to provide the care required by the person's state of health.

When *Hospitalisation* was impossible near the place of *Residence* of the *Insured Person*, transfer to the nearest hospital is covered as soon as the state of health of the *Insured Person* so permits.

In this case, if the *Insured Person* wishes, *Visa Assistance* can then organise the return to his/her place of *Residence* as soon as his/her state of health permits.

IMPORTANT NOTE

Decisions are only taken in consideration of the medical interests of the *Insured Person* and are the exclusive responsibility of the *Visa Assistance* doctors in agreement with the local medical practitioners.

The *Insured Person's* repatriation is decided on and managed by medical staff who hold qualifications that are legally recognised in the country in which they usually practice their professional activity.

The *Insured Person's* medical interests and compliance with health regulations in force are the only matters taken into consideration when determining the transport, the selected means of transport to be used and the choice of the place of *Hospitalisation* if applicable.

If the *Insured Person* refuses to comply with the decisions taken by the *Visa Assistance* Medical Department, this discharges *Visa Assistance* of all liability in relation to the consequences of such an initiative and especially if the person returns by his/her own means or in the event of a deterioration of his/her state of health and the *Insured Person* loses all rights to services and compensation from *Visa Assistance*.

Moreover, under no circumstances can *Visa Assistance* carry out the role of local emergency services organisations, nor can the company pay the cost of expenses thus incurred.

When transport is organized and covered: *Visa Assistance* becomes the owner of the original unused tickets of the *Insured Person*.

1.2 RETURN OF INSURED ACCOMPANYING PERSONS

When an *Insured Person* is transported as part of the "Transport/Repatriation" service (article 1.1), *Visa Assistance* organizes and covers transport by *Train* or by *Flight* of the other *Insured Persons* travelling with him/her to the place of *Hospitalisation* or the place of *Residence* of the *Insured Person*, provided that the initial travel arrangements for their return trip cannot be used or modified.

1.3 PRESENCE AT BEDSIDE IN CASE OF HOSPITALISATION OF THE INSURED PERSON

When an *Insured Person* is hospitalised at the place of the *Covered Event* and no adult *Member of the Family* has accompanied the *Insured Person* on his/her trip, and the *Visa Assistance* doctors do not recommend Transport/repatriation (article 1.1) **before 10 days**, *Visa Assistance* organizes and covers round-trip travelling by *Train* or *Flight* of a person chosen by the *Insured Person* or by a *Member of the Family* enabling that person to go to the bedside.

No deductible for the length of *Hospitalisation* is applied in the following cases:

- the *Insured Person* is a *Child* less than 15 years of age,
- the *Insured Person* is in a condition deemed to be critical by the *Visa Assistance* doctors.

1.4 PAYMENT OF ACCOMMODATION COSTS

- As part of the service known as "Presence at bedside in case of *Hospitalisation* of the *Insured Person*", provided for in article 1.3, if an *Insured Person* is hospitalised at the location of the *Covered Event* and no adult *Member of the Family* has accompanied the *Insured Person* on his/her trip, and the *Visa Assistance* doctors do not recommend Transport/repatriation (article 1.1) **before 10 days**, *Visa Assistance* will cover, on presentation of justifying documents, the *Accommodation Costs* for the person chosen by the *Insured Person* or the person already at the bedside of the *Insured Person*, **for up to €65 per night, within the limits of 10 nights**.
- If, following an *Illness* or an *Accident*, an *Insured Person* is obliged to extend his/her stay for confirmed medical reasons, without *Hospitalisation* and after securing the agreement of the *Visa Assistance* doctor, *Visa Assistance* covers the additional *Accommodation Costs* **for up to €65 per night within the limits of 10 nights**.

1.5 COST OF EXTENDING ACCOMMODATION

If the *Insured Person* has been hospitalised **for 10 days**, and still cannot be transported as part of the "Transport/Repatriation" service (article 1.1), *Visa Assistance* will cover, as a supplement to the "Payment of *Accommodation Costs*" (article 1.4), the costs of supplementary accommodation for the person chosen by the *Insured Person* or the person already at the bedside of the *Insured Person*, **for up to the amount of €65 per night and for a maximum amount of €305**.

1.6 ACCOMPANIMENT OF CHILDREN UNDER 15 YEARS OLD

When an *Insured Person* becomes ill or has an *Accident* on a trip, and has been transported or repatriated as part of the "Transport/Repatriation" service (article 1.1) and is unable to care for **Children aged less than 15 years** accompanying him/her and if there is no accompanying person capable of dealing with them, *Visa Assistance* will organize and cover the cost of a *Train* or *Flight* return ticket for one person chosen by the *Insured Person* or by a *Member of the Family* to accompany the return of the *Children* to their place of *Residence*.

Otherwise, *Visa Assistance* will appoint a hostess to accompany the *Children* to their place of *Residence*.

The costs of accommodation, food and drinks of the person selected to accompany the minor *Children* are payable by the *Insured Person*.

The *Children* are transported under the conditions of the "Return of Insured accompanying Persons" service (article 1.2).

1.7 CARE OF CHILDREN UNDER 15 YEARS OLD

When an *Insured Person* is transported as part of the "Transport/Repatriation" service (article 1.1) and the person cannot care for the *Children* aged less than 15 years, *Visa Assistance* **refunds up to €200 per day within a limit of 5 days** for the presence of a qualified person at the home of the *Insured Person*.

This reimbursement will be made exclusively on submittal of the original detailed invoice.

1.8 REPATRIATION OF PETS

If the *Insured Person* is ill or suffers from an *Accident* and is transported or repatriated as part of the "Transport/Repatriation" service (article 1.1) whereby he/her is unable to deal with the accompanying *Pet*, and if nobody accompanying the *Insured Person* is able to take care of the *Pet*, *Visa Assistance* organizes the transport of the *Pet* to the home of a loved one of the *Insured Person* or to a specialized structure in the *Country of Residence of the Insured Person*.

Costs incurred are payable by the *Insured Person*.

The implementation of this service depends on the transport, reception and accommodation conditions required by the contacted service providers and the legislation and sanitary rules in force in each of the countries (up to date vaccinations, deposit, etc.) and in particular those requiring quarantine periods.

For this service, the *Insured Person* or a person authorized by the *Insured Person* must first submit the vaccination book of the *Pet* to the service provider contacted by *Visa Assistance*.

1.9 ADVANCE FOR HOSPITAL COSTS

- For an *Insured Person* whose *Country of Residence* is *France*, this service is rendered *Abroad* for the first 90 days of any trip.
- For the *Insured Persons* whose *Country of Residence* is outside *France*, this service is never provided.

IMPORTANT NOTE

- This service is provided only on the condition that and for as long as the doctors of *Visa Assistance* consider that the *Insured Person* cannot be transported, after receiving information from the local doctor.
- This service terminates on the day when the *Visa Assistance* medical service is capable of transporting the *Insured Person*, despite the decision of the *Insured Person* to stay on the spot.

Visa Assistance may advance the unforeseen *Hospitalisation* costs incurred **up to an amount of €11,000 per Insured Person and per Covered Event**, for the prescribed treatment as agreed with the *Visa Assistance* doctors.

Visa Assistance will, in this case, first send the *Insured Person* or *Member of his/her Family* or, when applicable, a Third Party, a form known as the "Request for advanced medical costs" that the latter will sign and return to *Visa Assistance*.

The signatory agrees to reimburse *Visa Assistance* within 60 days from the transmission date of each invoice by the latter, independently of any reimbursement procedure undertaken by the *Insured Person* with health insurance bodies and any other providence or mutual cover body to which he or she contributes.

