

# INFORMATION LEAFLET – PERSONAL ASSISTANCE COVERS

**Agreement number EmiratsExpat/01102019**

The assistance covers are provided by LLT CONSULTING SAS (VYV INTERNATIONAL ASSISTANCE) Simplified Joint Stock Company with capital of 100,000 euros, having its registered office at 3 Passage de la Corvette 17000 La Rochelle, France, listed with the La Rochelle Trade and Companies Register under the number 828 002 188 and with the ORIAS under the number 17004577,

Acting in the name and on behalf of: RESSOURCES MUTUELLES ASSISTANCE, hereinafter referred to as “RMA” – Assistance union governed by the provisions of Book II of the Mutual Societies Code, having its registered office at 46 rue du Moulin – B.P. 62127 – 44121 VERTOU cedex, listed in the Sirene Directory under the number SIREN 444 269 682.

Hereinafter referred to as “VYV IA”

Through LLT Consulting (VYV INTERNATIONAL ASSISTANCE) acting in the name and on behalf of Ressources Mutuelles Assistance, the **Company** has arranged for a mandatory enrolment group contract in order for its members to receive assistance covers. The assistance covers are insured by RMA and provided by LLT Consulting.

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## ARTICLE 1. DEFINITIONS

**PHYSICAL ACCIDENT:** Sudden and fortuitous event originating outside of the human body, involuntary, unforeseeable, unrelated to an illness and that results in physical harm.

**ASSISTANCE PROVIDER:** In this contract, VYV International Assistance is replaced by the term “We”. The benefits are provided by Ressources Mutuelles Assistance and implemented by VYV International Assistance

**INSURED PARTY:** natural persons affiliated with group insurance contract **EmiratsExpat/01102019** arranged by the Company in conformity with the set age limit

**ATTACK:** Any violent act directed against persons and/or property, within the travel country, that is intended to seriously disturb public order through intimidation and terror, and recognised as such by the Ministry of Foreign Affairs.

**ASSIGN:** the Insured party's assigns are the people recorded as such by this Insured party when enrolling in the group insurance contract arranged by Company. To be considered as Insured parties, the Assigns must be listed in the enrolment certificate.

**LUGGAGE:** Personal effects and objects transported by the beneficiary, limited to 23 kg, but excluding all payment instruments, perishable foods, jewellery and other objects of value.

**BENEFICIARY:** Members enrolled under the contract, residing anywhere in the world, are considered to be beneficiaries. If the “family extension” option is selected in the enrolment certificate, the notion of beneficiary is extended to the spouse or cohabitant, to any unmarried child(ren) under the age of 20 years, fiscally dependent and residing under the same roof, the beneficiary's child(ren) born or adopted according to article 348-3 of the Civil Code (children for whom the adoption approval is granted by legal document through French diplomatic or consular agents). In this contract, the term “beneficiary” will be replaced by the term “you”. Beneficiaries are required to be residing outside of their country of origin during the validity period of the contract. The number of beneficiary children is contractually fixed.

**CASE OF FORCE MAJEURE:** Unforeseeable and irresistible exceptional events, about which one can do nothing.

**PRE-EXISTING CONDITIONS:** All pathologies prior to contract enrolment, requiring continuous treatment or having resulted in hospitalisations.

**SPOUSE:** Husband / wife, known cohabitant or partner in a civil union (PACS).

**AUTHORISED SKIABLE DOMAIN:** Domain of the ski resort's runs provided that there is no ban posted by the community or the prefectural services, by means of posters or markings (skiing prohibited in certain areas or ban due to weather conditions).

**RESIDENCE:** your main and usual residential location, indicated in your income tax declaration.

**COMPANY:** Entity designated in the subscription form of the special conditions

**FOREIGN / ABROAD:** Country other than the one where your residence is located.

**EUROPE:** European Union (including the following Overseas Territorial Communities: Reunion Island, Martinique, Guadeloupe and Guyana) and Switzerland.

