

**ASSOCIATION DES ASSURES D'APRIL  
MYHEALTH BUSINESS**

**INFORMATION NOTICE**

**Healthcare Plan - 1<sup>st</sup> EURO  
Policy No.080605/501**

<b>RECITALS</b>
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The Association called **ASSOCIATION DES ASSURES APRIL** wishes to be able to give the staff of its Member Companies access to a **Health Plan** guaranteeing reimbursements of medical costs recognised by the French Social Security Illness/Maternity Insurance and incurred by the insured person and the insured person's recognised beneficiaries within the meaning of policy no.080605/501 and within the limit of actual costs

It is in this context that the Underwriting Association takes out collective insurance policy no. 080605/501 with AWP Health & Life S.A, which is mandatory for all staff members of its Member Companies, through the broker April International Care France or its distribution network.

The resulting rights and obligations,

- for the **ASSOCIATION DES ASSURES APRIL** of the policy, hereinafter referred to as the **"Underwriting Association"**.
- for members of the Underwriting Association, hereinafter referred to as the **"Member Companies"** or **"Member Company"**.
- for expatriate salaried personnel of a Member Company who assume the status of **"Insured Person"**
- for the Insurer represented by AWP Health & Life S.A., known as the **"Insurer"**,

are determined by policy no.080605/501 governed by French law

## PURPOSE AND BASIS OF THE POLICY

### PURPOSE

Collective Insurance Policy No. 080605/501 is governed by the French Insurance Code, in particular by the provisions of Title IV of Book I of the said Code regarding group insurance. The statements of the Underwriting Association, the Member Companies, and the Insured Persons, serve as the basis for the policy.

Its purpose is to ensure that the expatriate staff members of the Member Company of the Underwriting Association benefit from the payment of benefits in reimbursement of the health costs incurred by the member as well as by his/her beneficiaries within the limit of actual costs recognised by the French Social Security Illness/Maternity Insurance  
The policy is made up of:

- the certificate of membership, completed and signed by the Underwriting Company,
- **an Information Notice provided to the Member Company on behalf of the Underwriting Association** by April International Care France, which specifies the covers, their terms of entry into force and application and the formalities to be carried out in the event of a claim.

All salaried personnel of the Member Companies of the Underwriting Association as defined in policy no. 080605/501 must be insured by policy no. 080605/501.

The premiums and benefits of policy no.080605/501 are expressed in Euros (EUR/ €).

## EFFECTIVE DATE, TERM AND RENEWAL OF THE POLICY

### Effective Date

The policy takes effect **1 October 2018** for a period ending on **31 December 2018**, subject to its signature by the Underwriting Association.

### Renewal

Policy no. 080605/501 then automatically renews on 1 January of each year for a period of one (1) year unless terminated by one of the Parties by registered letter with acknowledgement of receipt sent, at the latest, on the previous 31 October, or a notice period of two (2) months. This notice period is four months if the termination is at the initiative of the Insurer so that the Underwriting Association can comply with its prior notification obligations to the Member Companies and as defined in Article L 141.4 of the French Insurance Code.

### Termination of the policy

In addition to the termination on the annual date above, the policy may also be terminated at the initiative of the Insurer following a judicial liquidation (or equivalent procedure) of the Underwriting Association within a period of three months (3) from the date of the judgement declaring the receivership or liquidation of the Underwriting Association under the conditions provided for by Article L. 113-6 of the French Insurance Code.

The policy may also be terminated at the initiative of the Underwriting Association at any time without costs or penalties at the end of a period of 1 year from the first subscription. The termination takes effect 1 month after the Insurer has received notification thereof by registered letter, simple letter, email or any other durable medium.

<b>EFFECTIVE DATE, TERM AND RENEWAL OF THE CERTIFICATE OF MEMBERSHIP</b>
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For the Underwriting Company, subscription to the insurance is confirmed **by a certificate of membership signed by April International Care France by delegation of the Insurer and by the Member Company** which mentions in particular:

- the membership number,
- the effective date of the insurance,
- the formula, level and options chosen,
- the category of Insured Persons,
- the category of beneficiaries,
- the coverage area,
- the type and amount of cover taken out,
- the amount of the contributions.

For the Member Companies, the insurance shall take effect on the date mentioned on the certificate of membership, and at the earliest on **1 October 2018** for a period ending on **31 December** of the same year.

It then renews by tacit agreement each 1 January for a period of one year, unless terminated by the Member Company by registered letter with acknowledgement of receipt sent to April International Care France no later than 31 October, with termination effective 31 December of the current year. April International Care France undertakes to immediately inform the Insurer.

The certificate of membership may also be terminated in one of the following cases:

- following receivership or compulsory liquidation of the Member Company,
- on the date on which the Company is no longer a member of the Underwriting Association,
- at any time when the number of Insured Persons no longer represents the total number of staff defined in the certificate of membership.

The certificate of accession may also be terminated, at the initiative of the Member Company at any time, without costs or penalties at the end of a period of 1 year from the first subscription. The termination takes effect 1 month after the Insurer has received notification thereof by registered letter, simple letter, email or any other durable medium.

The Member Company shall be liable for the share of the contribution corresponding to the period up to which the covers are in force. In the event of overpayment, the Insurer shall reimburse the Member Company within thirty (30) days from the date of termination of the cover.

When the policy is terminated, and provided that it is not replaced by a collective insurance scheme taken out with another organisation, the insured employees of the Member Company may take out, under the subscription conditions and rates in force on the day of their request, without a medical questionnaire or waiting period, one of the policies that the Insurer proposes individually for the risks of death, incapacity for work or disability, provided that:

- the application is made before the end of the termination notice period,
- the employee is not off work for health reasons on the date of the application,
- the cover requested is effectively ending due to the policy termination,
- the cover is equivalent to that applicable on the policy termination date,
- the employee has his/her main residence in mainland France.

## SCOPE OF COVERAGE

Unless otherwise stipulated in the policy no. 080605/501, cover may be invoked <sup>[1]</sup><sub>SEP</sub> 24 hours a day, both in professional and private life in the event of illness or accident and in the geographical area as defined in policy no. 080605/501.

### Geographical coverage

The geographical coverage of policy no. 080605/501 comprises 4 Zones:

**Zone 1:** USA

**Zone 2:** Bahamas, Brazil, Canada, China, Great Britain, Hong Kong, Israel, Japan, Switzerland, Russia, Singapore, United Arab Emirates.

**Zone 3:** Australia, Andorra, Austria, Belgium, Bulgaria, Cambodia, Chile, Cyprus, Croatia, Denmark, Spain, Estonia, Faeroe (Islands), France (including overseas territories), Finland, Georgia, Germany, Gibraltar, Greece, Hungary, Indonesia, Ireland, Iceland, Italy, Latvia, Lebanon, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malaysia, Malta, Mexico, Moldova, Monaco, Norway, New Zealand, the Netherlands, Poland, Portugal, Czech Republic, Romania, Saint Martin, Slovakia, Slovenia, South Africa, Sweden, Svalbard and Jan Mayen, Taiwan, Thailand, Ukraine, the Vatican, Venezuela.

**Zone 4:** World outside zones 1, 2 and 3.

## LIMITATION ON CLAIMS

The provisions relating to the limitation period for actions deriving from insurance policy no. 080605/501 are set out in Articles L.114-1 to L.114-3 of the French Insurance Code, reproduced below:

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

All actions resulting from an insurance policy are limited to two years from the triggering event.

However, this period only runs:

1° In the event of any reticence, omission, or false or inaccurate declaration on the insured risk, from the date on which the insurer becomes aware of this,

2° In the event of a loss, from the date on which the parties become aware of it, if they can prove they were previously unaware of it.

When the cause of the action by the Insured Person against the insurer is third-party recourse, the time limit for the limitation only begins on the date this third party initiates legal action against the insurer or has been compensated by the insurer.

The limitation is extended to ten years for life insurance policies when the beneficiary is a person distinct from the policyholder, in insurance policies covering personal accidents, when the beneficiaries are the successors of the deceased Insured Person.