If payment is not made within 60 days after the transmission date of the invoice, *Visa Assistance* reserves the right to undertake all necessary recovery procedures regarding the *Insured Person*.

1.10 TOP-UP REIMBURSEMENT OF MEDICAL COSTS

- For an *Insured Person* whose *Country of Residence* is *France*, this service is rendered *Abroad* for the first 90 days of any trip.
- For the *Insured Persons* whose *Country of Residence* is outside *France*, this service is never provided.

To benefit from these reimbursements, the *Insured Person* must be covered by a primary health insurance system or any other providence body, and undertake all the proceedings needed for the reimbursement of these expenses from its basic health insurance organisation, its mutual insurance body, and any other insurance or providence body.

Visa Assistance reimburses **up to €11,000 per Insured Person and per Covered Event** for the total of the medical costs remaining payable by the *Insured Person* after the action of its basic social health insurance body, and of any other insurance or Providence body to which the *Insured Person* subscribes, less a **deductible of €50 per assistance file** and as long as the *Insured Person* supplies *Visa Assistance* with the original invoices of the medical costs and the original justifying documents of reimbursement from these bodies.

In the event that the organisations to which the *Insured Person* pays contributions do not bear the medical costs that have been incurred, *Visa Assistance* will refund the *Insured Person* **up to €11,000** subject to the *Insured Person* providing the original bills for medical costs and the confirmation by these organisations that they do not bear these costs.

Unforeseen medical costs opening an entitlement to top-up reimbursement:

- Medical costs,
- Costs of medicines prescribed by a doctor,
- Costs of an ambulance prescribed by a doctor to transport a patient to the nearest hospital, only if Social Security or any other health insurance organisation refuses to bear the cost,
- *Hospitalisation* costs,
- Dental emergency considered to be one by the *Visa Assistance* doctors, **up to the amount of €500 per Insured Person and per Covered Event, less a deductible of €50 per assistance file.**

1.11 TRANSMISSION OF URGENT MESSAGES

Following an *Accident, Illness*, or the death of the *Insured Person*, *Visa Assistance* can take responsibility to pass on urgent messages to the *Insured Person's* employer or family.

Any document resulting in a financial, civil, or commercial liability is passed on under the sole responsibility of its author.

1.12 REIMBURSEMENT OF TELEPHONE COSTS

In the sole case of a service being organized by *Visa Assistance* after an *Accident, Illness* or following the decease of an *Insured Person*, *Visa Assistance* refunds up to **€100 per Covered Event**, while the *Insured Person* remains liable for the telephone costs corresponding only to calls to or from *Visa Assistance*.

This reimbursement will be made exclusively on submittal of the original detailed invoice of the telephone operator.

II - DECEASE OF THE INSURED PERSON

2.1 TRANSPORT OF BODY

If the *Insured Person* dies during a *journey*, *Visa Assistance* organizes and covers the transport of the body from the place of death to the funeral director's and the place of burying (or cremation) in the *Country of Residence*.

In addition, *Visa Assistance* contributes up to the amount of **€800**, to the *Funeral Costs*.

If an *Insured Person* dies during travelling outside of *his/her Country of Residence*:

- In the event of burial (or cremation) in a different country from the place of death and the *Country of Residence, Abroad*: *Visa Assistance* organizes and covers the cost of repatriation of the body **up to the costs that it is assumed the repatriation of the body to the place of Residence** would have incurred in the conditions stipulated above.
- In the event of burial (or cremation) on the spot: If the assigns of the *Insured Person* request it, *Visa Assistance* covers the cost of burial (or cremation) **up to the amount of €800**.

2.2 RETURN OF ACCOMPANYING INSURED PERSONS

Visa Assistance organizes and covers return by *Train* or *Flight* for other *Insured Persons* travelling with the deceased *Insured Person* so that they may attend the funeral service.

III - EARLY RETURN OF THE INSURED PERSON

When the *Insured Person* is travelling and learns of the unplanned *Hospitalisation* or death of a *Member of his/her Family*.

To enable the *Insured Person* to visit the *Member of his/her Family* in hospital, or to attend the funeral, *Visa Assistance* arranges and pays for travel by *Train* or *Flight* to the nearest station or airport to the place of *Hospitalisation* or the funeral under the following conditions:

- Return to the *Country of Residence*:
 - either a one-way transport ticket for the *Insured Person* and another *Insured Person* of his/her choice or who was travelling with him/her.
 - or a return transport ticket for one of the *Insured Persons* with return within a maximum term of one month after the date of decease or of *Hospitalisation*.
- Return to another country than the *Country of Residence, Abroad*: **payment is made up to the amount of transport costs that would have been incurred, on the assumption that the *Insured Person* returned to his/her place of Residence** under the conditions stated above.

IMPORTANT NOTE

- The "Early Return of the *Insured Person*" service in the event of the *Hospitalisation* or death of a *Member of his/her Family* is only provided in the following circumstances:
 - the *Hospitalisation* lasts for more than 24 hours, out-patient or day patient hospitalisation not included,
 - the *Insured Person's* return as originally planned at the start of the trip is not due to take place in the 24 hours following the request for assistance.
- The *Insured Person* provides *Visa Assistance*, when requested to do so, with a *Hospitalisation* report or a death certificate and/or any document that proves the relationship with the *Member of the Family* concerned.

IV - ASSISTANCE IN THE EVENT OF LEGAL PROCEEDINGS

These services are rendered:

- **in all cases outside *France*,**
- **for the first 90 days of the *Insured Person's* trip *Abroad*.**

The *Insured Person* is the subject of legal proceedings following an unintentional breach of the legislation of the country in which he/she is located. *Visa Assistance*:

- advances the bail bond when this is required by the local judicial authorities, **up to an amount of €7,770 per *Insured Person* and per *Covered Event*,**
- advances the cost of lawyer's fees **up to an amount of €3,100, per *Insured Person* and per *Covered Event*,**
- reimburses the real amount of the lawyer's fees **up to the amount of €800 per *Insured Person* and per *Covered Event*, less a deductible of €50 per assistance file.**

Visa Assistance grants these advances as long as the *Insured Person* agrees in writing to the debit of the corresponding amount from his/her bank account or, otherwise, as long as a third-party pays the corresponding amount beforehand to *Visa Assistance* by a bank transfer or bank's cheque as quickly as possible.

CHAPTER 6 – EXCLUSIONS COMMON TO ALL ASSISTANCE SERVICES

In addition to the exclusions of the Assistance Agreement, and those appearing as necessary in the definitions, the following are always excluded:

