

AMI ASSOCIATION

Information booklet EURO-PAX

*As a member of the AMI Association, you opted for the benefits subscribed by the Association with AGF Vie under contract number 080225/502 and with Gan Eurocourtage IARD under contract number 78 299 983.
The standard operating procedures of the benefits and their detailed description are defined in this booklet.*

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1/ General provisions

Eligibility – Enrolment

Members of the AMI Association, under 70 years of age, who are travelling outside of their country of origin for stays of less than 90 days in the Schengen countries (Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden).

Commencement of cover

Coverage applies for each eligible person upon acceptance from the Insurer.

Duration of cover

Coverage is according to the dates of travel mentioned on the contract which is delivered to you and up to a maximum of 90 days from the departure date.

For multiple entries Schengen visas, duration of cover is of 6 months or 1 year depending on the type of visa applied for. In both cases, stays in Schengen countries and related coverage are of a maximum of 90 days per semester.

Termination of benefits (or suspension) means the end of benefits for the Insured for all medical acts incurred after the termination date of coverage even if they started or were prescribed before the termination date.

Modification or cancellation of the contract

Any modification in the dates or cancellation of the contract is possible if requested prior to the effective date of the contract:

- Modification in the dates is possible only once and in the limit of the running calendar year.
- In case of cancellation, the contract can only be reimbursed upon written evidence and a 20 euros penalty shall be deducted.

The contract is concluded for a fixed period of time and cannot be cancelled or reimbursed while in force.

2/ Definitions

The terms and expressions used in this booklet shall have the following meaning:

Accident: any bodily harm not premeditated by the Insured and resulting from the sudden and unexpected effect from an external cause – excluding chronic or acute illnesses.

Dental care further to an accident: treatment has to be provided within 15 days and only for replacement of lost or damaged sane and natural teeth.

Emergency: term used in case of accident, natural catastrophe, commencement or sudden worsening of a serious illness requiring urgent medical attention and treatment of the Insured. Only medical treatment given by a doctor, general practitioner or specialist and a hospitalisation intervention in the twenty four (24) hours following the direct cause of the emergency will be considered as conditions to be reimbursed.

Deductible: the amount of the compensation payable by you.

Home address: by home address is meant your principal and usual residence in you country of origin.

Members of the immediate family: by members of the immediate family is meant the mother, the father, brothers and sisters.

Personal injury: any bodily harm suffered by an individual and the ensuing losses.

Damage to property: any harm done to, destruction of, change in, loss or disappearance of an item or substance, and also any physical harm done to an animal.

Consequential damage: any financial loss which is the consequence of the loss of use of a right, of the interruption of a service provided by a person or personal or immovable property, or of the loss of a benefit, and which is the direct consequence of damage to the persons and property insured hereunder.

3/ Medical fees cover

Area of cover

Medical fees must be incurred in the countries of the Schengen area only.

Coverage consists of reimbursement, subject to the further exclusions, of medical fees incurred further to an accident or an emergency and which are covered by the French Sécurité Sociale.

Reimbursement requests will be accepted only if the Insurer estimates that the amount of the bills and receipts that have been sent is reasonable and habitual. If not, the Insurer is entitled to reduce the amount of reimbursement.

Benefit amounts

Benefit amounts are equal to 100% of the medical expenses incurred up to a maximum of 30,000 euros per period of coverage.

There is a deductible of 30 euros per period of coverage. Maximum limit for dental care is 92 euros per period of coverage.

Benefits paid by the Insurer are complementary to benefits granted by a government plan or any other plan the Insured may be entitled to, in particular the benefits granted by the European health card.

Limit to real expenses

In accordance with Article 9 of law 89-1009 of December 31, 1989 and bill 90-769 of August 30, 1990, reimbursement or indemnification of fees due to illness, maternity or accident cannot exceed the amount of fees due by the Insured after reimbursements of any nature he is entitled to.

Coverage of the same nature contracted to other insurance companies apply up to the limit of each benefit whatever the date of subscription. Within this limit the beneficiary of the contract can obtain an additional indemnity joining details of reimbursement provided by the other companies. For application of the above mentioned clause, the limit of the amount of fees left to the Insured is indicated by the Insurer for every covered medical expense.

How to claim medical benefits

The Insurer is entitled to ask any Insured to provide the necessary information related to their personal data and claims for reimbursement.

The Insurer will be authorised to have access to their medical files, respecting the legal requirements of confidentiality.

Any information provided by the Insured or by one of his dependants that turns out to be erroneous, falsified or exaggerated or any fraudulent action of their own will involve the direct responsibility of the Insured and the recovery of the amounts of money paid by the Insurer without due cause on this incorrect basis.

In case of hospitalisation, surgical intervention, X-ray or medical treatment, a medical certificate must first be requested from us. It will be sent back to us, addressed to our medical examiner, after having been filled in by your doctor. In case of non respect of this provision, we are entitled to deny coverage.