For life insurance policies, notwithstanding the provisions of 2°, actions by the beneficiary are limited to a maximum of thirty years from the death of the Insured Person.

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

The limitation shall be interrupted by usual causes of interruption to the limitation on action and the selection of appraisers following a claim. The interruption to the limitation on action may also result

from the sending of a recorded delivery letter with proof of receipt sent by the insurer to the Insured Person in relation to action regarding payment of the premium and by the Insured Person to the insurer provider in relation to settlement of compensation.

Article L.114-3 of the French Insurance Code:

By way of exception to Article 2254 of the French Civil Code, the parties to the insurance policy may not, even by mutual agreement, either amend the limitation period, or add reasons for suspending or interrupting it.

**Additional information:**

The ordinary causes of interruption of the limitation period are set out in Articles 2240 et seq. of the French Civil Code; among them are: the recognition by the debtor of the right of the person against whom he was making a claim, even in court proceedings, for interim enforcement. For information on the completeness of the ordinary causes for interruption of the limitation period, please refer to the aforementioned Articles of the French Civil Code.

## REMEDIES

In accordance with the French Insurance Code, the recipient of benefits subrogates the Insurer in order to undertake any recourse proceedings against any liable third party.

**The Insurer waives any claim against the Underwriting Association and/or the Member Company.**

## CLAIMS

In the event of difficulties, the Underwriting Association, the Member Company or the Insured, through the Underwriting Association, must first consult the usual contact person of AWP Health & Life S.A.

If, his/her response does not meet the expectations of the Insured, the Underwriting Company or the Member Company, the latter may send a complaint by simple letter or email to:

**AWP Health & Life S.A.**

**Customer Relations**

**Eurosquare 2**

**7 rue Dora Maar**

**93400 Saint-Ouen**

**France**

**Email: [client.care@allianzworldwidecare.com](mailto:client.care@allianzworldwidecare.com)**

AWP Health & Life S.A. adheres to the Insurance Mediation Charter. Also, in the event of persistent and definitive disagreement, the Underwriting Association and the Member Company shall have the right, after exhausting the internal treatment methods indicated above, to call on **the Insurance Ombudsman**, whose postal contact details are as follows:

**Insurance Ombudsman**

**TSA 50,110**

**75,441 Paris Cedex 09**

**<https://www.mediation-assurance.org/>**

and this is without prejudice to other legal action.

#### LIMITATION OR EXCLUSION CLAUSE DUE TO SANCTION

The Insurer shall not be bound by the coverage of any insurance (or reinsurance) guarantee or by the settlement of a claim or the provision of benefits under these provisions if such coverage, settlement or benefits exposes it to any sanction, prohibition or restriction under United Nations resolutions on economic or commercial sanctions or under the laws and regulations of the European Union, the United States of America or any other jurisdiction.

#### MANAGEMENT DELEGATION

A management delegation agreement specifies the operations relating to policy no. 080605/501 that the Insurer delegates to **April International Care France** and in particular the obligations of the latter vis-à-vis the Insurer regarding acceptance, declaration, repayment of the contributions and statistical institutions and the Protection of Personal Data as indicated in policy no. 080605/501.

## INSURED PERSONS

## BENEFICIARIES OF THE COVERS

The category of beneficiaries indicated in policy no.080605/501 may be:

- either:

**The Insured Persons only**

- or:

**The Insured persons and the members of their families indicated below** receiving benefits under a French social security scheme or its equivalent:

- the spouse;
- the partner bound by a PACS (civil partnership);
- the declared partner;
- dependent children as defined by policy no. 080605/501;

### Dependants

When dependants are included in the cover or benefits, the following definitions shall apply:

#### Spouse

The spouse of the married Insured Person or otherwise the partner bound by a Civil Partnership "PACS" declared to **April International Care France** by the Member Company and under admissibility conditions, with the production of a certificate certifying this situation.

#### Partner

"Partner" refers to the person cohabiting with the Insured Person as if married and fulfilling both of the following conditions:

- that they are both free of any marital attachment,
- that the cohabitation with the partner was declared by the Insured Person through the Member Company to **April International Care France** at the time of application, with production of a certificate declaring this situation.

If the declaration of cohabitation occurs subsequently to the Insured Person's joining date, the person shall only be considered as a partner after six months. This period shall not be required if a child born from the union is dependent on the Insured Person. The end of the state of cohabitation must be declared in writing by the Insured Person.

Furthermore, in order to determine benefits in the event of death, it must be proven that married life dates from more than a year prior to the claim.

Only one person shall be considered as a beneficiary in this respect.

#### Dependent children

**The Insured Person's unmarried children and those of the spouse (or civil partner or cohabitating partner), living under the Insured Person's roof, whether they are legitimate, recognized, adopted or taken in when they are dependent for tax purposes on the Insured Person:**

- born alive less than 300 days after the Insured Person's death,
- if they are minors,



- or whatever their age, if they have a disability card as stipulated in article L. 241-3 of the French Social Action and Families Code,
- or if they fulfil both the following conditions:
  - are less than 21 years of age, or less than 28 years of age if they are continuing their studies or in the event of a disability,
  - are covered by a French Social Security scheme or local equivalent,
  - are not employees or do not benefit from specific resources as a result of their work (except, if they are students, in respect of occasional work lasting less than three months or work as part of a work experience placement whose monthly remuneration is less than 80% of the French minimum wage).

Children are considered dependent on the Insured Person for tax purposes if they are:

- considered as at least a half-share in calculation of the Insured Person's income tax payable in the year of the event which invokes the cover,
- students who have not chosen their attachment to the taxable household, who receive a living allowance from the Insured Person which is deductible when calculating the Insured Person's income tax payable in the year of the event which invokes the cover,
- recognized, adopted or taken in by the Insured Person, dependent for tax purposes on his/her PACS partner or partner.

If the Insured Person is not subject to the French tax system, the definition of dependent children set out above shall be assessed using the criteria contained in French tax legislation.

Cover ceases for successors from the moment they no longer fulfil the conditions set out above and in any case on the same date as the Insured Person.

Benefits are due in respect of procedures, treatment and hospitalisation which occur in the period during which the beneficiary belongs to the category defined above.

In the event of the Insured Person's death, the **Health** cover shall be maintained free of charge for other beneficiaries for a period of one month.

Those concerned may, however, request, within a maximum of six months of the Insured Person's death, maintenance of individual Health cover, under the conditions set out in this notice.

**Personal data and/or other sensitive data is necessary for the subscription, administration and management of policy no. 080605/501. Dependants and/or beneficiaries as defined above are considered "Data Subjects" for the purposes of the application of the Data Protection Regulation as defined in policy no. 080605/501 as well as in the attached Privacy Statement Appendix.**

## ENROLMENT

**Members of the expatriate salaried staff category to be insured must, at the time of their enrolment, must complete and sign an Individual Enrolment Request provided by April International Care France, stating the beneficiaries to be insured.**

The Insurer reserves the right to make acceptance of them conditional upon production of any additional information it deems necessary.

The Insurer reserves the right, having received the aforementioned documents and information, to restrict the cover and revise the price of the policy stated in the application or even refuse cover to the Company.

**If the Insured Person's dependants are covered under policy no.080605/501 defined below, the privacy statement appended to the Information Notice must also be communicated to them by the Member Company through April International Care France.**

#### EFFECTIVE START OF COVER

Once the policy has come into effect, the cover shall be effective for each employee defined as an Insured Person on the following dates:

**Employees enrolled on the effective date of the policy:**

- from this last date

**Employees enrolled after the effective date of the policy:**

- on the date they join the category of employees to be insured if their Individual Affiliation Application within fifteen days of this date,
- on the date this request is received if not.

**Coverage for family members** defined in policy no. 080605/501 takes effect at the same time as those in favour of the Insured Person or, subsequently, as soon as the persons concerned fulfil the conditions as required.