1. costs incurred without the prior agreement of *Visa Assistance* or not expressly contained in this Information Notice, costs not supported by original documents;
2. events occurring in *Countries excluded from this cover* or outside the validity dates of the *Insured Card*;
3. the medically foreseeable consequences of pre-existing *Illnesses* and/or *Accidents*, diagnosed and/or treated and for which any of the following was provided during the six months that preceded the request for assistance:
 - a medical consultation or treatment
 - a continuous stay in a hospital, a one-day hospital stay or outpatient treatment;
4. arrangements and payment for the transport referred to in paragraph 1.1 "Transport/Repatriation" for ailments or minor injuries which can be treated on the spot and do not prevent the *Insured Person* from continuing his/her trip;
5. requests for assistance in relation to a medically assisted conception or voluntary termination of pregnancy, as well as full-term delivery (as of 37 weeks of amenorrhoea) involving no pathology affecting either the mother and/or the new-born;
6. requests relating to reproduction or child-bearing as a surrogate for another person and its consequences;
7. expenses invoiced by local emergency care organisations;
8. medical, surgical and pharmaceutical costs incurred in *the Country of Residence* whether or not these result from an *Illness* or *Accident* that occurred outside *the Insured Person's Country of Residence*;
9. optician's costs (spectacles or contact lenses for example), cost for medical aids and prostheses (especially dentures);
10. costs relating to payment for pathologies of a non-emergency nature, cost of purchasing vaccines and having vaccinations, costs for medical examinations or treatment prescribed in *the Country of Residence*, costs of medical or paramedical services or the purchase of products which are not recognised as having a therapeutic nature under French legislation;
11. the consequences of incidents occurring during sports events, races or competitions (or their trials) of any kind whatsoever, subject to regulations in force for prior approval by public authorities, when the *Insured Person* is taking part in them as a competitor;
12. the consequences of an *Accident* that occurs when the *Insured Person* engages in any of the following activities:
 - bungee jumping and diving using a self-contained breathing apparatus, when these activities are not monitored by a certified professional;
 - any of the following sports or leisure activities, whether practiced individually or during a competition or other event organised by a sport federation: skeleton, bobsledding, ski jumping, off-trail skiing or other off-trail snow-gliding activity, mountain climbing above 3,000 m, rock climbing, spelunking, gliding including hang-gliding and para-gliding, skydiving and free-falling, and any sport or other activity that is engaged in with or from a motorised ultralight aircraft, as defined in the French civil aviation code;
13. travel undertaken for the purpose of diagnosis and/or treatment;

14. the consequences of civil or foreign war, countries with acknowledged political instability or affected by people's movements, riots, acts of terrorism, reprisals, restrictions on the free movement of persons and goods, strikes, explosions, natural disasters, atomic or nuclear explosion, or any other case of *force majeure*;
15. the consequences:
 - of infectious risk situations in an epidemic scenario,
 - exposure to infectious biological agents, chemical agents of a combat gas type, incapacitating agents, radioactive agents or to neurotoxins or residual neurotoxic effects, requiring a quarantine period or specific preventive or monitoring measures or recommendations by the international health authorities or the local health authorities,
16. regarding natural and/or human pollution;
17. the consequences of the voluntary absorption by the *Insured Person* of a medicine, a drug or a narcotic substance among those listed in the French Public Health Code (*Code de la santé publique*) that was not medically prescribed, and/or of the *Insured Person's* consumption of alcohol;
18. the *Insured Person's* suicide or attempted suicide;
19. damage of any kind that is intentionally caused or provoked by the *Insured Person* or with his/her complicity, or which arises from the *Insured Person's* wilful misconduct or fraudulent fault of the *Insured Person* except in a case of self-defence or assistance to a person in danger;
20. thermal spa treatments, beauty treatments and their potential consequences, convalescent home stays, rehabilitation, physiotherapy, physical therapy, chiropractic care, medical check-up visits and associated expenses ;
21. the consequences of an *Accident* incurred by the *Insured Person* during his/her professional activity or an activity that is associated with his/her professional activity, including training or an internship, for his/her stay.

EXCEPTIONAL CIRCUMSTANCES

Visa Assistance cannot be held liable for failure to perform services or in delays in performing assistance services:

- ✓ Following a case of *force majeure* or of events such as strikes, riots, known political instability, reprisals, embargoes, economic sanctions (summary of restrictive measures by country available on the website of the French Ministry of the Economy at <https://www.tresor.economie.gouv.fr/Ressources/sanctions-financieres-internationales>), movements by the people, restrictions on the free circulation of property and people, sabotage, terrorism, civil or foreign war, consequences of the effects of a radioactivity source, natural disasters or any other fortuitous case;
Information is also provided for each country in the section entitled "Advice to travellers" of the website of the French Ministry of Foreign Affairs and International Development at <http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/conseils-par-pays>
- ✓ In the event of delays and/or being unable to obtain administrative documents such as entry and exit visas, passports etc, required for the transport of the *Insured Person* within or outside the country where he/she is located or his/her entry into the country recommended by the doctors of *Visa Assistance* to be hospitalised there;
- ✓ In the event of recourse to local public services or organisations which *Visa Assistance* is required to call upon by virtue of local and/or international regulations.
- ✓ In the event of restrictions that are liable to be contested by companies transporting people (in particular airlines) for people suffering from certain pathologies, or for expectant mothers, restrictions applicable through to the beginning of transport and liable to be modified without further notice (and for airlines: medical examination, medical certificate etc.). Accordingly, the repatriation of these people will only be possible if the transport company offers no opposition to doing so, and, naturally, if there is no unfavourable medical opinion regarding the health of the *Insured Person* or of the child to be born.

CHAPTER 7 – LEGAL FRAMEWORK

COMPLAINTS HANDLING PROCEDURES

If an *Insured Person* is not satisfied with the handling of his/her claim, he/she must first of all inform their usual contact at *Visa Assistance* to allow them to understand the nature of the problem and seek solutions to it.

In the event of disagreement on the solutions proposed, the *Insured Person* may send a complaint by e-mail to the following electronic address:

reclamation@votreassistance.fr

(or by letter to:

AWP FRANCE SAS
Complaints Department
TSA 70002 – 93488 Saint-Ouen Cedex)

The *Insured Person* will receive an acknowledgement of receipt within ten (10) working days (excluding Sundays and public holidays) from receipt of the complaint, unless the response to the complaint has already been sent to him or her within that interval.

A response will be sent to the *Insured Person* within two (2) months after the date of receipt of the complaint, unless there are specific circumstances, of which Fragonard Assurances will inform him/her.

If the disagreement is not resolved after Fragonard Assurances has exhausted all internal means and procedures, the *Insured Person* may refer the matter to the independent ombudsman, which may be contacted at the following addresses:

La Médiation de l'Assurance
<http://www.mediation-assurance.org>

LMA
TSA 50110
75441 Paris Cedex 09.

As a member of the LMA, Fragonard Assurances provides a mediation procedure which *Insured Persons* and third parties may use for dispute settlement. This procedure is governed by the 10 rules of the Insurance Mediation Charter (*Charte de la Médiation de l'Assurance*).

REGULATORY AUTHORITY

Regulated by *l'Autorité de Contrôle Prudentiel et de Résolution* (French banking and insurance industry regulatory authority), 4 place de Budapest – CS 92459 - 75436 Paris Cedex 09 - www.acpr.banque-france.fr.

PROTECTION OF PERSONAL DATA

Data Controller

The processing of personal data shall be governed by the amended French Data Protection Act [loi "Informatique et Libertés"] of 6 January 1978 and Regulation (EU) 2016/679 concerning the protection of natural persons in respect of processing personal data and the free movement of such data, and by any associated regulation or instrument, as well as by any applicable act, regulation, regulatory requirements and codes of conduct covering data protection and any other legislation, regulation, rules and codes of conduct that transpose or replace the foregoing.

Under the terms of the Assistance Agreement, Fragonard Assurances is liable for processing the personal data of the *Insured*, such as defined by the laws and regulations governing data protection.

The Issuing Bank of the *Insured Card* is responsible for processing (i) the personal data relative to the subscription for the *Insured Card* that enables the *Insured* to benefit from the Assistance Services, as well as (ii) certain data concerning qualitative business intelligence services for which Visa Europe Limited acts as a subcontractor of the Issuing Banks under the regulations applicable to data protection.

Data collected

The different types of personal data are collected and processed in accordance with the following:

- data covering the identification of persons who are parties to, interested in or who intervene under the Assistance Agreement and
- any other data required to contract and/or execute the Assistance Agreement.

Within this framework, "sensitive personal data" in the context of the applicable regulations, and particularly data concerning the

health of the *Insured*, may be collected and processed.