**MAJOR CLIMATE EVENT:** Flood, storm, hurricane, forest fire, avalanche, earthquake, volcanic eruption, landslide, etc.

**ACCOMMODATION COSTS:** Costs for overnight hotel stays, including breakfast.

**SEARCH AND RESCUE COSTS:** All means (human and material) implemented as part of a search or rescue operation carried out by the civil protection services or locally competent services.

**MEDICAL EXPENSES:** All elements related to consultations, additional examinations, medical acts, pharmacy and in-patient expenses involved in the treatment of a pathology. The covered amounts and acts are fixed by contract.

**FRANCE:** The notion of “France” includes mainland France (including the principalities of Monaco and Andorra) and the Overseas departments and regions ((Martinique, Guadeloupe, Reunion Island, Guyana, and Mayotte).

**MAINLAND FRANCE:** French territory within Europe (including the nearby islands in the Atlantic Ocean, the Channel and the Mediterranean Sea), but excluding the Overseas communities.

**DEDUCTIBLE:** Share of the incurred costs payable by you.

**HOSPITALISATION:** Any overnight stay of at least one night in a public or private hospital facility, excluding convalescent facilities.

**DELIBERATE OFFENCE:** Any action that can be associated with its perpetrator, that harms or threatens to harm the company’s interests, and that can be subject to a criminal penalty.

**PLACE OF RESIDENCE:** The place of residence is considered to be your main and usual home, as listed in your income tax declaration.

**LIMIT PER EVENT:** Maximum covered amount for a single event that results in claims, regardless of the number of insured parties under the contract.

**MAGHREB:** Algeria, Morocco and Tunisia, but excluding Libya.

**ILLNESS:** Sudden and unforeseeable change of health that does not result from a physical accident, that has not been the subject of continuous hospitalisation or day admission or outpatient care within a period of six months before the event, as duly ascertained by a competent medical authority.

**PHYSICIAN:** Any person holding a medical diploma that is legally recognised in the country where this physician normally has her/his professional practice.

**FAMILY MEMBER:** spouse or known cohabitant, or partner in a civil union (PACS) living under the same roof, father, mother, sister, brother, child or legal guardian of the beneficiary, or otherwise any other person designated by the Beneficiary.

**WE:** VYV International Assistance, hereinafter referred to by its trade name “VYV IA”.

**COUNTRY OF ORIGIN:** Country of which you are a national.

**COUNTRY OF RESIDENCE:** This is the country of residence. It is necessarily different from the country of origin.

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

**MAJOR POLITICAL RISK:** Any event linked to a political situation in a country or part thereof, that could threaten the safety of the beneficiaries, and recognised as such by the Ministry of Foreign Affairs.

**CLAIM:** All harmful consequences of an event resulting in the application of one of the subscribed covers. All damages covered by one of the subscribed covers are considered to be a single claim. All damages resulting from a single initial cause are considered to be a single claim.

**OUTPATIENT CARE:** Any medical examination or surgery (notably acts performed under general anaesthesia, day admission, recovery ward, chemotherapy, radiotherapy, dialysis) that includes no overnight stay in a private or public hospital facility.

**OUT-OF-HOSPITAL CARE:** All consultations, all examinations, all curative or preventive treatments, performed in a Doctor's surgery or in a public or private hospital facility, requiring no specific monitoring measures or stay in a private or public hospital facility beyond the day of the medical act.

**POLICYHOLDER:** The **Company**, that undertakes (or its representative) to pay the insurance premium.

**SUBROGATION:** Action whereby we assume your rights and actions against the parties possibly responsible for any harm suffered by you, in order to obtain reimbursement of the sums that we have paid to you after a claim.

**THIRD PARTY:** Any natural or legal person, excluding the insured person, members of her/his family, persons accompanying the insured person, agents of the latter, employees or not, while performing their duties.

**JOURNEY:** Travel itinerary to the destination indicated in the ticket for a trip, regardless of the number of flights required, whether outbound or inbound.

**MEDICAL TRANSPORTATION:** Operation that involves transporting a patient or injured person whose condition justifies the use of suitable and assisted transportation to an appropriate hospital location or close to this person's home.

