

# SUMMARY OF BENEFITS

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## France Long Stay Cover

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## Summary of benefits

### France Long Stay Cover

As a member of the Globe Partner Association, you have chosen to adhere to the benefits subscribed by the Association with MGEN Portugal - Companhia de Seguros, S.A, whose registered office is located at Rua Duque de Palmela, 11, Piso 1, 1250-097 Lisbon, Portugal with a share capital of €7,500,000.00 and registered under the unique registration and identification number 517503131. MGEN Portugal is regulated by the Autoridade de Supervisão de Seguros e Fundos de Pensões in Portugal and is authorized by the Autorité de contrôle prudentiel et de résolution to operate in France under the Freedom to Provide Services, under contract number MGENIB1100888SAP. The Assistance benefits are provided by Mutuaide Assistance, 126 rue de la Piazza CS 20010 - 93196 Noisy Le Grand Cedex, France, governed by the French insurance code, RCS Bobigny 383 974 086, under the assistance contract number « 6824 ».

The administration of these benefits is delegated to ACS, 153, rue de l'Université, 75007 Paris, France, a simplified limited company with capital of €150,000, insurance brokerage firm registered RCS Paris under no. 317 218 188, ORIAS no. 07 000 350.

How the cover is applied and the details of the benefits to which you are entitled are set out in this leaflet.

In case of discrepancy between the French version and the versions of this notice in other languages, the French version shall prevail.

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# 1/ General provisions

## Eligibility - Enrolment

Are eligible foreign nationals, Members of **the Globe Partner Association** who reside in mainland France:

- For the Stantard package: foreign nationals aged under 79
- For the Plus package: foreign nationals aged under 60

**The membership does not exempt you from the affiliation to the French social security scheme, when the latter is mandatory.**

Upon enrolment, the Member must fill in and sign the enrolment documents which include a health declaration, and on which shall read the coverage opted for and the corresponding premium amount. The chosen option cannot be modified during the period of coverage.

The Member shall pay for the entire period of coverage.

Acceptance of coverage may be subject to further information the Insurer considers necessary.

Upon acceptance to the insurance, the Member shall be referred to as "Insured".

## Area of cover

Cover applies in mainland France or the European Union, with the exception of the country of origin of European Union (as defined in paragraph 2, Definitions) nationals for stays of more than 4 weeks

## Commencement of cover

Coverage applies for each eligible person upon acceptance from the Insurer and payment of the insurance premium.

However, waiting period shall apply:

- **8 days, to all benefits from the effective date of coverage.**  
**Any illness discovered during the waiting periods cannot be taken into charge.**
- **Fees related to contraception, abortion, pregnancy and maternity are covered only after 12 continuous months of subscription.**

In case of subscription of a new contract after termination of the previous one, in order to receive benefits without a waiting period, the new contract must be subscribed immediately following the previous one without any interruption. Otherwise, a waiting period of 8 days is applied to the new contract. There is no waiting period for

medical fees consequent upon an accident (as defined below).

## Renunciation

The Insured may renounce to the insurance contract within a period of 14 complete calendar days from the moment he/she is informed that the contract is signed, by sending a registered letter with acknowledgment of receipt to ACS, 153 rue de l'Université 75007 Paris, France. ACS will then reimburse, in full, the amount paid, within 30 days of receipt of his letter. If the insured requests the implementation of the guarantees during the period of renunciation, the right of renunciation is no longer applicable.

## Termination of cover

Once admitted to insurance - and subject to the clauses of the "Code des Assurances" or "Code de la mutualité" regarding false declaration -, the Insured cannot be excluded from the coverage as long as he fulfils the conditions

The policy can be taken up for a maximum period of 12 months maximum, in one or several policies, renewable several times. Any new enrolment will require the company's authorisation.

Coverage shall end:

For each Insured:

- on the date of final return if the policy term is not complete,
- after evacuation to his country of origin,
- on the last day of his period of coverage, the date on which he ceases to be a Member of the Globe Partner Association,
- in case of dissolution of the Association or judicial liquidation of the Insurer,

For the totality of the Insured persons in case of cancellation of contract MGENIB1100888SAP between the Globe Partner Association and MGEN Portugal.

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

Modification of date or cancellation of the contract can be accepted only once, and only if it was notified before the effective date of the contract. It is possible to change dates once only and within the limits of the current civil year.



In case of cancellation, the contract can only be refunded on presentation of supporting documents and 20 € will be retained from the premium.

The contract is issued for a fixed period and cannot be cancelled or refunded once started.