Data collection and processing

Personal data supplied by the *Insured* and such data received from third parties (such as from doctors, for instance) are collected and processed for a certain number of purposes and subject to the express permission of the *Insured*, unless the latter is not required by applicable laws and regulations, as indicated below:

Purposes	Is express consent necessary ?
<ul style="list-style-type: none"> Administration of the Assistance Agreement (e.g. execution of the contract, implementation of assistance services and claims processing, investigations and estimates necessary to determine the existence of the covered event and the amount of compensation to be paid or the type of assistance to be provided, etc.) 	<ul style="list-style-type: none"> Yes, if necessary. However, in cases where personal data must be processed as part of contract execution and/or processing of the claim, the explicit consent of the <i>Insured</i>, will not be requested.
<ul style="list-style-type: none"> In order to conduct quality checks on the services provided, in order to evaluate, and ideally improve, the <i>Insured's</i> level of satisfaction 	<ul style="list-style-type: none"> No. Fragonard Assurances has a legitimate interest in contacting the <i>Insured</i> after handling a claim or providing a service so that Fragonard Assurances can make sure that it has fulfilled its contractual obligations to the <i>Insured's</i> satisfaction. However, the <i>Insured</i> has the right to object to this by contacting Fragonard Assurances as indicated in section "Contact" below.
<ul style="list-style-type: none"> For debt recovery management 	<ul style="list-style-type: none"> No, if the processing of the <i>Insured's</i> data - even if this involves sensitive categories of personal data - proves necessary for the establishing, exercise or protection of rights in legal proceedings, which Fragonard Assurances may also invoke in respect of the <i>Insured's</i> legitimate interest.
<ul style="list-style-type: none"> Regarding the prevention and combating of fraud and money laundering and compliance with regulations applicable to economic sanctions, including, where applicable and as an example, the comparison of the <i>Insured's</i> information with that featuring in previous claims, or the verification of the current claim filing procedures. 	<ul style="list-style-type: none"> No. It is understood that the detection and prevention of fraud and money laundering and compliance with the regulations applicable to economic sanctions constitutes a legitimate interest of the Data Controller. Fragonard Assurances is therefore entitled to process the <i>Insured's</i> data for this purpose without having first obtained his/her consent.
<ul style="list-style-type: none"> Compliance with any legal obligation (e.g. those obligations derived from the laws related to insurance policies and insurance activities, regulations on tax, accounting and administrative obligations) 	<ul style="list-style-type: none"> No, insofar as these processing activities are specifically and legally authorised.
<ul style="list-style-type: none"> To produce statistical and qualitative analyses on the basis of compensation claim data and frequency 	<ul style="list-style-type: none"> If Fragonard Assurances carry out one of these processing activities, the personal data used will be rendered anonymous. Therefore, any such 'anonymous' data will no longer be considered as "personal" data and the <i>Insured's</i> consent will not be required.
<ul style="list-style-type: none"> For verification purposes, for Fragonard Assurances to comply with statutory obligations or internal procedures 	<ul style="list-style-type: none"> No. Fragonard Assurances may process the <i>Insured's</i> data in connection with internal or external audits, which may be required either by law or the own internal procedures of Fragonard Assurances. Fragonard Assurances will not request the <i>Insured's</i> consent for these processing activities if they are justified by virtue of the relevant regulations or in respect of the <i>Insured's</i> legitimate interest. However, Fragonard Assurances will make sure that only the personal data that is strictly necessary will be used and that it is processed in complete confidentiality. Internal audits are usually carried out by the parent company of Fragonard Assurances.

In respect of the purposes mentioned above, for which it is indicated that the explicit consent of the *Insured* is not required or in cases where Fragonard Assurances needs such personal data for contract subscription and/or for claim management purposes, personal data will be processed according to Fragonard Assurances's legitimate interests and/or in compliance with its legal obligations.

The personal data of the *Insured* will be required for any purchase of products and services. In the event the *Insured* does not wish to provide such data, Fragonard Assurances shall not be able to guarantee access to the products and services requested or those likely to be of interest to the *Insured* or even to extend offers adapted to their specific requirements.

Recipients of the data

Within the context of the purposes listed, the personal data of the *Insured* may be divulged to the following parties:

- Issuing Bank of the *Insured Card* in the framework of qualitative business intelligence, via its subcontractor, the Visa Europe Limited company,
- Public sector entities,
- Other companies in the group to which Fragonard Assurances belongs, as well as other insurers and reinsurers.
- Data processors, working under the responsibility of Fragonard Assurances: other group companies to which Fragonard Assurances (including AWP France SAS) belongs, subcontractors, technical consultants, experts, lawyers, claims experts, repairers, service providers, doctors and service companies delegated to handle Fragonard Assurances operations (claims, IT, postal services, document management).

Moreover, the personal data of the *Insured* may be shared in the following instances:

- in the event of an anticipated or actual reorganisation, merger, sale, joint venture, cession, transfer or other disposal of all or part of the business of Fragonard Assurances, of its assets or its holdings (notably under insolvency proceedings or other similar proceedings); and
- in order to comply with any legal obligation, including obligations resulting from decisions made by the ombudsman in the event the *Insured* submits a complaint concerning one of the products or services of Fragonard Assurances.

Data transfer

The personal data of the *Insured* may be processed as much inside as outside the European Union (EU) by the parties specified in the "Recipients of the data" section, and still subject to contractual restrictions in respect of confidentiality and security, in compliance with the laws and regulations applicable to data protection. Personal data are not divulged to parties unauthorized to process them.

Each transfer of personal data for purposes of processing them outside the EU by another company of the group to which Fragonard Assurances belongs will be made according to internal company rules, approved by the Regulatory Authority overseeing the group, establishing adequate data protection rules that are legally binding on all the group's companies. The *Insured* may learn about these internal company rules and the countries in question, outside of the EU, by contacting AWP France SAS as indicated in the "Contact" section. When the internal company rules are not applicable, measures shall be taken to guarantee that the personal data transfer outside of the EU is done with adequate protection, in the same way as if it were a transfer within the EU. The *Insured* may obtain information about the protective measures in place for these types of transfers (e.g. standard contractual clauses) by contacting AWP France SAS as indicated below.

Rights of the *Insured* in respect of their personal data

Where the laws or regulations in force permit, the *Insured* shall have the right to:

- access their personal data and to learn their origination, the objectives and purposes of processing such data, information concerning data controllers, data processors and recipients of the potentially divulged data;
- withdraw their consent at any time in the event such consent is required for processing their personal data;
- update or rectify their personal data to ensure they are always accurate;
- delete personal data from the systems if their conservation is no longer necessary for the purposes indicated above;
- restrict processing of their personal data under certain circumstances;
- oppose processing of their personal data in the data controller's departments or request that processing the said data should cease;
- obtain their personal data in electronic format for their own personal use or that of their new insurer; and
- submit a complaint to the competent data protection authority - *Commission Nationale de l'Informatique et des Libertés (CNIL)*.

The *Insured* may exercise these rights by contacting the data controller as indicated below.

The *Insured* is informed of the existence of the "Bloctel" telephone subscriber list to which they can add their name to stop cold calling: <https://conso.bloctel.fr>.

Moreover, the *Insured* have the possibility of giving directives regarding the conservation, deletion, and communication of their personal data following their demise.

Data conservation duration

The personal data of the *Insured* are kept for a period of two (2) years as of the date of the end of the Assistance Agreement or in compliance with the specific conditions listed below:

- In the event of a claim – two (2) years as of the settlement of the claim.
- In the event of a claim entailing bodily injuries – ten (10) years as of the claim.
- For any information concerning claims – two (2) years as of the receipt of the claim.
- For any information concerning the Assistance Agreement – two (2) years as of expiry, termination, or cancellation.