**MEDICAL EMERGENCY:** emergency hospitalisation, i.e. admission for more than twenty-four (24) consecutive hours to a public or private hospital facility, for an emergency operation, i.e. one that was not scheduled and cannot be deferred.

**YOU:** The insured person(s).

## ARTICLE 2. SCOPE

### 2.1 BENEFICIARIES

Beneficiaries are considered to be the people who are up-to-date with their premiums and meet the following cumulative conditions:

- The Insured party alone and/or the Insured party and family members thereof, affiliated with the contract arranged by the **Company**, designated at the time of enrolment, residing abroad,
- The Insured party must be in the category of expatriate members of the **Company**.

### 2.2 VALIDITY OF THE COVERS

The covers apply for the duration of the expatriation:

- In one of the countries of the geographical zone of the corresponding cover for which the Insured parties defined in this contract are covered,
- In another country, when travelling for maximum duration of thirty (30) consecutive days.

### 2.3 TERRITORIALITY

The covers apply worldwide, except if the operative event occurs in France.

### 2.4 OPERATIVE EVENTS

The operative events are described in greater detail in the description of each of the covers defined below, and apply after events such as a physical accident, sudden and unforeseeable illness, the death of a Beneficiary, a sudden and unforeseeable complication during a Beneficiary's pregnancy, the theft or loss of identity papers or payment instruments, or serious and unforeseeable difficulties of a legal nature.

### 2.5 INTERVENTION

- **IN CASE OF AN EXCEPTIONAL SITUATION LINKED TO AN EMERGENCY**

The implementation of the assistance covers is necessarily conditional upon VYV IA receiving a telephone call from a Beneficiary, 24-by-7, at the following number:

00 33 5 86 85 00 64      from a country other than France,

05 86 85 00 64          within France.

The assistance service must be contacted before any steps are taken, except in case of force majeure. The assistance request must be submitted within 48 hours after the date of occurrence of the operative event related to this request. After 48 hours, VYV IA can provide the Beneficiary with support and information, but will not cover the cost of the request.

No expense incurred without the approval of VYV IA will result in after-the-fact reimbursement or coverage.

- **NON-EMERGENCY SITUATION**

Beneficiaries can contact VYV IA by e-mail, at the following address: [ops@vyv-ia.com](mailto:ops@vyv-ia.com)

For the first contact, Beneficiaries must indicate their identity, location and the telephone number where they can be reached. They explain the difficulties resulting in their request.

In case of a medical problem, they provide the telephone number of the assisting physician or of the hospital facility, as well as the times during which they can be reached.

## **2.6 ACTIVATION OF THE COVERS**

The covers are activated while considering the geographical, climatic, economic, political, health and legal characteristics specific to the location of the covered event, and ascertained upon the occurrence of an operative event.

The covers are provided by VYV IA; however, costs directly incurred by a Beneficiary can be reimbursed by VYV IA upon presentation of supporting documents and subject to its prior approval before they were incurred, in compliance with the contractual terms.

When VYV IA covers the cost of a Beneficiary's medical transportation or of the transportation for a companion, the companion or Insured parties in possession of an unused refundable ticket undertake, in compliance with the provision of the transportation ticket, to request a refund and to remit the amount to VYV IA.

Otherwise, the ticket holder is personally liable for reimbursing VYV IA in an amount equal to the sum that would have been obtained if the refund right had been exercised.

The reimbursement or, if relevant, the compensation is payable within 3 months of the claim date. Reimbursement is not owed if the ticket holder has been prevented from exercising the refund right.

Non-covered benefits that VYV IA could exceptionally agree to provide at a Beneficiary's request are considered as a cash advance that must be reimbursed by the Beneficiary of the cover within one month of the Beneficiary's return home, or during the month that follows the Beneficiary's repatriation if, after this interval, s/he is unable to return home.

## **2.7 LIMITATION CLAUSE**

VYV IA will not be required to provide assistance cover, nor to pay out for a claim, nor to provide benefits in accordance with the provisions hereof if this cover, payment or benefits would expose it to any penalty, prohibition or restriction in accordance with the United Nations resolutions relative to economic or commercial sanctions, or in accordance with the laws of the European Union, the United States of America, or any other jurisdiction.