## Sanctions in case of false declaration

Any intentional false declaration, omission or inaccurate declaration of the risk or new circumstances that have the effect of either aggravating the risks or creating new ones, will result in the application of the following sanctions provided for by the French Insurance Code or the French Mutual Insurance Code:

- the nullity of your contract in case of intentional misrepresentation (113-8 of French insurance code or L.221-14 of the French Mutual Insurance Companies code),
- premiums paid are kept by the Insurer, who is entitled, as a compensation, to the payment of all premiums due; in such a case, the Insured will have to reimburse all the claims paid by the Insurer under the contract;
- if the intentional misrepresentation, discovered before any claim, is not established, premium increase or termination of the contract (113-9 of the French insurance code or L.221-15 of the French Mutual Insurance Companies code)
- if the intentional misrepresentation, discovered after the claim, is not established, decrease of claim according to the ratio between the paid premium and the premium that should have been paid if the initial declaration had been consistent with the reality (113-9 of the French insurance code or L.221-15 of the French Mutual Insurance Companies code).

**The Covered Person is deprived of all rights to the benefits of a claim in the event the Covered Person voluntarily makes a false declaration about that claim including the date, nature, causes, circumstances and/or consequences and/or amount of the loss. The forfeiture of this right also applies in the event the Covered Person knowingly uses inaccurate documents as supporting documents for that claim.**

## 2/ Definitions

The terms and expressions used in this leaflet shall have the following definition:

**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.**

**Acts of Terrorism / Terror Attack:** any act of violence constituting a criminal or illegal attack against people and/or property in the country in which you are staying, and whose purpose is to disturb public order seriously. Such a “terror attack” should be identified as such by the French Foreign Ministry (Ministère des affaires étrangères français)

**Claim:** event that may result in the application of a guarantee under the policy.

**Civil War:** armed opposition of several parties belonging to the same country, as well as any armed rebellion, revolution, sedition, insurrection, coup, under martial law or border closure commissioned by local authorities.

**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.

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

**Dental fees further to an accident:** treatment must be performed within 15 days following the date of the accident and consists of replacement of the sane and natural teeth which were lost or damaged.

**Domicile:** residence is defined as your main and usual place of residence in your country of origin, with the exception of countries not covered.

**Deductible:** the amount of the compensation payable by you.

**Emergency:** term used in case of accident or commencement 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 hospitalization intervention in the twenty four (24) hours following the direct cause of the emergency will be considered as conditions to be reimbursed.

**European Union:** European Union as well as in Iceland, Liechtenstein, Norway, Switzerland, Andorra, Monaco, San Marino and the Vatican

**Foreign War:** declared or undeclared armed opposition between one state and another state, as well as any invasion or state of siege.

**Forfeiture:** loss of the right to the benefits for the Claim in question.



**French Insurance Code / French Mutual Insurance Companies code:** the compendium of the laws and regulations that govern the insurance policy

**Home Country:** country in which is located your tax and legal residence.

**Hospital under agreement (public hospital):** establishment that applies the rates stipulated in the agreement drawn up in common accord with the social security system and healthcare professionals.

**Illness, Sickness or Disease:** a degradation in health established by a medical authority, requiring medical treatment.

**Insurer:** MGEN Portugal - Companhia de Seguros, S.A, whose head office is located at Rua Duque de Palmela, 11, Piso 1, 1250-097 Lisboa, Portugal, with a share capital of €7,500,000.00 and registered under the unique registration and legal entity identification number 517503131 for luggage insurance, Cancellation fees, accidental death & disability benefits and for the legal liability benefits. MGEN Portugal is regulated by the Autoridade de Supervisão de Seguros e Fundos de Pensões in Portugal and is authorized by the Prudential Supervision and Resolution Authority (ACPR) to operate in France under the Freedom to Provide Services regime.

**Medical Expenses:** medically-prescribed pharmaceutical, surgery, consultation and hospitalization expenses required for diagnosing and treating an illness.

**Members:** the persons duly insured under this contract, hereinafter referred to as "you". For application of the legal provisions relating to time limits, "the Member" should be understood as "the Insured" when mentioned in the articles of the Insurance Code.

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

**Pollution:** degradation of the environment by substances that are not naturally present in the medium in question being discharged into the air, the water, or the soil.

**Natural Disasters:** abnormal intensity of a natural element not arising from human intervention.

**Random:** non intentional event, unforeseeable, irresistible and external.

**Strike:** concerted collective action consisting in the employees of a firm, of an economic sector or of a professional category ceasing to work in order to give weight to their claims.

**Subrogation:** legal situation whereby the rights of one person are transferred to another person (in particular: the Insurer taking the place of the Contract holder for the purposes of proceedings against the opponent).

**Third Party:** any person other than the Insured Person who is responsible for the damage, injury or loss.

Any Insured Person who is a victim of bodily injury, property damage or consequential loss caused by another Insured Person (the Insured Persons are considered to be third parties between themselves).