The specific durations may be applicable under tax and accounting obligations, in compliance with the regulations in force.

Personal data are kept no longer than necessary. They shall only be retained for those purposes for which they have been obtained.

Contact

For any question concerning the use of personal data as well as to exercise their rights, the *Insured* may contact AWP France SAS via an e-mail or regular mail:

AWP France SAS
Personal Data Protection Department
7 rue Dora Maar - 93400 Saint-Ouen
E-mail: informations-personnelles@votreassistance.fr

Under its risk control and anti-fraud policy, AWP France SAS reserves the right to conduct any verifications of the information and, if needed, to refer matters to the competent authorities under the legislation in force.

For any questions concerning the use of their personal data within the framework of their subscription to the *Insured Card* and of qualitative business intelligence and to exercise their rights, the *Insured* may contact the Issuing Bank whose details are available in the contract covering the *Insured Card*.

APPLICABLE LAW

The Assistance Agreement comes under French law. The Assistance Agreement is carried out in French.

SUMMARY TABLE OF ASSISTANCE SERVICES

The following table summarises the assistance services; their terms and conditions and application procedures are described above.

Assistance services	Country of Residence in France		Country of Residence outside France		Reference article
	Trip in the Country of Residence	Trip Abroad	Trip in the Country of Residence	Trip Abroad	
Transport / Repatriation	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	1.1
Return of accompanying parties insured	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	1.2
Presence at bedside in case of <i>Hospitalisation of the Insured person</i>	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	1.3
Payment of the <i>Accommodation costs</i>	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	1.4
<i>Costs of extending accommodation</i>	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	1.5
Accompaniment of <i>Children</i> less than 15 years old	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	1.6
Child care for children aged under 15 years	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	1.7
Repatriation of <i>pets</i>	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	1.8
Advance for <i>Hospitalisation costs</i>	no	yes ⁽¹⁾	no	no	1.9
Top-up reimbursement of medical expenses	no	yes ⁽¹⁾	no	no	1.10
Transmission of urgent messages	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	1.11
Reimbursement of telephone costs	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	1.12
Death of <i>Insured person</i> -Transport of body	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	2.1
Death of <i>Insured person</i> – Return of other <i>Insured person(s)</i>	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	2.2
Early return of <i>Insured person</i>	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	3
Assistance in the event of legal proceedings:					
- Advance of bail bond	no	yes ⁽¹⁾	no	yes ^{(1) (2)}	4
- Advance of lawyer's fees	no	yes ⁽¹⁾	no	yes ^{(1) (2)}	4
- Reimbursement of lawyer's fees	no	yes ⁽¹⁾	no	yes ^{(1) (2)}	4

(1) During the first 90 days of travel.

(2) **The service does not apply to travelling in France.**

Insurer

AXA FRANCE VIE
313, Terrasses de l'Arche 92727 NANTERRE cedex,
Public limited company (SA) governed by the French
Insurance Code,
with capital of €487,725,073
registered with the Nanterre Register of Business and
Companies under no. 310 499 959

Subscriber

VISA EUROPE LIMITED
Company established under English law whose registered
office is located at
1 Sheldon Square, London W2 6TT, United Kingdom,
registered under number 5139966

Acting through its French branch
Located at 21 Boulevard de la Madeleine, 75001 Paris,
Registered with the Paris Companies' Register under no.
509 930 699

PERSONAL TRAVEL ACCIDENT INSURANCE
VISA CARD
PRIVATE AND PROFESSIONAL TRAVEL
Notice no. 8314/2016/4006
Insurance Information Notice

This Information Notice, constituting the General Terms and Conditions, is governed by the French Insurance Code and prepared in accordance with Article L112-2 of the French Insurance Code. It describes the benefits, exclusions and obligations of the *Insurer* and the *beneficiaries* (hereinafter referred to as "the *Insured*") under the insurance policy taken out by Visa Europe Limited, appointed by the Issuing Bank of the *Insured Card* in accordance with Article L112-1 of the French Insurance Code on behalf of the *Insured* person designated below.

For a better understanding of the insurance benefits, the words in *italics* are defined in this document.

CHAPTER 1 INFORMING THE INSURED

The Issuing Bank of the *Insured Card* undertakes to give the holder of the *Insured Card* this Information Notice, which defines this benefit and details of its commencement as well as the steps to be taken in the event of a *Claim*.

The Bank issuing the *Insured Card* has appointed Visa Europe Limited to execute and sign an insurance policy, the subject of this Information Notice, for the benefit of holders of the *Insured Card*, in accordance with the provisions of Article L.112-1 of the French Insurance Code. Proof that this Information Notice has been given to the holder of the *Insured Card* along with the information related to contractual amendments must be furnished by the bank issuing the *Insured Card*.

In the event of any change to the terms and conditions or in the event of termination of the insurance policy, the Issuing Bank of the *Insured Card* shall inform the holder of the *Insured Card*, by any means it finds appropriate, under the conditions set forth in the general terms and conditions of the *Insured Card* contract signed with the Issuing Bank.

When an *Insured* would like further details about the terms and conditions of application of the insurance benefits, he or she may contact:

His or her bank adviser

Or via the website: www.visa-assurances.fr

Or by telephone Mondays to Saturdays, 8 a.m. to 8 p.m.

Tel. (from France*): 04 86 91 01 25

Tel. (from abroad): + 33 4 86 91 01 25

(*) Subject to the price of a national call (calls made from France) or international call (calls made from abroad), according to each carrier's plans.

CHAPTER 2 MISCELLANEOUS PROVISIONS

Commencement and termination of this insurance policy

The *Insured* shall be covered by the benefit of this policy from the date of issue of the *Insured Card* and throughout its term of validity.

The benefit of this policy shall end, for each *Insured*:

- in the event that the accreditation of the *Insurer* is fully withdrawn in accordance with Article L 326-12, paragraph 1 of the French Insurance Code,
- in any event, on the effective date of the termination of this policy if it is not renewed.

The non-renewal of this policy results in the termination of the benefit for each *Insured* starting from the effective date of this termination.

The insurance policy on behalf of the client took effect on **1 January 2017 at 12:00 a.m. for an initial term of 3 years and was renewed with effect from 1 January 2020 at 12:00 a.m. for the same term.**

This insurance policy on behalf of the client information notice is effective from **1 January 2020 at 12:00 a.m.** These provisions apply to *Claims* with a date of occurrence after 1 January 2020 at 12:00 a.m.

In the event of inconsistency or discrepancy between the French version and the English version of this information Notice, the French language version shall prevail.

Managing Broker

CWI Distribution, registered with ORIAS under number 07 002 871 (www.orias.fr), is the main point of contact of the *Insured* for any information relating to his insurance contract or the events arising therefrom.

Limitation by lapse of time

In accordance with the provisions of Article L. 114-1 of the French Insurance Code, all actions arising from an insurance policy must be taken within a limit of two years from the date of the event giving rise thereto.

However, this time limit runs:

- in cases of non-disclosure, omission, or false or inaccurate declaration with regard to the risk involved, only from the day when the *Insurer* had knowledge of it,
- in the event of a *Claim*, only from the day when the interested parties had knowledge of it, if they can prove that they were unaware until then.

When the *Insured's* action against the *Insurer* is caused by the introduction of a third party, the time limitation runs only from the day when this third party initiated a court action against the *Insured* or was indemnified by the *Insured*.

The limitation by lapse of time is increased to ten years in insurance policies covering accidents harming persons, when the *beneficiaries* are the successors of the deceased *Insured*.