VYV IA cannot be held liable in case of non-performance, partial performance or delayed performance of the covers, if this results from a force majeure situation or events such as civil or foreign war, confinement of a Beneficiary, revolution, civil unrest, riot, attack, strike, seizure or restraint by the public authorities, official prohibition, piracy, explosive devices, nuclear or radioactive effects, climatic impediments, refusal of attending physicians or local health professionals to work with VYV IA. VYV IA will nevertheless make every effort to come to the Beneficiary's assistance.

VYV IA cannot be held liable for consequences linked to a deliberate violation of applicable local law.

VYV IA is also not required to provide its covers should the Beneficiary refuse treatment or examination prior to medical transportation, within a public or private facility or with a physician as requested by the VYV IA medical team, or in the event of an Insured party's refusal, as relevant, of medical transportation, repatriation, the hospitalisation location proposed by the VYV IA physicians, or should a Beneficiary object to the complete communication of the medical data required by the VYV IA medical team.

VYV IA cannot be held liable for any damage subsequent to the implementation or non-implementation of medical transportation or of the choice of a hospital that results from incorrect medical information, opinions or diagnoses received from the local medical teams that could not be discovered by means of the vigilance obligation defined according to the customs for the exercise of medical regulations.

VYV IA cannot intervene or be held liable in the event that a Beneficiary refuses treatment or an examination prior to a medical transportation, that would be provided within a public or private facility or with a physician recommended by VYV IA.

VYV IA can only intervene within the limits of the approvals provided by local, medical and/or administrative authorities, and can under no circumstances take the place of local emergency institutions, nor can it cover any expenses already incurred if they are within the remit of the public authority.

Moreover, VYV IA cannot intervene in situations where there is an infectious risk of epidemic that is the subject of a quarantine or special preventive or monitoring measures implemented by the local, national and/or international health authorities.

### ARTICLE 3. COVER BENEFICIARIES

Pursuant to this Information leaflet, the following are Beneficiaries of the covers:

#### 3.1 THE INSURED PARTY

The Insured party is defined in Article 1.

#### 3.2 FAMILY MEMBERS

The Insured party's family members, as designated below, are recognised as assigns if listed as such in the enrolment certificate:

- SPOUSE OF THE INSURED PARTY

- The Insured party's married spouse, or
- The Insured party's partner in a civil union (PACS), or
- The Insured party's known cohabitant, with both meeting the following two cumulative conditions:
  - They are both free of matrimonial ties,
  - The cohabitation was declared by the Insured party during enrolment, with the production of a certificate or proof of common residence, and a declaration on honour of joint life. The certificate

must be in effect and legally recognised by a competent authority in the country of cohabitation. The discontinuation of cohabitation must be declared in writing by the affiliated party. Only one person can be recognised in this capacity as a beneficiary. VYV IA must be notified in writing by the Insured party in case of divorce, judicial separation, or discontinuation of cohabitation.

- **DEPENDENT CHILD(REN) OF THE INSURED PARTY**

Children who are not married or in a civil union (PACS) of the Insured party and/or of her/his spouse, who are at least fiscally dependent of the Insured party, and who are:

- minors (under 20 years of age), or
- regardless of their age: if they have a disability or handicap card provided by the competent local authorities (proof of the handicap and of its ongoing nature must be provided).

To be considered as Insured parties, the Assigns must be declared (or listed) in the enrolment certificate.

However, in case of the Insured party's death, covers are maintained at no cost for the Beneficiaries for a period of thirty (30) days.

Benefits are provided for events occurring during the period during which the Beneficiary is included in the category defined above.

#### **ARTICLE 4. EFFECT OF THE COVERS**

When the contract has taken effect, the covers apply for each member of the policyholder's international mobility assistance who has the status of Insured party:

- on the effective date of the contract, or
- upon joining the category of members to be insured, if the enrolment request and related information have been provided within the following twenty-four (24) hours by the policyholder, or
- on the date of receipt of this enrolment request, even if the policyholder has already paid premiums for this new personnel member.