**Waiting period:** period during which the Insured is not entitled to benefits.

## 3/ Medical expenses benefits and death benefit

### Medical expenses

Coverage consists of reimbursement of medical expenses paid by the eligible Insured to coverage for medical acts and care as stated in the plan opted for. Benefits are limited to medical fees which are covered by the French Sécurité Sociale notwithstanding the further exclusions.

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 in the country where treatment is received. If not, the insurer is entitled to reduce the amount of reimbursement.

The amount of benefits is indicated for each type of medical expense according to the benefits table.

Reimbursements are processed up to the maximum amounts as below mentioned and up to the actual expenses limit.

Maximum amount per beneficiary and per contract year is €100,000 for Plus package and €50,000 for Standard package.

Benefits paid by the Insurer are complementary to any other plan the Insured may benefit from.

### Limit to real expenses

In accordance with Article 9 of law 89-1009 of December 31, 1989 and decree 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.

In case of undue payments the beneficiary of the benefit commits to repay to the Insurer, as soon as possible, the undue claims. As a consequence, the Insurer can make compensation between these amounts and any other benefits due by the Insurer to the Insured.

## Excluded benefits

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

1. expenses incurred before or after period of coverage or during the waiting periods,
2. thermal cure, convalescent home, rehabilitation centre,
3. transportation fees of general practitioner which are not covered by French Sécurité sociale,
4. cosmetic treatment and surgery fees unless consecutive to an accident,
5. congenital disability and hereditary diseases,
6. chronic illnesses, tropical diseases,
7. dental care (except in case of emergency or accident as defined in paragraph 2, Definitions)
8. medical aids including hearing aids and dental prosthesis,
9. stomatology, speech therapy, orthoptics,
10. optical, contact lenses (except prescription corrective lenses, and up to the amounts indicated in the Table of Benefits), orthoptics
11. massages and physiotherapy unless consequent to a covered accident,
12. sterility treatments and sexual disorders treatments,
13. psychological care, psychotherapy, neurology including consultations, as well as related medication,
14. nervous breakdowns, treatment and care related to sleep disorder,
15. sexually transmitted diseases and related tests,
16. HIV infection, aids and their consequences,
17. health check-ups, marriage certificates,
18. expenses incurred for organ acquisition,
19. any operation or treatment related to a sex change,
20. treatment and care non prescribed by a qualified physician,
21. subsidiary expenses such as telephone in case of hospitalization or fees considered extravagant,

**unreasonable or unusual considering the country where they incurred,**

22. consultations, treatment and complications related to hair loss and grafts unless hair loss is consequent to a serious disease,
23. treatments to modify the reaction of an eye or eyes (laser ocular correction) including refractive keratotomy (KR) and photo reactive keratotomy)
24. non prescribed drugs, non-medicinal products of current use such as medical alcohol, cotton, sun lotions, dental hygiene products, bandages, shampoos...

The Insurer is entitled to ask any Member or dependant 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 hospitalization, surgery, X-Rays or medical treatment, a medical form shall be requested beforehand. It shall be returned to the attention of our medical adviser after being filled by your physician. Any breach to this obligation may lead to a refusal of cover.

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

## How to claim benefits

For all medical claim request, you must send the completed [refund request form](#), signed and accompanied by the necessary supporting documents, by post to:

**ACS**

**Medical Service, to the attention of Medical Advisor**  
**153 rue de l'Université**  
**75007 Paris France**  
**Tel: + 33 (0)1 40 47 91 00**

In case of hospitalization: all originals receipts and bills related to hospitalization or certificate of undertaking

In case of home childbirth: an official act of birth

**The Insurer may require any further necessary document to process the claim.**  
**Copies, photocopies or duplicates of bills will not be accepted.**



## Death benefits

In case of event of death of the Insured, a lump sum of € 1000 becomes payable in the following order of preference: to the spouse, failing this, to the children of the Insured who have been born or are to be born, in equal shares the share of the predeceased being transferred to their own children or to their brothers and sisters if there are no children, failing this, to the father and mother, in equal shares or to the survivor in the event of predecease, failing this, to the legal heirs in equal shares.

### How to claim benefits

In case of death:

The Death benefit will be paid if this event is declared, except in cases of force majeure, within the period of six (6) months following the date of death. The following documents must be provided:

- a natural death certificate issued by the doctor who pronounced the person dead,
- a complete copy of the birth certificate of the deceased Covered Person,
- a complete photocopy of the family register,
- a copy of the birth certificate(s) of the beneficiary(ies),
- the last tax notice in case of dependents

You may send your claim, either:

- by email to: [servicesinistres@acs-ami.com](mailto:servicesinistres@acs-ami.com)
- or by postal mail to: **ACS, Claims Service, 153, rue de l'Université, 75007 Paris, France**

**The Insurer may require any further necessary document to process the claim.  
Copies, photocopies or duplicates of bills will not be accepted.**

## 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 by contacting the assistance service: Mutuaide Assistance.:

- by phone : **+ 33 (0)1 55 98 51 70**
- by email : [voyage@mutuaide.fr](mailto:voyage@mutuaide.fr)

In all cases, the decision to provide assistance and the choice of appropriate methods is at the sole discretion of the Mutuaide 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 hospitalization.