#### TERM OF COVER

**Except in the event of a deliberate reticence, omission or false or inaccurate declaration, once accepted the Insured Person may not be excluded from the Insurance against his/her wishes provided he/she is part of the category of employees to insure, subject to the provisions of Article L.141-3 of the French Insurance Code.**

In any event, cover ceases:

**For each Insured Person:**

- as soon as he/she ceases to belong to the category of employees to whom policy no. 080605/501 applies
- or on the date of allocation of a old-age pension or benefits from any collective retirement scheme or from a incapacity pension from the French Social Security or its local equivalent,
- or at the latest on the day of his/her **67<sup>th</sup> birthday**.

**For all the Insured Persons belonging to the aforementioned category of employees:**

- on the termination date of policy no.080605/501.
- or on the cancellation date of the certificate of membership of the Member Company.

In the event of suspension of the employment contract for any reason other than annual paid leave, illness, accident, maternity or paternity leave, the cover is also suspended for the same period of time and with the same effects as cessation.

However, the Insurer may, at the request of the Underwriting Association or the Member Company, establish a rider to continue to extend the life cover's benefits to employees concerned, under the same conditions as for other employees, particularly in relation to the payment of contributions.

The cover in favour of family members defined in policy no. 080605/501 ceases (or is suspended) at the same time as that of the Insured Person, except in the cases mentioned below.

The cessation (or suspension) of cover, both for the Insured Person and his/her family members, results in the termination of entitlement to services for all procedures and treatments which have occurred since the cessation date, even if they began or were prescribed before that date.

### **Persons concerned**

The following may take out the policy individually, without any conditions in terms of a qualifying period, medical examinations or medical questionnaire:

**Former employees** who, due to the termination of their employment contract (or following the maintenance period stipulated in policy no. 080605/501 if included), have returned to France and ceased benefiting from the Healthcare Costs cover of policy no. 080605/501 and who are in receipt of:

- either a disability pension or an incapacity allowance,
- or a retirement pension,
- or a replacement income if they are no longer employed.

**The beneficiary members of the former employee's family** who also cease to benefit from the aforementioned cover due to:

- either the employee's departure, if any of the cases referred to above apply to him/her,
- or the employee's death.

### **Application formalities**

In order to be admissible, the application must be made:

- within **six months of the date of termination of the employment contract** for the former employee, both in respect of him/herself and family members to be covered,
- within **six months of the employee's death** in respect of family members.

## COVERS AND BENEFITS

### BENEFITS

- **Nature**

The coverage consists of reimbursement of the medical expenses incurred by the Insured Person, **in addition to the benefits in kind of “illness - maternity – disability” and “workplace accident - occupational disease” insurance or benefits in kind of Illness and Maternity Social Security insurance** unless otherwise indicated in policy no. 080605/501.

The treatment must be recognized by local medical authorities and provided by practitioners exercising within a field in which they are qualified (in line with legislative, regulatory and other requirements in respect of professional standards in the country concerned).

If one of the Insurer’s beneficiaries is covered by a French Social Security scheme or equivalent, the benefits received from this organization shall be deducted from his/her benefits.

If the spouse (or civil partner or partner) is also an employee, the benefits paid by the Insurer shall be in addition to those from any Healthcare Costs scheme from which they may benefit personally.

It is stipulated that **in the event of hospitalisation**, costs in respect of the following shall be covered:

- medical hospitalisation in public or private establishments or at home,
- hospitalisation and surgical intervention. Procedures carried out under general anaesthetic or in relation to trauma surgery and surgical procedures carried out under local anaesthetic are deemed to be surgical procedures,
- hospitalisation for mental and nervous disorders,
- related medical and paramedical costs provided in the context of hospitalisation,
- transportation of the patient.

**Transportation is covered, within the same country, in the event of hospitalisation, between the patient’s home or the site of the accident and the closest hospital in the same country.**

It is also covered if the patient’s condition requires his/her subsequent transfer from the first establishment to another closest establishment.

The Insurer’s prior authorisation is required for any hospitalisation, except in the case of an emergency as defined in this notice. Cases for prior approval are indicated in the cover table, if applicable.

In the other cases, the covers are defined in the cover table set out below.

Medical expenses must have been incurred during the insurance period:

- in one of the following expatriation areas or countries:
- in another country:
  - during a trip lasting less than seven weeks, only for expenses relating to an emergency accident or illness as defined in this notice provided that the treatment has been provided by a doctor, general practitioner or specialist, or that the hospitalisation was required as a direct result of an emergency and occurs within twenty-four hours,
  - in all other cases, following the Insurer’s explicit consent.

- **Declaration of healthcare costs**

**The declaration form shall be provided by the Insurer and must be returned to it along with supporting documents.**

**No copies, photocopies or duplicates of invoices shall be accepted.**

The Insurer may request, if necessary, any other document necessary for the application of the cover.

All information provided by the Insured Person or any of his/her dependants which proves erroneous, falsified or exaggerated or any fraudulent or deceitful actions by them shall incur the direct liability of the Insured Person and the return of sums unduly paid by the Insurer based on this incorrect information.

- **Amount of benefits**

Reimbursement of medical expenses shall be made in EUROS up to the maximum amount indicated below in the coverage table, per insured person, per calendar year and within the limit of actual expenses.

The amount of benefits shall be determined for each cost item within reasonable and usual limits and according to the procedure set out in policy no. 080605/501.

**The reasonable and usual nature shall be decided based on medical practice in the country where the treatment is provided (type of treatment, quality of care and equipment, geographical area and country) and shall be subject to codification and price-setting standards for procedures and treatments as referenced or listed in each country.**

**The unreasonable and unusual nature may therefore result in reimbursement being refused or the amount of the reimbursement being limited.**

# TABLE OF COVERS

	EMERGENCY	BASIC	ESSENTIAL	COMFORT	EXTENSIVE	PREMIUM
MAXIMUM OVERALL CEILING PER BENEFICIARY AND PER YEAR	€250,000	€500,000	€1,500,000	€2,000,000	€2,500,000	Unlimited (except USA €3,000,000)
MEDICAL AND SURGICAL HOSPITALISATION (including outpatient)*						
Costs of stay	100% FR  Only in case of accident or medical emergency	100% FR	100% FR	100% FR	100% FR	100% FR
Fees, operating theatre, medical procedures						
Medical testing, x-rays						
Advanced medical imaging (MRI, CT scan)						
Prescribed drugs						
Surgical or medical devices and prostheses						
Ambulance transport (if hospitalised)						
Standard private hospital room (per night)	not covered	€75	€150	100% FR (including TV & internet costs)	100% FR (including TV & internet costs)	100% FR (including TV & internet costs)
Fee to accompany a child under 18 years of age (per day)	not covered	not covered	€50	€100	€100	100% FR
Hospitalisation for mental or nervous disorders	not covered	not covered	100% FR limited to €7,000 and 30 days max	100% FR limited to €10,000 and 30 days max	100% FR limited to €10,000 and 30 days max	100% FR limited to 45 days max
Consultations, treatments and examinations in relation to covered hospitalisation (30 days before and after)	100% FR	100% FR	100% FR	100% FR	100% FR	100% FR
Rehabilitation in centre following covered hospitalisation						
Treatment of cancer (oncology, chemotherapy, radiation therapy)	not covered					
Renal dialysis						
Organ registry						
Home hospitalisation						
Stay and care in palliative care centre						
Restorative dental surgery following a reported accident	100% FR					
MATERNITY*						
Maternity stay expenses	not covered	100% FR up to €3,000 per pregnancy	100% FR up to €6,000 per pregnancy	100% FR up to €12,000 per pregnancy	100% FR up to €12,000 per pregnancy	100% FR up to €20,000 per pregnancy
Fees, medical procedures						
Consultations (obstetrician, midwife)						
Drugs						
Neonatal and diagnosis of chromosomal abnormalities						
Standard private hospital room (per night)						
External consultations (obstetrician, midwife), pre and postnatal examinations, drugs		On outpatient basis	On outpatient basis	On outpatient basis	On outpatient basis	On outpatient basis