Covers available to the Assigns of the Insured party included in the contract take effect at the same time as the covers for the Insured party.

#### **ARTICLE 5. CESSATION OF ENROLMENT OF THE INSURED PARTIES**

Once affiliated and subject to the penalties contained in the Mutual Societies Code in case of misleading declaration, the Insured party included in the international mobility assistance category cannot be excluded as long as this party continues to meet the necessary conditions.

**In any event, the covers cease:**

**1. For each insured party:**

- When s/he is no longer included in the international mobility assistance category to which the contract applies.

- In case of non-payment of premiums and in compliance with the corresponding provisions of the Mutual Societies Code,
- In case of misleading declaration, in compliance with article 9.2 of this contract,
- In case of dissolution of the **Company**,
- In case of the Insured party's death,
- In case of termination of her/his enrolment in the contract arranged by the **Company**,
- In case of termination of the Group insurance contract to which this Information leaflet relates.

## **2. For Assigns:**

- On the day when they no longer meet the conditions required by the contract that is covering them,
- And in all cases upon cessation of the Insured party's enrolment.

## **3. For all Insured parties included in the aforesaid category of expatriates:**

- On the effective date of the termination of the group insurance contract signed with the **Company**, on the initiative of one of the parties within two (2) months before the due date,
- On the effective date of the termination of the Insured party's contract with the **Company**.

The premium must be paid within 10 days of its due date. In case of non-payment of the premium, we can suspend the cover and possibly terminate the contract, under the conditions and time limits listed in article L 113-3 of the Insurance Code.

Covers will be automatically suspended after an interval of 30 days that begins after the mailing of a registered letter that includes a formal notice. With the contract suspended, the Insured party remains liable for the unpaid premiums and collection expenses. In case of a claim occurring during this period, it will remain at the Insured party's expense, regardless of its severity.

Indeed, the formal notice means that the entire annual premium is immediately payable, even in case of fractioned payment. Moreover, it is valid provided that it has been sent to the last address of which we are aware. Also via this cover suspension procedure, we can terminate the contract after an interval of 10 days that starts on the effective date of the suspension. Termination therefore takes effect 40 days after the mailing of the formal notice letter. The contract's effects resume the following day at noon after payment, provided that you pay all of the premiums and expenses owed, and that this occurs before we have carried out the termination.

## **ARTICLE 6. COVERS**

### **6.1 NATURE OF THE COVERS**

The cover includes organising, handling, advancing, monitoring or informing the Insured parties in the event of unexpected events, within the limit specific to each cover. The Insured party understands that each cover is subject only to an obligation for best endeavours, but not results.

When the covered events are related to treatments (accident or unexpected illness), they must be recognised by the local medical authorities and provided by practitioners working in the field of their approval (complying with the legal, regulatory or other provisions applicable to the exercise of the profession within the country in question).

If one of the Insured party's beneficiaries is covered by another assistance provider, insurer or equivalent, this person's benefits will be deducted from the benefits received from this institution.

For any hospitalisation, the prior authorisation of VYV IA is required, except in case of emergency as defined in Article 6.3.

The prior acceptance cases are indicated in the cover table.

## 6.2 COVER TABLE

The contract's Insured parties are entitled to the covers described in Article 7, in compliance with the information provided by the policyholder at the time of the enrolment of the Insured parties. Also, the Insured parties are guaranteed coverage for all benefits mentioned in Article 7. They will not be covered for benefits that are not listed in the table.

The covers and cover ceilings mentioned in Article 7 are stated in terms of actual costs and as a supplement for the benefits provided by third parties (Insurer), per Insured party and per event.

### Actual costs:

The actual costs must be understood as the usual and reasonable costs determined on the basis of the rate currently applied in the country or State in question.

This reasonable and usual nature is assessed according to the prevailing practices in the countries where the expenses are paid out. Any unreasonable or unusual nature can therefore result in coverage refusal or a limitation of the reimbursement amount.