Under no circumstances is Mutuaide Assistance a substitute for the local emergency assistance organizations.

## 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.**

## Assistance/repatriation

We shall implement the repatriation to your home country and cover the related fees if, during your stay in mainland France or in European Union, 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 in case of death

In case of death consequent to an insured risk during your stay in mainland France or in European Union, we will implement and pay for the fees of the repatriation of the body to the burial location in your country of origin up to € 5 000 (including coffin fees are limited to € 1 000).

## Legal assistance

Payment of legal fees

Lawyer's fees are reimbursed up to € 760 if French jurisdiction is required further to an accident occurred during a stay in mainland France or in European Union.





## What are the exclusions of the Assistance cover?

We cannot intervene if your request for assistance is due to:

1. epidemics, pollution, natural disasters,
2. travel undertaken for the purpose of diagnosis and / or treatment,
3. states of pregnancy unless unforeseen complications, and in all cases from the 32nd week of pregnancy.

## 5/ Personal legal liability

### What do we cover?

We cover the financial consequences of the legal liability you may incur during your private life, including during traineeships/ internships with respect to, on the one hand, personal injury and/or damage to property and, on the other hand, the consequential losses therefrom, caused accidentally to any person other than a person insured or a member of your family, that is your fault or the fault of things or animals under your care, this being provided up to the amount, and with the deduction of an excess, indicated in the table of sums insured.

The cover also applies to objects entrusted during a period of traineeship/ internship up to the amount given in the schedule of cover, and with the deduction of an excess.

### What do we exclude?

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

1. Damage intentionally caused or provoked by you,
2. Damage resulting from the use of land motor vehicles, sailing and motor boats, air navigation appliances, weapons,
3. Damage resulting from any professional activity,
4. Objects entrusted to the insureds (except in case of traineeships / internships)
5. 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,
6. Consequential damage except where it is the direct result of accidental damage to property and/or personal injury that is covered,
7. Damage resulting from the practice of air sports or from hunting,
8. Damage to buildings or parts of buildings owned, rented or occupied by the Member,

9. Damage you caused due to a fire, explosion or flooding,
10. Traineeships / internships in the medical and paramedical field, except for traineeships / internships exclusively on an observation basis.

### Limits of coverage

#### 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 may 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.

## What are your obligations in the event of a claim?

You may send your claim, either:

- by email to: [servicesinistres@acs-ami.com](mailto:servicesinistres@acs-ami.com)
- or by postal mail to: **ACS, Service Sinistres, 153, rue de l'Université, 75007 Paris, France**

10. **accidents or diseases resulting directly or indirectly from the meltdown of an atomic core, or any irradiation originating from ionizing radiation,**
11. **terrorism, sabotage, war (whether civil or not), riots, demonstrations, according to article L121-8 of the French "code des assurances"**
12. **activities when an insurer is banned from providing a contract or an insurance service due to a sanction, restriction or prohibition provided by conventions, laws or regulations, including those decided by the United Nations Security Council, the European Union Council or any other applicable national law,**
13. **activities when they are subject to any sanction, restriction total or partial embargo or prohibition provided by conventions, laws or regulations, including those decided by the United Nations Security Council, the European Union Council or any other applicable national law. It is understood that this provision only applies in the case where the insurance contract or insured goods and/or activities fall within the scope of the decision concerning the restrictive sanctions, total or partial embargo or prohibition, and**
14. **the absence of random.**

## 6/ Excluded risks for all benefits

**Expenses are not reimbursed if consequent to the following events or situations :**

1. **expenses related to pre-existing conditions: consequent to accidents or illnesses which occurred prior to the effective date of the contract,**
2. **an illness or accident based on the intentional act of the covered person,**
3. **mutilation or attempt of suicide,**
4. **any intentional act that might lead to the application of the contract cover and any consequences of criminal proceedings against the insured,**
5. **accidents or diseases incurred during any professional sport competition, as well as the consequences of practice of the following sports: mountaineering, rock-climbing, bobsleigh, skeleton, off-piste winter sports, scuba diving, sky-diving and any air sport which requires a motor engine,**
6. **participation in duels, betting, crimes and misdemeanours, brawls (except in self-defence) and strikes,**
7. **use of non-prescribed drugs,**
8. **alcoholism or drunkenness,**
9. **accidents caused by hurricane, earthquake, volcanic eruption or others disasters,**

## 7/ Basis of the insurance contract

This contract is governed by the French Mutual Insurance and the French Insurance Code companies code for Health, Assistance and Death Benefits and by the French Insurance code for legal liability benefit. The law applicable to the contract is French law for the benefits insured by MGEN Portugal under the Freedom to Provide Services regime in France.