MEDICALLY ASSISTED REPRODUCTION (maximum 4 attempts per year)**										
Drugs, hormone treatment, testing	not covered	not covered	not covered	100% FR up to €1,500 per attempt	100% FR up to €1,500 per attempt	100% FR up to €3,000 per attempt				
In vitro fertilisation, artificial insemination										
ROUTINE MEDICAL CARE										
Consultations of GPs	not covered	100% FR limited to €80 / consultation	100% FR	100% FR	100% FR	100% FR				
Consultations with specialist physicians (except psychiatrists)		not covered	not covered							
Psychiatrists										
Analyses, laboratory work, radiology		100% FR	100% FR							
Advanced medical imaging (MRI and CT scan)										
Technical medical procedures, minor surgery excluding hospitalisation		100% FR limited to €1,000 / year								
Medical auxiliaries****: Physical therapist, nurse, midwife, speech therapist, orthoptist, podiatrist, occupational therapist, psychomotor therapist										
Prescription drugs (excluding contraception, homeopathy, herbal medicine, vaccines, anti-malaria treatments)		100% FR								
Contraceptive means, homeopathy, herbal medicine, vaccines, anti-malaria treatments (on medical prescription)		100% FR limited to €250 / year								
Drugs prescribed during hospitalisation for home use (including for chronic disease)		100% FR								
Consultation of osteopathy, chiropracty, ethiopathy, homeopathy, herbal medicine, psychotherapy, acupuncture.		not covered					100% FR limited to €300 / year	100% FR limited to €300 / year	100% FR limited to €500 / year	100% FR limited to €1,000 / year
Medical equipment and devices, medical prostheses (excluding optical and dental), audio prostheses		100% FR limited to €1,000 / year					100% FR limited to €2,000 / year	100% FR limited to €2,000 / year	100% FR limited to €3,000 / year	100% FR
PREVENTION										
Screening (HIV, hepatitis B, uterine, colon, breast and prostate cancer)	not covered	100% FR	100% FR	100% FR	100% FR	100% FR				
Lump sum for self-medication (non-prescription drug, nicotine replacement)		not covered	not covered	not covered	100% FR limited to €100 / year	100% FR limited to €200 / year				
Health check and hearing test (limited to 1 check every 2 years)			100% FR limited to €500	100% FR limited to €500	100% FR limited to €1,000	100% FR limited to €1,500				
Dietician consultations			not covered	not covered	not covered	not covered				
Medically prescribed spa treatment package			not covered	not covered	not covered	€500/year				
FUNERAL BENEFITS										
Funeral expenses of an insured person over 12 years of age	€0	€3,000	€3,000	€3,000	€5,000	€5,000				

\* Any hospitalisation (including maternity and excluding outpatient hospitalisation) is subject to Prior Approval. A 20% exemption will be withheld in the event of non-compliance with this formality.

\*\* Subject to Prior Approval. No payment will be made in the event of non-compliance with this formality.

\*\*\* Medical procedures or a series of consultations, as long as the number is greater than 10, are subject to Prior Approval.

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
<b>DENTAL***</b>					
Maximum amount for dental per beneficiary per year	€500	€1,500	€3,000	€4,000	€5,000
Routine and preventive care (Check, x-ray, scaling, treatment of cavities, root canals, periodontics, endodontics)	100% FR	100% FR	100% FR	100% FR	100% FR
Dental prostheses, crowns, Inlay-core, implants, inlay/onlay	100% FR	100% FR	100% FR	100% FR	100% FR
Orthodontics up to 18 years of age (treatment started before age of 16 and limited to 3 years)	not covered	100% FR limited to €1,000 / year	100% FR limited to €1,500 / year	100% FR limited to €2,000 / year	100% FR limited to €2,000 / year
<b>OPTICAL</b>					
Maximum amount of optical per beneficiary and per year	€200	€500	€600	€700	no overall cap
Lenses and frames limited to 1 pair every 2 years	100% FR	100% FR up to the maximum cap lenses and frames not covered during year of surgery			100% FR limited to €700
Refractive surgery (laser treatment of visual defects) limited to one operation per eye for the entire life of the contract	not covered				100% FR limited to €700 / eye
Corrective lenses (including disposable)	up to €75 / year	up to €200 / year	up to €250 / year	up to €300 / year	up to €350 / year

\*\*\* Procedures involving dental prostheses, crowns, Inlay-core, implants, inlay/onlay and orthodontics are subject to Prior Agreement.

#### Possible choice of level according to basic covers

<b>EMERGENCY</b>					
<b>BASIC</b>	LEVEL 1				
<b>ESSENTIAL</b>	LEVEL 1	LEVEL 2			
<b>COMFORT</b>	LEVEL 1	LEVEL 2	LEVEL 3		
<b>EXTENSIVE</b>	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	
<b>PREMIUM</b>	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5



## PRIOR ACCEPTANCE

Reimbursement of costs is dependent on the Insurer's prior agreement, except in the case of an emergency.

Except in the case of an emergency, the Insurer must be notified of every hospital admission at least two weeks before admission.

The Insurer shall be deemed to have agreed if it has not responded within five days of receipt of the request for prior approval.

In the event that the request for prior agreement has not been made and if, and only if, treatment then proves medically necessary, the Insurer shall reimburse 80% of hospital expenses and 50% of the amount for any other service of a similar kind which would have had to be reimbursed.

Prior agreement is not required in the event of an emergency as defined in policy no. 080605/501. However, the Insurer should be advised within forty-eight hours or as soon as possible in the case of force majeure. Provisions relating to reasonable and usual costs in countries where the care is provided apply under all circumstances.

## LIMITATION ON ACTUAL COSTS

**In accordance with article 9 of law no. 89-1009 of 31 December 1989 and decree no. 90-769 of 30 August 1990, reimbursement or compensation of costs incurred for an illness, childbirth or an accident may not exceed the costs remaining payable by the Insured Person following all types of reimbursement to which he/she is entitled.**

Covers of the same kind taken out with several insurers shall be effective within the limit of each cover, irrespective of the date they were taken out. Within this limit, the policy beneficiary may obtain additional compensation by submitting details of the reimbursement(s) made by the other organisation(s).

For application of the above provisions, the limitation on the amount of costs remaining payable by the Insured Person shall be determined by the Insurer for each of the procedures or items of expense.

## FORFEITURE OF COVER

**The Insured Person shall lose any right to benefits if he or she voluntarily makes a false statement on the date, nature, causes, circumstances or consequences, or amounts of the claim.**

**Forfeiture is also applied if the Insured Person knowingly uses inaccurate documents as supporting documents.**

## RISKS EXCLUDED

**Costs incurred shall not be paid by the Insurer if they result from the following:**

- A claim resulting directly or indirectly from a nuclear reaction,
- The consequences of war, whether civil or not, insurrection, riot, attack or popular uprising or acts of terrorism, wherever the events take place and whoever the protagonists, unless the Insured Person does not take part actively in the event, or he/she is assigned to carry out a

maintenance or surveillance in order to protect the safety of persons and goods on behalf of the Underwriting Association or the Member Company.

The Insurer reserves the right to amend the cover for one or more specific geographical areas, subject to fifteen (15) days' notice to the Member Company. The latter may refuse this amendment and terminate its policy by sending the Insurer a recorded delivery letter with acknowledgement of receipt within thirty (30) days of the date of receipt of the Rider sent by the Insurer. The termination shall be effective from the first day of the calendar quarter following the refusal notice.

The Underwriting Association shall inform the Member Company of the termination.

Furthermore, in the event of a war in which France is a combatant, none of the covers shall be granted.