**If the incurred costs are obviously unreasonable and unusual in view of the normally applied rates (notably case of treatment facilities and practitioners) in the country or State in question, VYV IA can deduct the coverage amount in proportion with the rates normally and reasonably applied.**

### Cover ceilings:

- **The cover ceiling, applicable to certain covers, is the maximum amount that VYV IA will pay for all benefits, per enrolled Insured party, that can be applied "per insurance year" or "per event".**

## 6.3 PRIOR AGREEMENT

**The advance of medical expenses is conditional upon the Health insurer's prior acceptance, except in case of a Medical emergency.**

In case of a Medical emergency, the declaration to VYV IA must be made within 24 hours of admission into the hospital facility. The Health insurer's acceptance is deemed to have been obtained if it does not answer within 48 hours following admission into the hospital facility.

## 6.4 COVERAGE ZONE OF THE COVERS

The covers must have been activated during the insurance period within one of the countries of the geographical zone of the corresponding cover, for which the Insured parties defined in this Information leaflet are covered, i.e. the expatriation country or another country, in the event of travel with a maximum duration of thirty (30) consecutive days.

## 6.5 AMOUNT OF THE BENEFITS

When the Insured party advances for costs pursuant to an eligible cover under the contract, and with the approval of VYV IA before any outlays, reimbursements are made in DIRHAMS (AED), according to

the exchange rate in effect on the invoice date, up to the maximums indicated below in Article 7, per insured person, per event and limited to the actual costs.

## **6.6 LIMITATION OF REIMBURSEMENTS TO ACTUAL COSTS**

Reimbursement or compensation of the expenses incurred due to an eligible event cannot exceed the amount of the costs payable by the Insured party after reimbursements of any nature to which the latter may be entitled.

Covers of the same nature contractually obtained with various insurance institutions produce their effects within the limit of each cover, regardless of its subscription date. Within this limit, the contract beneficiary can obtain additional compensation by providing details of the reimbursement(s) made by any other institution(s).

VYV IA reserves the right to request proof of the costs, and can also ask to be provided with proof of payments made for the same purpose through the application of another insurance contract covering the Beneficiaries.

The cover Beneficiary undertakes to return to VYV IA, as quickly as possible, any excess benefits paid. The latter can perform offsetting between the sums due in this regard and the other benefits owed to the Insured party.

## **ARTICLE 7. ASSISTANCE COVERS**

### **HEALTH DURING EXPATRIATION**

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#### **7.1 HOSPITAL MEDICAL REFERRAL**

By telephone or e-mail, VYV IA can provide you with a list of hospital facilities that it has approved. VYV IA has agreements with selected hospital facilities in the countries (or cities) where the technical installations are adequate with medical requirements, firstly, and secondly with which the costs have previously been validated or checked by specialised structures. In all cases, the network selected by VYV IA strives to comply with the best standards of technical and financial competence, while considering the cultural, geographical, political, social and economic situation of the country in question. Ultimately, the beneficiary chooses the treatment facility.

This cover requires us to provide you with information, under the described conditions.

#### **7.2 ADVANCE OF HOSPITAL MEDICAL COSTS**

If necessary and with the Health insurer's prior approval, VYV IA can advance medical costs up to the indicated ceiling. This cover is limited to insured parties who are beneficiaries of a healthcare costs cover obtained from a health insurer recognised by VYV IA. A prior call to VYV IA, either by the hospital facility, or by the actual beneficiary or by any person providing the latter with help and assistance, is mandatory. VYV IA can provide an advance for hospital medical costs. For scheduled treatments, prior notice of 5 business days is mandatory. If the beneficiary is enrolled in a coverage program for healthcare costs (Social Security, CFE, health insurance, health mutual plan), in case of scheduled hospitalisation, provided that prior approval is requested, VYV IA can advance the amount of the medical costs, within the indicated limit. This procedure is conditional upon the insured party's acceptance that VYV IA will assume her/his rights for recovery of the sums owed. After an accident or