The definition of benefits, pricing and rules of implementation concur with the laws regarding French social security in force at the date of effect of the insurance agreement.

### Time limit of actions stemming from the insurance contract

The provisions relating to the time limit within which action stemming from the insurance contract may be taken are set out by **Articles L.221-11 of the French Mutual Insurance Companies code and L.114-1 to L.114-3 of the French Insurance Code**, as reproduced below:

#### Article L 114-1 of the French Insurance Code:

Any actions stemming from an insurance contract are time barred two years after the event from which the actions stem.



However, this time limit only starts running:

1 In the event of reticence/concealment, omission, misrepresentation or inaccurate declaration of the risk incurred, from the date when the Insurer learned of the said risk;

2 In the event of an insurance loss, from the date when the interested parties learned of it, if they prove they were unaware of it prior to that date.

When the action by the Insured Person against the Insurer is caused by recourse by a third party, the time limit for action only starts running from the date when the third party takes legal action against the Insured Person or has received compensation from the Insured Person. The time limit for action is increased to 10 years in life insurance contracts when the beneficiary is a person distinct from the Contract holder and, in insurance contracts for personal accidents, when the beneficiaries are the assigns of the deceased Insured Person.

For life assurance contracts, and notwithstanding the provisions of point 2 above, the right to action by the beneficiary lapses at the latest 30 years after the death of the Insured Person.

#### **Article L 114-2 of the French Insurance Code:**

The time limit for action may be interrupted by any of the ordinary causes for interruption thereof, and by appointment of appraisers after a loss. Interruption in the time limit for action may also result from a registered letter with acknowledgement of receipt being sent by the Insurer to the Insured Person to obtain payment of the premium, and by the Insured Person to the Insurer to obtain payment of compensation.

#### **Article L 114-3 of the French Insurance Code:**

Notwithstanding Article 2254 of the Code Civil (French Civil Code), the parties to the insurance contract may not, even by mutual agreement, either change the length of the time limit for action, or add causes for suspension or interruption thereof.

#### **Additional information:**

The ordinary causes for interruption of the time limit for action indicated in Article L 114-2 of the French Insurance Code are set out in Articles 2240 to 2246 of the French Civil Code, as reproduced hereafter.

To learn of any potential updates of the aforementioned provisions, you may consult the official website: "[www.legifrance.gouv.fr](http://www.legifrance.gouv.fr)".

#### **Article 2240 of the French Civil Code:**

Recognition by the obligee of the right of the person against whom the obligee could claim inaction within the time limit interrupts the time limit for action.

#### **Article 2241 of the French Civil Code:**

Instigating legal proceedings, even summary proceedings, interrupts the time limit for action and the time limit beyond which rights lapse.

The same applies when the matter is brought before an incompetent jurisdiction, or when the deed of referral to the jurisdiction is cancelled through procedural irregularity.

#### **Article 2242 of the French Civil Code:**

Interruption resulting from instigating legal proceedings is effective until the proceedings end.

#### **Article 2243 of the French Civil Code:**

The interruption is null and void if the petitioner withdraws the petition or lets the proceedings lapse, or if the petition is dismissed definitively.

#### **Article 2244 of the French Civil Code:**

The time limit for action or the time limit after which rights lapse is also interrupted by protective measures being taken pursuant to the French Code of Civil Enforcement Procedures (Code des procédures civiles d'exécution) or by an enforcement being ordered.

#### **Article 2245 of the French Civil Code:**

One of the jointly and severally liable obligees being summoned or notified through legal proceedings or through an enforcement order, or recognition by the obligee of the right of the person against whom the obligee could claim inaction within the time limit interrupts the time limit for action against all of the others, even against their heirs.

Conversely, one of the heirs of a jointly and severally liable obligee being summoned or notified, or that heir recognising such a right does not interrupt the time limit for action with regard to the other co-heirs, even for mortgaged debt, if the obligation is divisible. Such summons/notification or such recognition interrupts the time limit for action with regard to the other co-obligees only for the share for which that heir is liable. In order to interrupt the time limit for action for the entire obligation with regard to the other co-obligees, the summons or notification needs to be made to all of the heirs of the deceased obligee, or all of the heirs need to recognise the right;



## Article 2246 of the French Civil Code:

Summons or notification made to the main obligee, or the main obligee recognising the right in question interrupts the time limit for taking action against the guarantor.

## Subrogation

The Insurer is subrogated to the rights and actions that the Insured may have against the Third Party responsible for the loss, in the limit of the amount of compensation that the Insurer has paid. In case Subrogation could not operate in favour of the Insurer because of the Insured, the latter will be relieved of the obligations regarding the Insured in respect of the Subrogation that would have been possible.