## EXCLUDED BENEFITS

It is stipulated that policy no. 080605/501 does not cover the following treatments, whether or not they are reimbursed by the Caisse des Français de l'Etranger, with the exception of the benefits that are indicated as covered in the policy's table of covers:

- Treatments outside the geographical area of coverage as specified in policy no. 080605/501, unless indicated otherwise in this notice,
- Any form of experimental or uncontrolled treatment that does not adhere to the commonly accepted, customary or traditional practice of medicine, except with the Insurer's specific consent,
- Ancillary expenses or expenses in relation to comfort in the event of hospitalisation (telephone, television, hotel, internet),
- Treatments related to drug addiction,
- Detox cures,
- Expenses incurred in relation to the acquisition of an organ,
- Any operation or treatment related to a sex change,
- Any elective/voluntary surgery and/or plastic/cosmetic surgery,
- Cosmetic treatments, face-lifts, weight-loss treatment,
- Cosmetic treatments and consultations, face-lifts, weight-loss treatment,
- Non-medically prescribed spa therapy.
- Transportation and accommodation costs in relation to spa cures outside France,
- Medical expenses relating to a stay in a thalassotherapy centre or fitness centre even if this stay is medically prescribed,
- Medical expenses relating to a stay in a rest home or convalescence home, unless this stay follows a hospitalisation or serious surgery as assessed by the Insurer's doctor,
- External psychotherapy or psychoanalysis consultations and their treatments,
- Consultations, treatments and complications related to hair loss or implants unless related to hair loss due to a serious illness,
- Treatment to modify the refraction of an eye or eyes (laser eye correction), including Radial Keratotomy (RK) and Photorefractive Keratotomy (PRK), unless optical is selected as an option,
- Medication without a prescription and commonly used non-medicinal products such as medical alcohol, cotton wool, sun creams, dental hygiene products, dressings and shampoo.

## DEFINITIONS

The terms and expressions used in policy no. 080605/501 have the following meanings:

**Accident**

Any physical injury beyond the Insured Person's control, resulting from an abrupt, sudden and unexpected action, excluding an acute or chronic illness.

**Medical auxiliaries**

Nurses, carers and other state-registered medical personnel.

**Spa treatment**

Medical treatment prescribed for a maximum of 21 days making use of mineral spring water and its derivatives. The establishment must provide its patients with regular medical supervision and monitoring.

**Childbirth expenses**

Medical expenses (including double room) incurred for vaginal childbirth or by caesarean if medically necessary or usual in the country where the birth takes place. Any complication, and private room, will be paid for by the "hospitalisation" cover.

**Hospital**

Medical or surgical hospital legally and duly certified in the country in which it is located and placed under the permanent management and control of a resident doctor.

**Expatriation country**

The country, outside the country of origin, in which the Insured Person works for the Company.

**Country of origin**

The country appearing on the passport of the insurance beneficiary and/or the country declared as the country of origin on the Individual Affiliation Application.

**Dental prosthesis**

Prosthetic treatments, including crowns, inlays, onlays and implants, and all the necessary treatments, including the refund of the laboratory and component expenses.

**Medical prosthesis**

Hearing aid, phonation aid (electronic larynx), wheelchair and personal mobility aid, artificial limb, ostomy product, hernia support, abdominal bandage, elastic support stockings or orthopaedic sole and any other medically prescribed apparatus.

**Emergency dental treatment following an accident**

The treatment must be provided within fifteen days and involve replacing health and natural teeth which have been lost or damaged.

**Emergency**

A term used in the event of an accident, natural catastrophe, the beginning of sudden worsening of a serious illness requiring immediate measures and medical treatment for the Insured or one of the Insured's dependants. Only medical treatment given by a doctor, generalist or specialist or

hospitalisation occurring within twenty-four hours of the direct cause of the emergency shall be considered conditions necessary for reimbursement.

## FORMALITIES IN THE EVENT OF CLAIMS

### **In the event of hospitalisation,**

- supporting documents in respect of the hospitalisation (invoices, bills for fees),

### **In the event of illness,**

- detailed invoices,

### **In the event of a home birth,**

- a copy of the child's birth certificate,

The Insurer may request any other supporting document in order to complete the claim.

### **Assessment of Claims**

As part of the analysis of a claim, the Insurer's medical expert may need to request any supporting documentation necessary to process the claim. If the documents provided prove to be incomplete or give rise to doubt the Insurer's medical expert has the right to request data from the following organizations and persons as defined in the attached Privacy Statement Schedule,

- Doctors,
- Hospitals,
- Other medical institutions,
- Care homes,
- Care staff,
- Other insurers,
- Core health insurance bodies,
- Professional insurance organisations, and
- Official bodies

In the event that the insured persons, including assigns and/or beneficiaries, as defined in policy no. 080605/501, explicitly reject the collection of their personal data in the context of the processing of claims or revoke their consent, the Insurer may not be held liable for non-payment of the benefits.

In any event, the Insurer may not be held liable by the Underwriting Association for the inability to execute the benefits provided for by policy no. 080605/501.

**Any fraud, inaccuracy or concealment relating to any matter affecting the insurance or related to a claim may result in the termination of the insurance policy and result in the non-payment of the benefits related thereto.**

**The Appendices attached hereto are considered an integral part of policy no. 080605/501.**

<b>APPENDIX 1: REPRODUCTION OF ARTICLES OF LAW</b>
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**Limitation period: Articles 2240 et seq. of the French Civil Code**

Article 2240

Recognition by the debtor of the right of the person against whom he was making a claim interrupts the limitation period.

Article 2241

Legal action, even in summary procedures, interrupts the limitation period and the foreclosure period.

The same applies when legal action is brought in a court without jurisdiction or when the referral to the court is cancelled due to a procedural error.

Article 2242

The interruption resulting from legal action applies until the case is terminated.

Article 2243

The interruption is null and void if the plaintiff withdraws his claim or lets the case expire, or if the claim is definitively rejected.

Article 2244

The limitation period or foreclosure period is also interrupted by a protective measure taken in accordance with the French Code of Civil Enforcement Procedures or a writ of enforcement.

Article 2245

A summons to one of the joint and several debtors by legal action, a writ of enforcement or recognition by the debtor of the right of the person against whom he was making a claim, interrupts the limitation period against all the others, including their heirs.

However, a summons made to one of the heirs of a joint and several debtor or the recognition of this heir does not interrupt the limitation period with regard to the other co-heirs, even in the case of a mortgage debt, if the obligation is divisible. This summons or recognition interrupts the limitation period, with regard to the other debtors, only for the portion for which this heir is liable.

To interrupt the limitation period for the entire debt, with regard to the other co-debtors, a summons must be made to all the heirs of the deceased debtor or all the heirs must be recognised.

#### Article 2246

The summons made to the main debtor or his recognition interrupts the limitation period against the surety.

#### **False declaration: Articles L. 113-8 and 9 of the French Insurance Code**

##### Article L113-8

**Irrespective of the ordinary causes of nullity, and subject to the provisions of Article L.132-26, the insurance contract is null in the case of omission or intentional false declaration by the insured, if this omission or false declaration changes the nature of the risk or increases the risk in the opinion of the insurer, even if the risk omitted or misrepresented by the insured has not affected the claim.**

**The premiums paid shall then remain acquired by the insurer, which is entitled to the payment of all premiums due as damages.**

**The provisions of the second paragraph of this Article shall not apply to life insurance.**

##### Article L113-9

**The omission or misrepresentation on the part of the insured person whose bad faith is not established does not invalidate the insurance.**

**If this is noted prior to any claim, the insurer is entitled either to maintain the policy, in return for a premium increase accepted by the insured, or to terminate the contract ten days after notification sent to the insured by registered letter, by returning the portion of the premium paid for the time the insurance is no in effect.**

**In the event that the finding takes place only after a claim, the indemnity shall be reduced in proportion to the premium rate paid in relation to the rate of premiums that would have been due, if the risks had been fully and accurately declared.**

## APPENDIX 2: PRIVACY STATEMENT

AWP Health & Life SA, an entity of Allianz Worldwide Partners SAS, is a French insurance company offering insurance products and services on a cross-border basis.

The Underwriting Association has taken out with AWP Health & Life SA insurance policy no. 080605/501 on behalf of its Members.

Policy no. 080605/501 implements the regulations and requirements regarding personal data protection and the collection, processing and use of personal data in the context of the execution and management of policy no. 080605/501.