illness, when a beneficiary calls VYV IA and is hospitalised, VYV IA carries out, after providing coverage approval, an advance for ambulatory care or hospital medical and/or surgical costs, within the limit of the agreement reached with the insurer, in agreement with and on behalf of the Health insurer. When, for medical reasons, VYV IA is required to transfer a beneficiary to another country, the medical costs cover applies in the said other country, under the same conditions as indicated above. The advance of hospital medical costs, excluding medical emergency, is conditional upon the use of the VYV IA network or the opinion of its physicians. Medical costs are not covered by VYV IA in connection with the delegation of subscription for the assistance contract granted by RMA. The intervention of VYV IA is not automatic, it must be initiated by the beneficiary or a third party providing the latter with help and assistance. Should the latter decide that it is not necessary to inform VYV IA, the beneficiary will submit her/his medical costs directly to the Health insurer.

This cover requires us to provide you with an advance for the necessary costs, up to the ceilings described in your health contract and under the described conditions.

### **7.3 PLANNED HOSPITAL MONITORING FOR MORE THAN 3 DAYS ABROAD AND COST CONTROL**

The VYV IA team must have unrestricted access to the patient and medical file thereof, while adhering to the strictest ethical rules. In all cases of foreign hospitalisation declared to VYV IA, its medical team sets up a regular medical monitoring procedure that enables it to: monitor the quality of the treatments and recommended services; verify the duration and conditions of the hospitalisation. As such, VYV IA can limit the costs of this hospitalisation to the usual and reasonable costs applied in the country in question in view of the pathology and the hospital's medical capabilities. The beneficiary accepts any change of hospital centre recommended by the VYV IA team.

This cover requires us to monitor the information related to your medical experience, under the described conditions.

### **7.4 MEDICAL ADVICE**

Beneficiaries are provided with medical advice by the VYV IA physicians, as part of their trip preparation (preventive attitudes, mandatory and/or recommended vaccinations), during their trip (choice of hospital facility, etc.), and upon their return, for any medical event occurring in the immediate aftermath of this return. The provided medical advice can in no way be considered as a medical consultation.

This cover requires us to provide you with information, under the described conditions.

### **7.5 SENDING OF MEDICATION**

If necessary, VYV IA seeks out, at the place where you are staying, prescribed medications or their equivalents that are essential for your health. If they cannot be obtained on-site, and provided that the delivery timeframe is compatible with the nature of the problem, VYV IA organises and covers the cost of sending these medications. Similarly, when necessary, VYV IA organises and covers the cost of sending glasses, contact lenses, medical devices and prostheses. You are responsible for the cost of these medicines and equipment, but VYV can advance the amount if necessary. This service is covered for isolated requests but cannot be guaranteed as part of long-term treatments that would require regular shipments or a request for vaccines. This cover is limited to the circulation obligations regarding products within the countries in question.

This cover requires us to organise and cover the delivery costs, under the described conditions.

## **7.6 PRESENCE OF A CLOSE RELATION DURING LONG HOSPITALISATION**

VYV IA organises and covers the cost of a travel ticket for a family member (or close relation chosen by the beneficiary) in order to be at the bedside of the ill or injured beneficiary who is isolated from any family member, and who must remain hospitalised for more than seven days, when the beneficiary's condition prevents or does not justify medical transportation. VYV IA also contributes to this person's accommodation expenses within the indicated limit.

This cover requires us to organise and cover the necessary costs, capped at 500 DIRHAMS (AED) / night for a maximum of 7 nights, and a round-trip ticket by 1st class train or in economy class by air, under the described conditions.

## **REPATRIATION**

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### **7.7 MEDICAL TRANSPORTATION**

VYV IA organises the beneficiary's medical transportation as soon as possible, in agreement with the local attending physicians, by the most appropriate means and in view of the medical condition. VYV IA covers the cost thereof, after validation by the VYV IA physicians. The VYV IA physicians define the necessary level of medical accompaniment. This medical transportation is performed based on the severity of the case (scheduled flight, with special arrangements, if necessary special air ambulance or any other more suitable means), to the closest medical structure capable of providing the appropriate care. VYV IA covers all costs related to the patient's transportation. If VYV IA organises the outbound transportation, VYV IA will organise the inbound transportation. Based on your contract and medical condition, the VYV IA physicians will organise transportation either to your country of origin or to the closest competent medical facility. If repeated travel (special care or consultations) is necessary subsequent to emergency transportation organised by VYV International Assistance, this will not be covered under the assistance.