## Overlapping insurance

When several insurance contracts are taken out without fraud for the same risk, each of them is valid up to the limits of the cover provided for under the contract. In this case, the Insured Person must inform all of the insurers.

Within these limits, the Insured Person may turn to the insurer of his choice. When they are contracted fraudulently, the sanctions provided for by the French Insurance Code (invalidity of the contract plus damages) are applicable.

## Anti Money laundering

The controls that we are legally required to carry out as part of anti money laundering and to combat the financing of terrorism, especially cross-border flows, may lead us at any time to ask you for explanations or supporting documents, including concerning the acquisition of insured goods. Pursuant to the French Data Protection law (loi Informatique et Libertés) of 6 January 1978 amended by the law of 6 August 2004 and the French Monetary and Financial Code, you are entitled to access the data that concerns you by sending a letter to the French Data Protection Agency (Commission Nationale de l'Informatique et des Libertés (CNIL)).

## Jurisdiction of the courts

Any litigation between the Insured Person and the Insurer concerning the conditions of applying this contract shall be subject to French law and French courts shall have exclusive jurisdiction. Nevertheless, if the Insured Person is domiciled in the Principality of Monaco, Monaco courts shall have sole jurisdiction in case of litigation between the parties.

This document is a translation of the terms and conditions of contract n° MGENIB1100888SAP written in French. Neither the Insurer, nor the Policyholder can be held responsible if any statement in this translation and any

provision in the policy differ. In that case, the wording of the policy in French will prevail.

## Option of cancellation

### If you took out your contract remotely:

Sale of your insurance contract by telephone, by mail, or over the Internet is governed by Articles L.221-8 of the French Mutual Insurance Companies code, L.112-2-1 and R. 112-4 of the French Insurance Code.

The following constitute remote insurance operations as defined by Article L.112-2-1 of the French Insurance Code: providing insurance operations to a subscriber who is a natural person, and who is acting outside any commercial or business activity, in the context of a remote system of sale or of provision of services that is organized by the insurer or the insurance intermediary who, for the contract in question, exclusively uses remote communications techniques up to and including the signing of the contract.

It is specified that the applicable rules for remote sales apply:

- only to the first contract, for fixed-term contracts followed by successive distinct operations or by a series of distinct operations that are of the same type and that are staggered over time;
- only with a view to and during signing of the initial contract for contracts that are renewable by tacit renewal.

Pursuant to the applicable provisions for remote sales of financial services, you are informed as follows:

- that a fund exists for covering victims of terrorism and of other offences (fonds de garantie des victimes des actes de terrorisme et d'autres infractions) as indicated in Article L. 422-1 of the French Insurance Code;
- that a fund exists for covering damage, injury, or loss consequent upon prevention, diagnosis, or treatment provided by healthcare professionals practicing in private practices (fonds de garantie des dommages consécutifs à des actes de prévention, de diagnostic ou de soins dispensés par les professionnels de santé exerçant à titre libéral) as indicated in Article L 426-1 of the French Insurance Code;
- that a national compensation bureau exists in France known as the Office national d'indemnisation des accidents médicaux, des affections iatrogènes et des infections nosocomiales (ONIAM) for paying compensation for medical accidents, iatrogenic diseases or disorders, and nosocomial (hospital-acquired) infections as indicated in Article L 1142-22 of the





French Public Health Code (Code de la Santé Publique);

- that you have a right to cancel throughout a cooling-off period of 14 full calendar days starting either as from the date of remotely signing/entering into the contract, or as from the date of reception of the "Specific Provisions" ("Dispositions Particulières") and of the "General Provisions" ("Dispositions Générales") if that date is later than the date of signing, without having to give any reason or having to bear any penalties;
- that the contracts to which the right of cancellation applies may not start being performed by the parties before the end of the cooling-off period without the consent of the policyholder. You have manifested your will for your contract to take effect on the date appearing in the "Specific Provisions". A subscriber who has asked for the contract to start being performed before the expiry of the cooling-off period and who makes use of their right of cancellation, should pay for the fraction of premium or of subscription that corresponds to the period for which the risk has been covered; in addition, the Terror Attack (Attentats) contribution to the fund for covering terrorism victims (Fonds de garanties des victimes des actes de terrorisme) remains payable.

A subscriber who wishes to exercise their right of cancellation under the above-mentioned conditions, may use the letter template given below, as duly filled in by the subscriber.

The letter should be sent by registered letter with return-receipt requested (lettre recommandée avec avis de réception) to ACS, 153, rue de l'Université, 75007, Paris, FRANCE.