In case of hospitalisation the Insured can ask for a full acceptance of liability in order to prevent him to advance fees.

Documents have to be sent to:

ACS, 153 rue de l'Université 75007 Paris – Tel: 00 33 (0)1 40 47 91 00

In case of hospitalisation :

all justificatory related to hospitalisation, bills, fee (unless there is a full acceptance of liability).

In case of sickness:

all detailed receipts, with prescriptions and claim forms including the appropriate stickers for the reimbursement of prescribed drugs.

The Insurer may require any further necessary document to process the claim.

Copy, photocopy or duplicates of bills will not be accepted.

If your insurance policy has been subscribed in the scope of a multiple entries Schengen visa, you shall justify the dates of coverage by addressing a photocopy of the travelling return ticket.

4/ Assistance cover

If you find yourselves in one of the situations referred to hereinafter, we will implement the services described, in accordance with the general and special conditions of your contract, following a simple telephone call (reversed charge or collect call accepted from abroad) or dispatch of a telex, fax or telegram.

In all cases, the decision to provide assistance and the choice of appropriate methods is at the sole discretion of the GAN EUROCOURTAGE doctor, after contacting the attending physician on site, and, where appropriate, the beneficiary's family. Only the medical interest of the beneficiary and compliance with the health regulations in force are taken into consideration when making a decision regarding transport, the choice of method of transport, and the possible place of hospitalisation.

Under no circumstances is GAN EUROCOURTAGE a substitute for the local emergency assistance organizations.

Repatriation/medical repatriation

We shall implement and cover the fees related to your repatriation to the nearest national airport to your home address in your country of origin if, during your stay in a Schengen country, you happen to suffer from a disease or are victim of an accident which requires you to interrupt your stay. The choice of transportation shall depend on your medical condition.

PRIOR APPROVAL FROM OUR COMPANY OR MEDICAL DEPARTMENT IS REQUIRED FOR ANY REQUEST OF ASSISTANCE.

In case of non respect of this provision, we are entitled to deny your claim.

Repatriation of mortal remains

In case of death consequent to an insured risk during your stay in a Schengen country, we will implement and pay for the fees of the repatriation of the body to the nearest national airport to your home address in your country of origin.

Accompanying person during repatriation, medical repatriation or repatriation of mortal remains

If you have to be evacuated as above mentioned, we organise and cover additional fees for the transportation of the insured members of your family or an insured person of this contract who is accompanying you, if the transportation tickets for the return trip cannot be used during your repatriation.

Searching fees

We are covering up to the limit mentioned in the table of benefits the searching fees at sea or in the mountain further to life threatening events. Only the expenses billed by a specialized company for these activities can be reimbursed.

5/ Exclusions for medical fees and assistance cover

Benefits which are not covered by the *French Sécurité Sociale* are excluded from the scope of this contract as well as the following expenses:

- **expenses related to pre existing conditions: consequent to accidents or illnesses which occurred prior to enrolment,**
- **prostheses fees and medical aids,**
- **thermal cure and convalescent home stays fees, rehabilitation fees,**
- **expenses incurred without our prior approval,**
- **expenses consequent to voluntary non-observance of local legislation in visited countries or to practise of activities prohibited by local legislation,**
- **trips undertaken for medical purposes,**
- **medical and surgical fees which may be delayed,**
- **pregnancy - except unpredictable complication - , in any case from the 6th month of pregnancy,**
- **consequences of an attempted suicide.**

6/ Personal legal liability cover

We cover the financial consequences of personal legal liability that you might incur, on the one hand, as a result of personal injury and/or damage to property, and on the other hand, the consequential losses therefrom, caused accidentally to anyone other than an insured party or a member of your family, through an act on your part or on the parts of persons, object or animals for which you have the care, custody or control, up to the following amounts:

- **cumulated personal injury, property damage and consequential damage: 4,575,000 euros**
- **damage to property and consequential damage only: 76,000 euros**
- **entrusted objects during a period of internship: 11,000 euros**
- **deductible per file: 80 euros**

Exclusions related to personal liability

Besides the exclusions given under the heading "Excluded risks for all benefits", we do not cover :

- **damage intentionally caused or provoked by you,**
- **damage resulting from the use of land motor vehicles, sailing and motor boats, and air navigation appliances,**
- **damage resulting from any professional activity,**
- **entrusted objects, except in the scope of an internship,**
- **the consequences of any material damage and/or personal injury affecting you personally, and members of your family or any other person who is an insured party pursuant to the contract herein,**
- **consequential damage except where it is the direct result of accidental damage to property and/or personal injury that is covered,**
- **damage caused by buildings or parts of building of which the Insured is the landlord, tenant or occupying person,**
- **damage resulting from the practice of air sports or from hunting.**

Limits of cover

Settlement – acknowledgement of liability

You should not accept any acknowledgement of liability, nor any settlement, without our prior and written agreement. However, simply acknowledging the materiality of certain facts is not considered to be an acknowledgement of liability, nor is the fact of having procured emergency help for a victim when this is an act of assistance that anyone would have a moral duty to provide.