In accordance with Article L.114-2 of the French Insurance Code, the limitation by lapse of time is interrupted by one of the ordinary causes of interruption of the limitation by lapse of time constituted by:

- any legal action, even in summary proceedings, or even brought before a court not having jurisdiction;
- any act of enforced execution, or any precautionary measure taken in application of the French Code of Civil Enforcement Procedures;
- any recognition by the *Insurer* of the right to benefit of the *Insured*, or any recognition of debt of the *Insured* towards the *Insurer*.

It is also interrupted by:

- the appointment of an assessor further to a *Claim*;
- the sending of a registered letter, or electronic registered mail, with acknowledgement of receipt sent by:
 - the *Insurer* to the *Insured* concerning the action for payment of the premium;
 - the *Insured* to the *Insurer* concerning the settlement of the indemnification.

In addition, the limitation by lapse of time is interrupted or suspended for the party who is unable to act owing to an impediment resulting from the law, an agreement or an event of force majeure.

In accordance with Article L. 114-3 of the French Insurance Code, the parties to the insurance policy may not, even by mutual agreement, change the length of the limitation by lapse of time or add to the causes for its suspension or interruption.

In the event of complaint

Without prejudice to the right to bring a legal action, if, after contacting his or her special contact CWI Distribution, a **disagreement persists, then the *Insured* can call on:**

1) AXA France's Customer Relations Department:

AXA Assurances Collectives
Service relation clientèle
313 Terrasses de l'Arche
92727 Nanterre Cedex.

The situation will be examined thoroughly.

The timescales for handling complaints by *Insureds* are as follows: an acknowledgement of receipt will be sent to them within 10 days and they will receive a response within 60 days (except in the event of special circumstances leading to a longer processing period, which the *Insured* will be informed of).

2) If the disagreement persists, the *Insured* may enlist the aid of the Insurance Mediator, an independent party, by contacting the association:

By email: www.mediation-assurance.org

By post: La Médiation de l'Assurance TSA 50110 – 75441 Paris Cedex 09.

This recourse is free.

The Mediator will formulate an opinion within 90 days after receipt of the complete file. The Mediator's opinion is not binding, and leaves the *Insured* the possibility of bringing proceedings before the French Court having jurisdiction.

The procedures for processing claims are described at www.visa-insurance.fr

Please note that, in order to optimise the processing time for your complaint, the chronology for each of the complaint handling steps mentioned above must be respected.

Courts of competent jurisdiction

The policy is governed exclusively by French law. The language used throughout the term of the policy is French. Any dispute arising from the execution, breach, or interpretation of this policy shall be under the exclusive jurisdiction of the French courts.

Penalties in the event of false declaration

Any failure to declare all relevant facts and any deliberately false declaration, omission or inaccuracy shall be penalised, even if it has no influence on the *Claim*, as provided for in Articles L.113-8 and L.113-9 of the French Insurance Code.

Personal Data

As part of the insurance policy, the *Managing Broker* and the *Insurer* will be jointly responsible for the processing of the data of the *Insured*.

The Bank Issuing the *Insured Card* is responsible for the processing (i) of personal data relating to the application for the *Insured Card* which allows the *Insured* to enjoy the insurance benefits as well as (ii) certain data relating to the qualitative watch services for which Visa Europe Limited acts as a subcontractor within the meaning of the applicable data protection laws.

The *Managing Broker*, the *Insurer* and the Issuing Bank undertake to comply with the legal obligations regarding the processing of personal data, in accordance with the Data Protection Act of 6 January 1978 and the General Data Protection Regulation (GDPR) and any related regulations or instruments, as well as any other applicable laws, regulations, regulatory requirements and codes of conduct regarding data protection or any other laws, regulations, rules and codes of conduct that transpose or replace the foregoing.

The information provided by the *Insured* is mandatory and, in the event of false declarations or omissions, the consequences for the *Insured* may be the nullity of the policy (Article L 113-8 of the French Insurance Code) or reduction of the indemnification (Article L 113-9 of the French Insurance Code).

The personal data will be used by the *Managing Broker* for the daily management of the insurance policy and its benefits, while the *Insurer* will access it only occasionally to assist the *Insured* on certain specific *Claims*.

In addition to the day-to-day management of the policy, personal data may be used for the following purposes:

- (i) To manage the risks of supplementary health insurance, supplementary pension, civil liability and in the management of annuities
- (ii) To fulfil the regulatory obligations in accordance with Article L. 561-1 et seqq. of the French Monetary and Financial Code and as part of an anti-insurance fraud processing
- (iii) To manage a dispute
- (iv) To improve the monitoring of the quality of services and the training of staff (including the recording of telephone conversations with the departments of the *Managing Broker*)
- (v) To conduct research and development in order to improve the quality or appropriateness of their future insurance products and service offerings (including analysis and cross-referencing with those of selected partners, to improve the products offered, assess or predict the situation of the *Insured*, or personalize his/her customer path).
- (vi) To conduct a qualitative watch (questionnaires, polls and surveys related to insurance benefits).

The personal data of the *Insured* will be kept for the length of time necessary for these purposes, or for the duration specifically provided for in the guidelines of the regulatory authority or the law (legal requirements).

For effecting the qualitative watch, the data of the *Insured* will only be communicated to the Bank Issuing the *Assured Card*, via its subcontractor Visa Europe Limited. For other purposes, the data of the *Insured* will only be communicated to companies in the group of the *Insurer*, of the *Managing Broker*, the reinsurers, and authorised professional bodies who need access to the m for carrying out these purposes. The *Managing Broker*, the *Insurer* and the Issuing Bank may use subcontractors to conduct specific processing activities.

For those recipients located outside the European Union, such assignment is limited (i) to the countries listed by the European Commission as sufficiently protecting the data (ii) to recipients observing either the standard contractual clauses proposed by the European Commission, i.e., the binding corporate rules (BCR) or (iii) companies that are members of the "Privacy Shield" agreement (United States).

The *Managing Broker*, the *Insurer* and the Issuing Bank undertake to comply with the obligations of security measures in accordance with applicable data protection regulations.

The *Managing Broker* and the *Insurer* are legally obliged to verify that the data of the *Insured* are accurate, complete and, if necessary, up to date. They will thus be able to ask the *Insured* for verification or completion of the file (for example by recording the email address from an email from the *Insured*).

The *Insured* may request access, rectification, erasure or portability of the data, set guidelines for their fate after death, choose to limit their use or object to their processing. If the *Insured* has given a special and express authorisation for the use of some of their data, they may withdraw it at any time provided that it is not information that determines the application of the policy or that there are no regulatory obligations to preserve them.

To exercise their rights, the *Insured* must write to the *Managing Broker*: CWI Distribution - for the attention of the Data Protection Officer - Visa Department - Management Department, CS 60569 - 13594 Aix en Provence Cedex 3.

To exercise their rights regarding data processing related to application for the *Insured Card* and the qualitative watch, the *Insured* must write to the Issuing Bank whose details are contained in the general terms and conditions of the policy of the *Insured Card* with the Issuing Bank.

In the event of complaint, the *Insured* may choose to refer it to the National Commission for Data Processing and Civil Rights (in French, CNIL).

Commission de Contrôle (Control Commission)

The *Insurer* is a company governed by the French Insurance Code and is therefore subject to the Prudential Control and Resolution Authority (ACPR) – Insurance Sector, located at 4 place de Budapest, CS 92459, 75436 Cedex 09.

Commitment of the Insurer

The *Insured* is exclusively covered for the amount linked to the cover of his or her *Insured Card*. If the holder of the *Insured Card* holds other cards from the Visa Card range, the *Insured* is only covered by the insurance linked to the *Insured Card* and may not accumulate such coverage with benefits provided for by other notices in the framework of the policy taken out by the Visa Europe Limited Subscriber.