Letter of Cancellation Template:

**"I the undersigned, M.....residing at .....hereby cancel my Contract No. .... taken out with ..... I hereby certify that, at the date of sending of this letter, I have no knowledge of any loss that might involve the cover of the contract being applied."**

By way of derogation, this right of cancellation does not apply:

- to travel or baggage insurance policies or to similar policies that are short-term or that have terms less than one month;
- to civil liability insurance contracts for Land Motor Vehicles;
- to contracts performed fully by the two parties at the express request of the policyholder before the policyholder exercises their right of cancellation.

## In case of canvass selling:

The Insured Person has a right of withdrawal, according to Article L.112-9 of the French Insurance Code and the provisions of the French Code of Consumption on canvassing, which states: "Any individual who was canvassed at his/her home, residence or workplace, even on his/her request, and who signed, in this context, an application form or a contract for purposes which are outside his/her trade, business or profession, has the possibility to cancel this one by registered letter with request of acknowledgement of receipt within 14 calendar days from the date of conclusion of the contract, without having to give reasons for doing so or to pay fees.(...) In case s/he is aware of the existence of a claim in relation to this contract, the Insured Person is not entitled to this right anymore".

The Insured, who wishes to exercise his right of withdrawal under the aforementioned conditions, must send a letter by registered mail with acknowledgement of receipt to ACS, 153 rue de l'Université, 75007, Paris, France according to the same procedure than the right of withdrawal in case of distance contract.

**"I the undersigned M..... residing at ..... hereby renounce my contract No. .... taken out with ..... I hereby attest that I have no knowledge at the date of sending this letter, of any damage covered by the contract."**

## Effective date of right of withdrawal (in case of distance contract and doorstep selling):

In such case, the Insurer, through ACS, shall repay him/her in full the sum he/she has paid within 30 days from the date of receipt of his/her registered letter.

Membership is deemed never to have existed and the benefits do not apply, upon receipt by the Insurer through ACS of the registered letter with acknowledgment of receipt. Beyond the period of thirty (30) days, the amount due is producing interest at the legal rate.

## 8/ Data protection

According to the Data Protection Act of January 6th 1978, as amended, and in the context of the management of the insurance contract, the personal data of the Insured may be transferred to the Insurer, its administrators, its service providers, its subcontractors or reinsurers. Insured persons are informed that treatments concerning them, as well as those of their potential beneficiaries, are implemented as part of the execution, management and execution of this contract as well as for its commercial management. They



may also be used in the context of control, prospecting, anti-fraud and money laundering and terrorist financing operations, the search for beneficiaries of unregulated death contracts, the execution of legal and regulatory provisions. The data collected is necessary for the implementation of these treatments and is intended for the relevant services of the Insurer and its Managing Delegate and, where appropriate, its subcontractors, service providers or partners. The Insurer is required to ensure that this data is accurate, complete and, if necessary, updated. The data collected will be kept for the duration of the contractual relationship increased legal requirements or in respect of the terms provided by the Commission Nationale Informatique et Libertés (CNIL).

This personal data may be transferred to service providers or subcontractors established in countries outside the European Union. These transfers concern only countries recognized by the European Commission as having an adequate level of protection of personal data, or recipients with appropriate guarantees.

The Insured member has a right of access, rectification and erasure of his personal data, and when consent is necessary for processing, he/she has the right to withdraw it. Under regulatory conditions, the Insured member has the right to request the limitation of data processing, to oppose it, or request the portability of the data transmitted when it was necessary for the Contract or when its consent was required. The Insured also has the right to provide guidelines regarding the processing of personal data after his/her death.

Any request for the exercise of his rights may be addressed to:

VYV IB

Data Protection Officer of VYV IB  
3 Square Max Hymans  
75648 Paris CEDEX 15, France  
[dpo@vyv-ib.com](mailto:dpo@vyv-ib.com)

or by contacting:

ACS,  
To the attention of the Data Protection Officer  
153, rue de l'Université  
75007 Paris, France  
[dpo@acs-ami.com](mailto:dpo@acs-ami.com)

When exercising their rights, a proof of identification may be requested. In the event of a persistent conflict, they have the right to appeal to the CNIL on [www.cnil.fr](http://www.cnil.fr) or at 3, place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 7, FRANCE.

Data related to medical information on the Insured Members may be processed for the conclusion, the management and the execution of the contract, as their

processing is necessary to fulfil the obligations and to exercise the rights of the Insurer or the rights of the Insured Members to social protection. These data are exclusively intended for the medical department of the Administrator. The exercise of rights is carried out by mail, along with a proof of identity, to the medical advisor of [medical@vyv-ib.com](mailto:medical@vyv-ib.com).

## Consumer's right to object to telephone marketing

If you do not wish to be contacted for the purposes of telephone marketing, you can have yourself added to a telephone marketing opt-out list, free of charge. These provisions apply to any consumer, i.e. any natural person acting for purposes unrelated to their commercial, industrial, craft or self-employed activities.