You should advise us within 5 working days of any event likely to incur your civil liability, unless there is an unforeseen event or a case of *force majeure*; if this deadline is not adhered to and because of this we sustain a loss, then your cover will lapse.

Proceedings

If legal action is taken against you, we will ensure your defence and will supervise the proceedings for the facts and damage which come within the scope of the contract herein.

However, you may join in the lawsuit as long as you can establish a separate interest that is not taken charge of pursuant to the contract herein.

The mere fact of entering an appeal in your defence as a precaution may under no circumstances be interpreted in itself as an acknowledgement of cover, and in no way implies that we agree to be liable for the harmful consequences of events which would not be explicitly covered by the contract herein.

Even if you fail in your obligations after an accident, we are bound to compensate the people to whom you are liable. Nevertheless, in these cases, we retain the right to take legal action against you for reimbursement of all the sums that we have paid or provided on your behalf.

Redress

Insofar as the means of obtaining redress are concerned :

- We are entitled to act without reference to yourself before the civil, commercial or administrative jurisdictions, in relation to the cover provided under this contract,
- Before the criminal jurisdictions, redress may only be sought with your agreement,
- if the lawsuit pending before a criminal jurisdiction no longer relates to any interests but civil interests, refusal to give your agreement to our exercising the anticipated means of obtaining redress entails a right for us to claim compensation from you equivalent to the loss which resulted for us.

Costs of proceedings

We will be liable for the costs of the proceedings, discharges and other settlement costs. However, if you are ordered to pay a sum in excess of that of the cover, each of us shall bear these costs in proportion to their respective share in the sentence.

Prescription

In accordance with Article L 114-1 of the *French Code des Assurances*, any action deriving from the contract will be prescribed 2 years after the related event.

Nevertheless, this time period shall not apply:

- in case of reluctance, omission, false or inexact declaration of the incurred risk, only from the day the Insurer has been informed of the incurred risk.
- In case of claim, only from the day the insured persons have been informed, if they can prove they ignored it until then.

Subrogation

According to the *French Code des Assurances*, the recipient of the benefits gives subrogation to the Insurer in order to start any cross claim against any responsible third party.

7/ Excluded risks for all benefits

Medical expenses are not reimbursed if consequent to the following events or situations:

- **war whether civil or not, riots or demonstrations**
- **active participation of an insured person to riots or strikes**
- **nuclear risks**
- **alcoholism or drunkenness, use of non-prescribed drugs**
- **any intentional act which may provide benefits**
- **duels, bets, crimes, fights (except self-defence)**
- **practise of the following sports: bobsleigh, skeleton, mountaineering, competition luge, air sports as well as sports resulting from participation or training to official competition or games which are organised by a sport federation**

Limits applicable in case of *force majeure*

We are not liable in case of default of providing assistance benefits consequent to *force majeure* or the following events: War – foreign or not -, notorious political instability, demonstrations, riots, terrorist acts, reprisals, restrictions to free circulation of persons and goods, strikes, explosions, natural disasters, nuclear risks, nor in delays resulting from the same causes.

8/ Basis of the insurance contract

This contract is governed by the *French Code des Assurances*.

The definition of benefits, pricing and rules of enforcement concur with the laws and regulations regarding French Sécurité Sociale in force at the date of effect of the insurance contract.

9/ Mediation

Your customary interlocutors are in charge of taking into consideration all of your requests and complaints. If, after this examination, the answers given do not satisfy your expectations, you can file a complaint to:

**ACS, Service réclamations,
153, rue de l'Université - 75007 Paris**

For AGF:

**AGF Collectives
Service Relations Clientèle
Tour Neptune – 20, Place de Seine
92086 La Défense Cedex**

For GAN :

**Direction des relations avec les consommateurs
GAN Eurocourtage IARD
5-7, rue du centre – immeuble Piazza
93199 Noisy le Grand Cedex**

ACAM, Autorité de Contrôle des Assurances et des Mutuelles
61, rue Taitbout, 75009 Paris

For any question regarding coverage or claims, please contact:

ACS
153, rue de l'Université
75007 Paris
Tel : 00 33 (0)1 40 47 91 00
Fax : 00 33 (0)1 40 47 61 90
e-mail : contact@acs-ami.com

10/ Assistance

Your customary interlocutors are in charge of taking into consideration all of your requests and complaints. If, after this examination, the answers given do not satisfy your expectations, you can file a complaint to:

For any assistance request, please contact on a 24 hour basis:

- by phone:

from France: 01.45.16.77.18
outside France 33.1.45.16.77.18

- by fax:

from France: 01.45.16.63.92 or 01.45.16.63.94
outside France: 33.1.45.16.63.92 or 33.1.45.16.63.94

- by e-mail:

assistance@mutuaide.fr

and obtain our prior approval prior to take any initiative or undertake any expense.