Protecting the privacy and data of insured persons is the absolute priority of AWP Health&Life SA. This privacy statement explains how personal data is collected, what type of data is collected and why, with whom it is shared and disclosed. Please read this statement carefully.

As stipulated in policy no. 080605/501, the Underwriting Association undertakes to inform its Members, both present and future, belonging to the insured employee category and, where applicable, their dependants and/or beneficiaries, of their rights regarding the confidentiality of personal data, in accordance with Regulation (EU) 2016 / 679 and to provide each Insured Person at the time of enrolment, pursuant to Article L.141-4 of the French Insurance Code, with the information notice specifying the coverage, terms and conditions, this privacy statement and the procedures to be followed in the event of a claim.

In the event that policy no. 080605/501 includes the coverage of dependants and/or beneficiaries in the event of death, if applicable, this data privacy statement must also be communicated by the Underwriting Association to these third parties.

The Personal Data relating to the Parties to policy no. 080605/501, policy Members, members of the category of employees to be insured and, where applicable, their dependants and/or their beneficiaries or any identified or identifiable natural person, including the signatory of policy no. 080605/501 or any other contractual document related thereto, is used for the sole purpose of performing and managing policy no. 080605/501. These various parties are hereinafter referred to as "Data Subjects".

The processing measures, whether automated or otherwise, concern in particular the collection, processing, archiving, recording, organisation, limitation and minimisation of data, adaptation or alteration, conditions for withdrawal, use, consultation and transfer, dissemination or making available, and the security of personal data and are implemented in accordance with French law 78-17 of 06/01/1978 on Data Processing, Data Files and Individual Liberties and all laws and regulations applicable to the processing of personal data, including the General Data Protection Regulation (Regulation (EU) 2016/679), hereinafter "the Regulation", sector-specific laws and the applicable directives and codes of practice published by the supervisory authorities.

The terms used in this declaration correspond to those used by the Regulation, and their definitions are set out below.

"Personal Data" corresponds to all personal and/or sensitive data relating to the "Data Subjects".

All necessary amendments, if any, to existing and future policies, data protection agreements with processors and data transfer agreements relating to the collection, processing, use, archiving and transfers of data made available by the Insurer to processors or collected by them on behalf of the Insurer are concluded in accordance with the various aspects of personal data protection and the information security provided for by the Regulation.

All appropriate security measures necessary to properly protect and secure personal and sensitive data collected, processed and used are implemented in accordance with law no. 78-17 of 6 January 1978 on information technology, data files and civil liberties and laws and regulations relating to the protection and processing of personal data, and in particular sensitive data, where applicable, the implementation of medical secrecy data processing in accordance with the Regulation, the AERAS Convention (insurance and loans at increased risk to

health), which came into force in 2006 and was revised on 1 February 2011 and 2 February 2015, and the code of conduct attached thereto and the Code of Medical Ethics.

#### **Data Controller**

AWP Health&Life SA, the Insurer, is the data controller, in accordance with the applicable data protection laws, which, alone or jointly with others, determines the purposes and means of processing.

#### **Processor**

If this is the case for this policy, the processor is a third party, authorised by a separate agreement relating to the management and protection of data, to collect, process and use any personal information making it possible to identify the "Data Subjects", whether made available to the processor by the controller or collected by the processor on behalf of the controller, in compliance with the various aspects relating to the protection and security of data and personal information.

#### **Basic Personal Details**

The different types of Personal Data that may be collected and processed in connection with the performance and management of policy no. 080605/501 by any Data Controller or authorised third party Processor must include, but are not limited to, the following information:

- **Basic Personal Details:** Full name, title, address, telephone number, email address, IP address via the web page without disabling cookies, age, date of birth, gender, nationality, identification document and/or ID number (passport, ID card), signatures;
- **Basic HR details on employees:** including personnel number, position/job, full-time or part-time employment status, details/description of role, language, details of health insurance, rank, policyholder/entity, unit / division, office, country of origin and country of expatriation, Report Manager, start date, working hours, dates and details of relocation, end date and reason for termination, type of contract - fixed/temporary/permanent, correspondence, results of criminal checks related to fraud prevention and/or terrorist activities
- **Financial Details:** including bank account/credit card information, payment information, wages/salaries, bonuses; payroll, benefit and rights data, share plan data, accommodation/relocation allowances or others, compensation data, third-party discounts;
- **Health, well-being & absences:** related to the relationship between the Underwriting Company and the person concerned, such as the personnel file, including performance information, absence / leave report, reason for absence, information on physical and psychological health, health and safety information about health and safety information and reports, grievances and complaints, details of harassment, disability, access, details of specific requirements, retirement pension for health care, retirement.
- **Education & Professional Experience & Affiliations:** life data, which may include education and training information, qualifications/certifications, languages, professional background, skills, awards or performance evaluations or any other information relating to professional life;
- **Family, lifestyle and social situation:** including marital status, dependants / spouse/partner/family details, emergency contacts, Ethnicity, religion/religious beliefs, other information on diversity and equality and Personal Life Data which may include information on tastes and information related to personal life;
- **Special categories of personal data/sensitive data:** may include any data that may reveal racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, health data or data concerning a subject's sex life or sexual orientation,



including medical questionnaires, registration forms, consent forms, beneficiary declaration forms, medical reports, medical evaluation reports or death certificates, requests for prior approval, medical expense invoices, claim history.

#### “Data Subject” Category

The Personal Data processed by the Insurer and/or on behalf of the Insurer in order to fulfil its obligations under policy no. 080605/501, or in relation thereto, according to the services provided, may concern, in particular but not exclusively, the following categories of persons:

- Current or former staff, including directors, officers, employees, relations of employees, suppliers, natural persons (agents, intermediaries), temporary staff, guests, Insurers, subcontractors, representatives of business partners (suppliers, customers, brokers, intermediaries), insured persons, policyholders, insured persons, beneficiaries, family members and/or dependants of policy holders, insured persons or beneficiaries, if any;
- Contacts or other employees of customers, prospects, suppliers, affiliates, business partners or other related organisations.

To the extent that personal data and/or other sensitive data is necessary for the underwriting, administration and management of policy no. 080605/501, dependants and/or beneficiaries in the event of death shall be considered “Data Subjects” for the purposes of application of the Regulation.

#### Consent

The collection and use of personal data provided to the data controller and to any authorised third party, as the case may be, may require the express consent of the data subject, unless otherwise provided by applicable laws and regulations:

Purpose	Express consent
<ul style="list-style-type: none"> <li>• Conclusion and performance of the insurance policy (i.e. quote, underwriting, handling of claims)</li> </ul>	<ul style="list-style-type: none"> <li>• Yes, if necessary. However, in cases where we need to process your personal data in connection with your insurance and/or the handling your claim, we will not seek your express consent.</li> </ul>
<ul style="list-style-type: none"> <li>• Management of debt collection</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<ul style="list-style-type: none"> <li>• You present or allow Allianz Group companies and certain third parties to present you with products and services that may be of interest to you, in accordance with your specified marketing preferences. You may change these settings at any time by <b>contacting your usual AWP Health&amp;Life SA contact person</b> or by contacting us as set out in Section 9.</li> </ul>	<ul style="list-style-type: none"> <li>• Yes</li> </ul>
<ul style="list-style-type: none"> <li>• Automated decision making (including profiling) to assess credit risk, customise your [on-site] experience (by presenting products, services, marketing messages, and tailored offers and content) and make other decisions for you using</li> </ul>	<p>Yes, if necessary. However, in cases where we need to process your personal data in connection with your insurance and/or the handling your claim, we will not seek your express consent.</p>

Purpose	Express consent
computer technology, for example, determining which products are best suited to your needs.	
<ul style="list-style-type: none"> <li>Fraud prevention and detection</li> </ul>	<ul style="list-style-type: none"> <li>No</li> </ul>
<ul style="list-style-type: none"> <li>Compliance with all legal obligations (tax, accounting and administrative obligations)</li> </ul>	<ul style="list-style-type: none"> <li>No</li> </ul>
<ul style="list-style-type: none"> <li>Risk redistribution by reinsurance and co-insurance</li> </ul>	<ul style="list-style-type: none"> <li>No</li> </ul>

As mentioned above, for the purposes listed above, AWP Health & Life SA may be required to process personal data from public databases, third parties such as brokers and business partners, physicians, hospitals or any other medical institution, other insurers, commercial intelligence companies and fraud prevention agencies, advertising agencies, providers of analytical services and information search services, claims experts, other experts, intermediaries, proxies and lawyers.