Under our contract for controlling risks and combating fraud, we reserve the right to make any verifications of the information, and, if necessary, to refer the matter to the competent Authorities pursuant to the applicable.

## 9/ Mediation

### What is the procedure for examining complaints?

In the event of difficulties in applying your contract, ACS is able to study all your requests and complaints. You can send your complaints to our department dedicated to processing complaints, whose contact details are given below:

**ACS, Complaints Department,**  
**153, rue de l'Université,**  
**75007 Paris, France**  
**Email: [recla@acs-ami.com](mailto:recla@acs-ami.com)**

ACS undertakes, from the date of sending your written complaint, to acknowledge receipt of your complaint within 10 days and to provide you with a response within a maximum of 2 months. In any event, after this two-month period, and regardless of response you receive or in the absence of a response, you may appeal to the Insurance Mediator:

**Le Médiateur de l'Assurance (LMA)**  
**TSA 50110**  
**75441 PARIS CEDEX 09 France**  
**[www.mediation-assurance.org](http://www.mediation-assurance.org)**

The Ombudsman's opinion is not binding on the parties, who retain the right to apply to the competent court. The Ombudsman is not entitled to decide on the conditions for admission to insurance.



In addition, the Insureds may, without prejudice to the actions of justice that they have the possibility to exercise and the complaints that they can formulate to the Insurer, to address to the Autoridade de Supervisão de Seguros e Fundos de Pensões located at Av. da República 76, 1600-205 Lisbon, Portugal.

The parties agree to submit to French law.

## Authority in charge of overseeing insurance companies

The supervisory authority for MGEN Portugal is the **Autoridade de Supervisão de Seguros e Fundos de Pensões** located at Av. da República 76, 1600-205 Lisbon, Portugal.

## 10/ Contacts information

For any questions regarding the contract,  
please contact:

**ACS**

📍 **153 rue de l'Université, 75007 Paris - France**

☎ **+ 33 (0)1 40 47 91 00**

✉ **[contact@acs-ami.com](mailto:contact@acs-ami.com)**

Monday - Friday (except public holidays)

9am - 6pm, Paris time

For reimbursement requests or hospitalization,  
please contact :

**ACS**

**Claims Department / Medical Department**

📍 **153 rue de l'Université, 75007 Paris - France**

☎ **+ 33 (0)1 40 47 91 00**

✉ **[servicemedical@acs-ami.com](mailto:servicemedical@acs-ami.com)**

Monday - Friday (except public holidays)

9am - 6pm, Paris time

Outside these hours,  
for any request for assistance  
or hospitalization, you must contact:

**Mutuaide Assistance**

☎ **+ 33 (0)1 55 98 51 70**

✉ **[voyage@mutuaide.fr](mailto:voyage@mutuaide.fr)**





## 11/ Schedule of cover

Health & Accident	Standard package	Plus package
<b>Maximum refund per person and per year</b>	<b>€50,000</b>	<b>€100,000</b>
Surgery – Hospitalization <ul style="list-style-type: none"> <li>• in hospitals under agreement (public hospitals)</li> <li>• in hospitals not covered by agreement</li> </ul>	100% of actuals costs 50% of actuals costs	
Consultations	100% of actuals costs, limited to €80 per consultation	100% of actuals costs, limited to €100 per consultation
Pharmacy prescribed, paramedical treatments, nurse treatments, analyses, x-rays, kinesitherapy after covered accident	100% of actuals costs	
Dental care: <ul style="list-style-type: none"> <li>• emergency</li> <li>• following an accident</li> </ul>	Fixed price per contract year: € 200 € 400	Fixed price per contract year: € 300 € 600
Optical - Only corrective lenses on medical prescription	Fixed price per contract year: up to €80	Fixed price per contract year: up to €100
Medical transportation	100% of actuals costs	
Contraception expenses and all expenses due to the state of pregnancy including abortion.	70% of actual costs up to €1,000 as from the second year of uninterrupted contract	100% of actual costs up to €2,000 as from the second year of uninterrupted contract
<b>Death Benefit</b>	<b>Standard package</b>	<b>Plus package</b>
Death benefit	€1,000	
<b>Repatriation Assistance</b>	<b>Standard package</b>	<b>Plus package</b>
Transportation and medical repatriation Repatriation in case of death <ul style="list-style-type: none"> <li>• including coffin expenses</li> </ul> Legal assistance	Actual expenses €5,000 €1,000 €760	
<b>Legal liability</b>	<b>Standard package</b>	<b>Plus package</b>
Cumulated personal injury, property damage and consequential damage Damage to property and consequential damage only Entrusted objects during a period of internship Deductible per file	€4 575 000 €76 000 €11 500 €100	