CHAPTER 3 GENERAL DEFINITIONS

For a better understanding of the insurance benefit, you will find below the definitions of the terms, printed in italics in this Information Notice and applicable to the benefit.

Each benefit description may include specific definitions.

Accident

Any sudden action external to the victim causing damage or bodily injury. **It is specified that the sudden occurrence of an illness shall not be considered an Accident.**

Insured Accident

An *Accident* in which the *Insured* is involved during an *Insured Trip* when travelling as a simple passenger on a *Means of Public Transport* with a transport document fully or partially paid for by means of the *Insured Card*.

Accidents are also insured when they occur when travelling by the most direct route to and from an airport, a railway station, or a terminal from the place of residence, the usual place of work, or the place where the *Insured* is staying and vice versa:

- As a passenger on a *Means of Public Transport*
- As a passenger or driver of a private vehicle
- As a passenger or driver of a *Hire Vehicle* provided that such hire was fully or partially paid for by means of the *Insured Card*.

Insured

The following persons are considered *Insured*, whether they travel together or separately during the *Insured Trip*:

The holder of the *Insured Card*, referred to in this Information Notice by the pronoun "you", and his or her spouse or common-law partner* living under the same roof and able to provide proof thereof.

- Their unmarried children under the age of 25 and dependent thereon for tax purposes and, where applicable, their children born while this insurance policy is in force
- Their adopted, unmarried children under the age of 25 and dependent for tax purposes, as of the date of registration of the probate of adoption on the French Register of births, marriages, and deaths
- Children under age 25 of the holder of the *Insured Card* or of his or her spouse or common-law partner, from a previous union and who are dependent on one of their two parents for tax purposes
- Their ascendants and descendants holding a disability card with a permanent disability rate of at least 80% (Art L.241-3 of the French Social Action and *Family Code*), living under the same roof as the holder of the *Insured Card* according to the terms of Article 196 A bis of the French General Tax Code and:
 - Dependent for tax purposesor
 - To whom are paid, by the holder of the *Insured Card*, his or her spouse, or his or her common-law partner, support allowing them to take a deduction on their income tax return

The following persons are considered *Insured* only when they are staying with their grandparent holding the *Insured Card* and exclusively for the duration of the trip with their grandparent:

- Unmarried grandchildren under the age of 25

* Proof of the civil union contract (PACS) shall be furnished by a PACS certificate, and proof of the common-law partnership shall be furnished by a cohabitation contract or, failing this, a sworn statement of common-law marriage accompanied by proof of residence in the names of the *Insureds*, issued prior to the date of the *Claim*.

Insurer

- AXA FRANCE VIE for the Death and Disability benefit, hereinafter referred to as the pronoun "us".

Beneficiary

- In the event of accidental death of the holder of the *Insured Card*:

- ✓ Any person designated by him or her by means of a registered letter with acknowledgement of receipt sent to CWI Distribution.

At any time, you may change the designated *Beneficiary*(ies). Any change or new notification of a *Beneficiary* will be effective as of the date on which you send your registered letter with acknowledgement of receipt to CWI Distribution, as attested by the postmark date.

In the event of death of the named *Beneficiary* and in the absence of any new notification of a *Beneficiary* before the amounts due become payable, such amounts are paid in the order set out below:

- ✓ To the surviving spouse of the *Insured*, provided that he or she is neither divorced nor separated, or to his or her common-law partner
 - ✓ Failing this, to the legitimate, legally recognised, or adopted children of the *Insured*, either living or represented, in equal shares
 - ✓ Failing this, to the grandchildren of the *Insured* in equal shares
 - ✓ Failing this, to the mother and father of the *Insured* in equal shares
 - ✓ Failing this, to the brothers and sisters of the *Insured* in equal shares
 - ✓ Failing this, to the heirs of the *Insured*.
- In the event of accidental death of another *Insured* and/or the holder of the *Insured Card* without any specifically named *Beneficiary*, the amounts to be paid in the event of accidental death of the *Insured* shall be paid in the order indicated above.
 - In the event of Total Permanent Disability or Partial Permanent Disability:
 - ✓ The *Insured*, unless in one of the cases of invalidity provided for by Article 489 of the French Civil Code. The amount payable will then be paid to the legal representative of the *Insured*.

Insured Card

Visa Card from the Visa Card Range.

Civil War

Civil War means the opposition, whether or not declared, or any other warlike or armed activity of two or more parties belonging to a same State and involving opponents of different ethnic groups, religion or ideology. The following shall be considered *Civil War*: an armed rebellion, a revolution, a revolt, an insurrection, a coup d'état, the consequences of martial law or of the closure of a border ordered by a government or local authorities.

Foreign War

Foreign War means war, whether declared or not, or any other warlike activity, including the use of military force by any sovereign nation for economic, geographic, nationalist, political, racial, religious or other purposes. The following shall also be considered *Foreign War*: an invasion, insurrection, revolution, the use of military power or the usurpation of government or military power.

Family

All persons having the capacity of *Insured*

Partial Permanent Disability

- Loss of an arm
- Loss of a leg
- Total loss of sight in one eye

Total Permanent Disability

- Loss of both arms or Loss of both legs
- Loss of one arm and Loss of one leg
- Total loss of sight in both eyes
- Total loss of sight in one eye and Loss of one arm or Loss of one leg
- Total Permanent Disability

Total Permanent Disability

The inability to exercise one's profession or do any paid work and requiring the presence of a third person on a full-time basis to accomplish everyday tasks as defined by the French Social Security (Article L.341-4 of the Code de la Sécurité Sociale [French Social Security Code] 3rd category).

Means of Public Transport

Means of mass passenger transport (by land, sea, river, or air) authorised to carry passengers for a fee with a transport licence.

Loss of an arm

Amputation of the limb from the wrist or the total and permanent loss of use of the limb.

Loss of a leg

Amputation of the limb from the ankle or the total and permanent loss of use of the limb.

Total loss of sight in both eyes

When the *Insured* is classified by French Social Security as a disabled person in the 3rd category.

Total loss of sight in one eye

Loss of an eye means the permanent reduction of sight to at least 3/60 on the Snellen scale.

Claim

The occurrence of a happening of such nature that it results in one of the benefits of the present insurance policy being brought into effect. The date of the *Claim* is the date of occurrence of the harmful event, i.e. the event that constitutes the trigger event for the damage.

Biological Substances

Any pathogenic micro-organism (producing disease) and/or biologically produced toxin (including genetically modified organisms and chemically synthesised toxins) capable of causing illness, disability, or death in humans or animals.

Chemical Substances

Any solid, liquid or gas which, depending on the use made thereof, is capable of causing illness, disability or death in humans or animals.

Nuclear Substances

All elements, particles, atoms, or substances that, by emission, discharge, dispersion, release, or escape of radioactive materials, emit a level of radiation by ionisation, fission, fusion, rupture, or stabilisation.

Territoriality

The benefit of the policy shall apply to the *Insured*, for the whole world, during an *Insured Trip*, **unless otherwise stipulated in the description of the benefit.**

Hire Vehicle

Any motorised land vehicle with four wheels and a registration number, in the private passenger or light-duty vehicle class, hired from a company specialising in car hires and charged fully or partially to the *Insured Card* prior to the occurrence of the *Claim*.

Companies offering car hire services between private individuals are not considered companies specialising in car hires.

Insured Trip

Any travel or stay, **made exclusively for business purposes, for a period not exceeding 180 consecutive days, and at a distance greater than 100km** from the *Insured's* primary residence or normal place of work.