With respect to the above mentioned purposes for which AWP Health & Life SA indicates that your express consent is not required or in cases where we need your personal data in connection with your insurance and/or handling of your claim, we will process your personal data on the basis of legitimate interests and/or in accordance with AWP Health & Life SA's legal obligations.

#### Access to and Processing of Personal Data

AWP Health & Life SA shall ensure that your personal data is processed for the purposes indicated above. For the purposes stated, your personal data may be disclosed to the following parties, acting as third parties responsible for data processing. For the purposes stated, personal data may be obtained or disclosed to the following parties through contractual arrangements intended to protect personal data with those who may operate as authorised third party data controllers and/or processors.

- public sector bodies, other Allianz group companies, other insurers, co-insurers, reinsurers, insurance intermediaries/brokers and banks.
- With entities outside the Allianz group that perform certain services on behalf of AWP Health & Life SA such as risk assessment and handling of claims involving the collection and use of medical and other data without which AWP Health & Life SA could not manage the policy or pay claims.
- Underwriter, employers, brokers, other Allianz group companies, insurance intermediaries, third party administrators to underwrite and/or manage the policy, process the data and carry out the necessary operations (claims, IT, correspondence, administrative documents, etc.)
- physicians, nursing and hospital staff, other medical institutions, nursing homes, compulsory health insurance funds, professional associations and public authorities to manage the policy or process any claim.
- Other Allianz Group companies, technical consultants, experts, lawyers, claims experts, repairers, physicians; and service companies to carry out the operations (claims, IT, correspondence, management documents); and/or
- Advertisers and advertising networks that send marketing communications to Data Subjects in accordance with local law and communication preferences indicated by the Data Subject. AWP Health Life SA does not share personal data with unaffiliated third parties for their own marketing use without the consent of the Data Subject.

AWP Health & Life S.A and these third parties must carry out this exchange in accordance with the confidential medical data and obligations and procedures required to share the data and use it for the purposes mentioned above.

In the end, AWP Health & Life SA may share your personal data, particularly in the following cases:

- in cases of contemplated or actual reorganisation, merger, sale, joint venture, assignment, transfer or other disposal of all or part of our business, assets or securities (including in insolvency proceedings or other similar proceedings); and
- in order to comply with any legal obligation, including obligations arising from the mediator's decisions in the event that you make a claim regarding any of the products or services of AWP Health Life S.A.
- In case of co-insurance, when the risk is shared between different holders, so that claims can be managed jointly.
- In case of multiple insurance, with other insurers or reinsurers who can cover the same risk for the same period, in order to distribute the payment of compensation that may be due or collaborate in the detection or prevention of fraud and financial crime.

#### Transfer of Personal Data

Personal data may be processed both inside and outside the European Economic Area (EEA) by the parties specified above, which are always subject to contractual restrictions regarding confidentiality and security in accordance with applicable data protection laws and regulations. No personal data will be disclosed to parties unauthorised to process it.

In addition, in the context of the performance of policy no. 080605/501, the personal data processed may be transferred outside the European Union. These transfers are carried out in accordance with the various aspects of personal data protection and the security of information provided for by the Regulation.

Each transfer of personal data for processing outside the EEA by another Allianz Group company will be carried out on the basis of the internal corporate rules approved by Allianz (Allianz Standards on Confidentiality), which establish adequate rules for the protection of personal data and are legally binding on all Allianz Group companies. Allianz's internal corporate rules and the list of companies in the group that comply with them are available here [<https://www.allianz.com/en/>]. Where Allianz's internal corporate rules do not apply, the necessary measures will be taken to ensure that the transfer of personal data outside the EEA will be carried out according to the appropriate level of protection, in the same way as if it were a transfer within the EEA. The Data Subject may take note of the protective measures that AWP Health&Life SA implements for this type of transfer by contacting their usual contact person or AWP Health&Life SA directly at the address indicated below.

#### Data Subject Rights

The regulations on the protection of personal data confer a certain number of rights on Data Subjects, including:

- **The Right of Access:** the Data Subject has the right to ask the data controller to what extent the personal data concerning him/her is processed and, where appropriate, obtain access to such personal data in a concise, transparent, intelligible and easily accessible form in order to determine the origin of the data, the purposes and goals of the processing, the contact details of the data controller(s), and the parties to whom the data may be disclosed;
- **Right to Withdraw Consent:** the Data Subject has the right to withdraw his/her consent at any time, in cases where it is required for the processing of personal data;
- **Right of Rectification:** the Data Subject has the right to immediately request an update or rectification of his/her personal data so that it is always accurate

- **Right to Erasure (“right to be forgotten”)**: the Data Subject has the right to request immediate deletion of his/her personal data;
- **Right to restrict processing**: the Data Subject has the right to restrict the processing of personal data in certain circumstances,
- **Right of Objection**: the Data Subject has the right to object to the processing of his/her personal data for any reason related to its situation, at any time. The controller shall then no longer process the data unless it can demonstrate legitimate and compelling reasons justifying the processing which exceeds the interests, rights and freedoms of the data subject or the establishment, exercise or defence of legal claims.
- **Right to obtain human intervention for a decision based solely on automated processing, including profiling**: the Data Subject has the right not to be subject to a decision based solely on automated processing, including profiling.
- **Right to Portability**: the Data Subject has the right to receive the personal data concerning him/her, which he/she has provided to a data controller, in a structured, commonly used electronic format and has the right to transmit such data to another controller;
- **Right to file a complaint** the Data Subject has the right to file a complaint with AWP Health & Life SA and/or the competent data protection authority.

If the Data Subject wishes to exercise these personal data protection rights as provided for in this clause, a request must be made to:

AWP Health & Life S.A.  
Information Technology and Civil Liberties  
Eurosquare 2  
7 rue Dora Maar  
93400 Saint Ouen  
France  
Email: [informatique.libertes@allianzworldwidecare.com](mailto:informatique.libertes@allianzworldwidecare.com)

## Objection to the processing of personal and/or sensitive data

Where permitted by applicable law or regulation, the data subject has the right to object to the processing of personal data or to request that AWP Health & Life SA stop the processing of data (including for direct marketing purposes). Once the Data Subject has informed AWP Health & Life SA, the latter will no longer process the Data Subject’s personal data unless permitted by applicable laws and regulations.

The Data Subject may exercise this right in the same way as for the other rights indicated above.

## Retention period

AWP Health & Life SA will retain the personal data of the Data Subjects as permitted by applicable laws and regulations, including:

Documents	Retention period
Offers, quotations	3 years
Policies and riders	For life
In progress individual enrolment applications	<ul style="list-style-type: none"> <li>• 5 years after the date of termination of the policy (if no claim),</li> <li>• 5 years after withdrawing from the insurance scheme</li> </ul>
Individual application for enrolments of disabled persons	Ranking in the claim file
Contributions, Premiums and documents relating to the commission system	5 years
IT accounting statements	30 years

Claims in the event of death, Total and irreversible loss of autonomy (TILA), Incapacity, Disability	<ul style="list-style-type: none"> <li>• if the benefit has been paid: 10 years from the settlement date,</li> <li>• if the benefit has not been paid in whole or in part to the beneficiary(ies) in the event of the death of the insured person: 30 years from the date on which the company learned of the insured person's death;</li> <li>• if the benefit could not be paid in whole or in part due to the disappearance or absence of the insured person: 30 years from the date on which the company learned of the judgement of disappearance or absence of the insured person</li> </ul>
Illness	3 years after closing
Permanent partial disability due to illness (PPDI) - Permanent partial disability due to accident (PPDA) - Monthly contributions - Hospital compensation payment - Resources guarantees - Retirement allowance (RA) - Education allowance	<ul style="list-style-type: none"> <li>• if paid: 10 years,</li> <li>• if not paid: 30 years</li> </ul>
Other contractual documents (management delegation agreement, treaty, convention, miscellaneous agreements)	For life

AWP Health & Life SA will not retain the personal data of the Data Subject longer than necessary and will retain such data only for the purposes for which it was obtained.