The travel or stay must be paid for fully or partially using the *Insured Card* and prior to the date of occurrence of the *Claim*.

In the event of a *Claim*, it is the responsibility of the *Insured* to provide the documentary evidence proving that the *Insured Trip* was paid for using the *Insured Card*.

CHAPTER 4 DESCRIPTION OF THE BENEFIT

ARTICLE 1 - INSURING CLAUSE

We will pay to the *Beneficiary* the amounts of compensation listed below:

- **In case of Accidental Death:**

When an *Insured*, victim of an *Insured Accident* occurring during an *Insured Trip*, dies as a result thereof within 100 days of the date of the *Insured Accident*, the *Insurer* shall pay the *Beneficiary(ies)* a lump sum whose amount is fixed at **€46,000**.

- **In the event of Accidental Permanent Disability:**

When an *Insured* suffers *Permanent Disability*, following an *Insured Accident* occurring during an *Insured Trip*, the *Insurer* shall pay the *Beneficiary(ies)* a lump sum whose amount is fixed at:

- **€46,000** if the *Insured* suffers from *Permanent Total Disability*,
- **€23,000** if the *Insured* suffers from *Permanent Partial Disability*.

ARTICLE 2 - LIMIT OF OUR COMMITMENT

Regardless of the number of *Insured Cards* used for payment, our commitment limit is set at €46,000 per *Claim* and per *Insured*.

No *Insured Accident* shall grant entitlement to payment of both the accidental death benefit and the *Total Permanent Disability* or the *Partial Permanent Disability* benefit.

However, in the event of death of the *Insured* within 2 years as a result of the same *Insured Accident* after receiving compensation for *Total Permanent Disability* or *Partial Permanent Disability*, we shall pay the amount due in the event of accidental death to the *Beneficiary* after deduction of the compensation already paid for the *Total Permanent Disability* or the *Partial Permanent Disability*.

ARTICLE 3 - INCEPTION, TERMINATION, AND TERM OF THE BENEFIT

Commencement of the benefit

The benefit shall be effective:

- From the moment the *Insured* leaves his or her place of residence or his or her usual place of work to travel, provided that the transport document was fully or partially paid for by means of the *Insured Card*,
- When hiring a vehicle, on the day and at the time of hiring the vehicle to set out on an *Insured Trip* and provided that such hire was fully or partially paid for using the *Insured Card*.

Termination of the benefit

The benefit shall cease to be effective:

- On the day and at the time the *Insured* returns to the first of either his/her place of residence or his/her usual place of work,
- When hiring a vehicle, upon returning the hired vehicle.

ARTICLE 4 – EXCLUSIONS

This policy does not cover the sequels and consequences of Accidents resulting from:

- ♦ Wilful or fraudulent misconduct by the *Insured*.
- ♦ The consequences of or being caused by an act of *Foreign War* and/or *Civil War*.
- ♦ The *Insured's* participation in brawls, crimes, bets, uprisings, riots, and civil commotion, except for legitimate self-defence, accomplishing a professional duty, or assisting a person in danger.
- ♦ Any *Claim* or any direct or indirect effect and/or consequence caused by any contact with and/or contamination by nuclear, biological, or chemical substances.
- ♦ Suicide or attempted suicide.
- ♦ Damage due to the direct or indirect effects of explosions, emission of heat or radiation caused by the transmutation of atomic cores and radioactivity as well as damage due to the effects of radiation caused by the artificial acceleration of particles.
- ♦ Bacterial infections except for pyogenic infections resulting from an accidental cut or injury.
- ♦ Any form of illness, *heart attack*, or ruptured aneurysm.
- ♦ Medical interventions or surgery unless they result from an *Insured Accident*.
- ♦ Any military activity (military time, military operations).
- ♦ *Accidents* caused by the use of non-prescribed drugs and medication and *Accidents* caused by an alcoholic state characterised by a rate of pure alcohol in the blood greater than or equal to the rate set by the French road traffic law in force on the date of the *Accident*.

CHAPTER 5 COMBATING MONEY LAUNDERING AND FINANCING OF TERRORIST ACTIVITIES

In their capacity as financial organisations, the *Insurer* and the *Managing Broker* are subject to the legal obligations arising in particular from the French Monetary and Financial Code with regard to the fight against money laundering and the financing of terrorism.

As such, they implement a policy monitoring process that may lead to the drafting of a suspicious transaction report or the application of a measure to freeze assets in accordance with the single authorisation given by the National Commission for Data Processing and Civil Rights (in French, CNIL) on 16 June 2011.

CHAPTER 6 HOW TO SUBMIT A CLAIM

ARTICLE 1 - TIME PERIOD FOR SETTLEMENT OF CLAIMS

According to the benefit in question, CWI Distribution or the *Insurer* shall pay the guaranteed compensation to the *Insured* or the *Beneficiary* or shall reimburse the costs and expenses incurred or the amount of the loss suffered, within **5 (five) working days** of receiving all information required to make such payment. The completeness of the file is confirmed by CWI Distribution and the *Insurer's* Consulting Physician depending on the benefit involved.

ARTICLE 2 - NOTICE OF CLAIMS

The *Insured* or the *Beneficiary* must submit any *Claim* likely to involve the application of the benefit provided for in this policy within **15 (fifteen) days** of the date on which the *Insured* or the *Beneficiary* becomes aware of it.

Failure to comply with this time period results in the loss of any right to benefit for the *Claim* in question if we prove that such delay in submitting the claim was detrimental to our interests; this provision does not apply if the delay is due to a fortuitous event or force majeure.

All *Claims* must be sent by the *Insured* or the *Beneficiary* to:

CWI Distribution
Visa CARD Service
CS 60569
13594 Aix en Provence Cedex 3
Tel. (from France*): 04 86 91 01 25
Tel. (from abroad): + 33 4 86 91 01 25
Mondays to Saturdays, 8 a.m. to 8 p.m.
Internet service: www.visa-assurances.fr

(*) Subject to the price of a national call (calls made from France) or international call (calls made from abroad), according to each carrier's plans.

In accordance with Article 1353 of the French Civil Code, it is up to the *Insured* to prove that he or she meets the validity conditions of the benefit. Any claim not supported by sufficient items and information to prove the materiality of the facts, may be rejected.

If the *Insured* knowingly makes false declarations concerning the nature and the causes, circumstances and consequences of a *Claim*, he or she shall lose all right to the benefit for the totality of this *Claim*.

The documents disclosed and presented by the *Insured* or the *Beneficiary* must be originals or certified copies:

- ✓ Proof of the *Insured's* capacity as injured person at the time of the *Claim*
- ✓ Proof of residence in the name of the *Insured* (if marital life without PACS or common-law partnership certificate)
- ✓ Proof of payment with the *Insured Card* for insured services: bank account statement and payment receipt or confirmation from the Issuing Bank, duly completed and sent to the *Insured* by CWI
- ✓ The documents representing the insured services: transport documents for the *Means of Public Transport*, hire contract for the *Hire Vehicle*
- ✓ Bank Account Details in the name of the holder of the *Insured Card*
- ✓ A death certificate or the medical certificates establishing the disabilities (medical expert report, etc.)
- ✓ The report drafted by the local authorities (police, fire fighters, etc.)
- ✓ The contact details for the Notary responsible for the succession
- ✓ A copy of an ID card for the *Insured* or the *Beneficiary*
- ✓ In the event of an *Insured Accident* that may result in disability, you will be required to submit to any expert examination required by the *Insurer*.

If the *Claim* requires the transmission of medical documents, these must be transmitted confidentially to the attention of the Consulting Physician of the *Insurer*.