## Contact

If you have any questions about the use of personal data by AWP Health&Life SA, the Data Subject may contact by e-mail or by post:

AWP Health & Life S.A.  
Data Protection Officer  
Eurosquare 2  
7 rue Dora Maar  
93400 Saint Ouen  
France  
Email [AWC.DataPrivacyOfficer@allianz.com](mailto:AWC.DataPrivacyOfficer@allianz.com)

## Updates

AWP Health&Life SA regularly reviews this privacy statement. The most recent version is available at the website [www.allianzworldwidecare.fr](http://www.allianzworldwidecare.fr).

The Data Subject shall be informed of any material changes that may concern him/her. In any event, the latter may contact his/her usual contact person at AWP Health&Life SA or the DPO directly at the address indicated above.

## **DEFINITIONS**

The following terms have the meaning given in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("the Regulation") and as defined below:

### **Binding corporate rules**

The internal rules on the protection of personal data applied by a controller or processor established in the territory of a Member State for transfers or for a series of transfers of personal data to a controller or processor established in one or more third countries within a group of undertakings, or of a group of undertakings engaged in a joint economic activity

### **Confidential information**

Confidential information includes (but is not limited to) information of a confidential nature relating to policies and policyholders, as well as the commercial affairs, strategies, and commercial and technical knowledge of the parties.

### **Consent**

Any free, specific, informed and unambiguous expression of intent whereby the data subject accepts, by a clear statement or positive act, that personal data relating to him/her may be processed;

### **Cross-border processing**

- a) processing of personal data that takes place in the Union in connection with the activities of establishments located in several Member States of a controller or processor where the controller or processor is established in several Member States; or
- b) processing of personal data that takes place in the Union in the context of the activities of a single establishment of a controller or processor, but which materially affects or is likely to significantly affect data subjects in several Member States;

### **Data**

Personal data, sensitive data and other information made available to the processor by the data controller or any other data or information processed by the processor in connection with the performance of the policy, including the personal data of the signatories of policy no. 080605/501, and data concerning the Parties' companies and/or customers or employees of the Parties.

### **Data Controller**

The natural or legal person, public authority, department or other body which alone or jointly with others determines the purposes and means of processing; where the purposes and means of such processing are determined by Union or Member State law, the controller may be appointed or the specific criteria applicable to his/her/its appointment may be provided for by Union or Member State law;

### **Data Subject**

The identified or identifiable natural person shall be deemed to be an "identifiable natural person", meaning a natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, identification number, location data, online identifier, or one or more elements specific to his or her physical, physiological, genetic, psychic, economic, cultural or social identity;

### **Supervisory authority concerned**

A supervisory authority is concerned by the processing of personal data because:

- a) the controller or processor is established in the territory of the Member State of that supervisory authority;
- b) data subjects residing in the Member State of that supervisory authority are significantly affected by the processing or are likely to be so; or
- c) a complaint has been lodged with that supervisory authority;

**Treatment**

Any operation or set of operations, whether carried out using automated processes or not, applied to personal data or sets of personal data, such as collection, recording, organisation, structuring, storage, adaptation or modification, retrieval, consultation, use, communication by transmission, dissemination or any other form of making available, reconciliation or interconnection, limitation, erasure or destruction;

**Processor**

A natural or legal person and/or legal entity, public authority, agency or other body that processes personal data on behalf of the controller. The existence of a processor depends on a decision taken by the controller, who may decide either to process the data within its organisation or to delegate all or part of the processing activities to an external organisation.

The elements characterising the subcontractor are:

- A separate legal entity
- Data processing activity on behalf of the controller
- The processor is called upon to implement the instructions given by the controller at least with regard to the purpose of the processing and the essential elements of the means of processing

**Data protection obligations**

All applicable and/or future laws and regulations applicable in any country concerning the processing of personal data, including but not limited to the confidentiality and security of personal data, including all applicable international, regional, federal or national laws, regulations and regulatory guidelines, including data protection laws, including amended personal data protection law no. 78-17 of 06/01/1978 on information technology, data files and civil liberties and all laws and regulations applicable to the processing of personal data, as well as the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"), sector specific laws and applicable guidelines and codes of practices issued by supervisory authorities with regard to the requirements for collection and the processing and use of personal data by data processors on behalf of data controllers.

**Data transfer outside the European Economic Area (EEA)**

The processing or disclosure of personal data to any party involved in the performance of this contract, outside the European Economic Area (EEA), in accordance with applicable data protection laws. The use of standard contractual clauses must be used in data transfer agreements concluded between the parties or any other third party after approval by the personal data controller outside the EEA (Commission Decision 2010/87/EU) or any replacement clause subsequently approved by the European Commission. All data processing will comply with the terms and conditions set forth in all data transfer agreements providing the information on the processing of personal data required by Articles 13 and 14 GDPR.

**Identifiable natural person**

A natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, identification number, location data, online identifier, or one or more elements specific to his or her physical, physiological, genetic, psychic, economic, cultural or social identity;

**File**

Any structured set of personal data accessible according to determined criteria, whether this set is centralised, decentralised or distributed in a functional or geographical manner;

**Pseudonymisation**

The processing of personal data in such a way that it can no longer be attributed to a specific Data Subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that personal data is not attributed to an identified or identifiable natural person

**Personal Data**

Any information relating to an identified or identifiable natural person (hereinafter referred to as a "Data Subject"); an "identifiable natural person" shall be deemed to be a natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data,



an online identifier, or to one or more elements specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity.

#### **Personal Data Breach**

A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

#### **Recipient**

The natural or legal person, public authority, department or any other body which receives personal data, whether or not it is a third party. However, public authorities which may receive personal data in the context of a particular fact-finding mission in accordance with Union or Member State law shall not be considered to be recipients; the processing of such data by the relevant public authorities complies with the applicable data protection rules according to the purposes of the processing;

#### **Sensitive data**

Personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, processing of genetic data or biometric data for the sole purpose of uniquely identifying a natural person, health data or data concerning the sex of a natural person, their life or sexual orientation.

This sensitive data includes:

**genetic data:** personal data relating to the inherited or acquired genetic characteristics of a natural person providing unique information on the physiology or state of health of that natural person and which results, in particular, from an analysis of a biological sample of the natural person in question;

**biometric data:** personal data resulting from specific technical processing, relating to the physical, physiological or behavioural characteristics of a natural person, which make it possible to identify him/her or confirm his/her unique identification, such as facial images or fingerprint data;

**health data** means personal data relating to the physical or mental health of a natural person, including the provision of health care services, which reveal information on the state of that person's health.

#### **Third party**

a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process the personal data.

#### **Companies (Group of)**

a group consists of several companies, each having their own legal existence, but united by various links under which one of them keeps the others dependent on it, exercises control over the whole and enforces unity in decision-making

Therefore, a group of companies may be composed of:

- (a) a legal entity exercising its control;
- (b) a controlled legal person; or
- (c) a legal person controlled by a legal entity exercising its control.

For the purposes of this definition, the capacity of legal entity exercising its control over another is characterised as follows:

- (a) it owns, directly or indirectly, or is otherwise able to issue, or control the distribution of, at least 50% of the voting shares at the general meetings of that other legal entity; or
- (b) it controls the composition of the majority of the board of directors of that other legal person,



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**AWP Health & Life SA** is a public limited company governed by the French Insurance Code, with capital of €65,190,446, whose registered office is located at Eurosquare 2, 7 rue Dora Maar, 93400 Saint-Ouen, France.

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AWP Health & Life SA operates under the trade name of Allianz Partners.