This cover requires us to organise and cover the actual costs of transportation, under the described conditions.

### **7.8 MEDICAL TRANSPORTATION FOR OTHER BENEFICIARIES**

In case a beneficiary's medical evacuation, VYV IA organises and covers the cost of the transportation of a family member (otherwise a close relation chosen by the beneficiary), by the most appropriate means. If the companion is the beneficiary's spouse, VYV IA, in the cases stated above, also organises and covers the cost of transportation and accommodations for children who would be left alone.

This cover requires us to organise and cover the necessary costs, including a 1st class train ticket or economy class air ticket, under the described conditions.

### **7.9 TRANSFER DUE TO INSUFFICIENT TECHNICAL FACILITIES**

VYV IA organises the beneficiary's transportation, by the most suitable means, for medical acts or techniques that cannot be provided on-site, and covers the cost thereof, after validation by the VYV IA physicians and in agreement with the local attending physicians. If the VYV IA physicians consider that a companion's presence is medically necessary, VYV IA covers the cost of this person's transportation. If VYV IA organises the outbound transportation, VYV IA will organise the inbound transportation. If

repeated travel (special care or consultations) is necessary subsequent to emergency transportation organised by VYV International Assistance, this will not be covered under the assistance.

This cover requires us to organise and cover the actual costs of transportation, under the described conditions.

#### **7.10 LUGGAGE**

In case of repatriation of all beneficiaries, luggage is returned at the costs of VYV IA, within the indicated limit.

This cover requires us to cover the necessary costs, capped at 50 kg/beneficiary and maximum 4100 DIRHAMS (AED), under the described conditions.

### **CONTINUING EXPATRIATION**

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#### **7.11 ADVANCE OF FUNDS**

After the loss or theft of your payment instruments (credit card, chequebook ...) or of your return transport document, we provide you with an advance of funds up to a maximum of 20,500 DIRHAMS (AED), in exchange for payment by a third party of an equivalent sum at the VYV IA registered office, in order to deal with an expenditure resulting from a serious and unexpected difficulty.

Any advance must be reimbursed within 30 days as of the release date of the funds.

#### **7.12 PRACTICAL INFORMATION**

Practical information, of a general nature and relating to travel the organisation (administrative formalities, telephone connections, economic and climatic characteristics, etc.) are provided to beneficiaries at their request.

#### **7.13 URGENT MESSAGES**

VYV IA looks after conveying important messages relating to a serious event. VYV IA cannot be held liable for the content of these messages.

This cover requires us to organise and cover the actual costs for delivering the message, under the described conditions.

### **MAJOR EVENTS**

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#### **7.14 DEATH OF A BENEFICIARY**

VYV IA organises and covers the cost of the transportation of the body to the place of interment in France or in the beneficiary's country of origin. The coverage includes the cost for preparation of the deceased, specific transport arrangements, as well as a coffin complying with the legislation and of current quality. In case of on-site cremation, VYV IA covers the costs for transportation of the ashes, in an urn complying with the legislation and of current quality. The family remains liable for other expenses, notably any costs for a ceremony, interment or cremation in France or in the beneficiary's country of origin.

This cover requires us to organise and cover the necessary costs, capped at the actual costs, for transportation of the body and a maximum of 9,400 DIRHAMS (AED) for coffin expenses, under the described conditions.

#### **7.15 EARLY RETURN IN CASE OF RISK OF IMMINENT AND UNAVOIDABLE DEATH**

In case of risk of imminent and unavoidable death and with the approval of the VYV IA physicians, VYV IA organises and covers the cost of the beneficiary's round-trip travel and accommodations to be at the bedside of a beneficiary in France or in the country of origin, for a maximum cost equivalent to travelling to France.

This cover requires us to organise and cover the necessary costs, capped at 500 DIRHAMS (AED) / night for a maximum of 7 nights, and a round-trip ticket by 1st class train or in economy class by air, under the described conditions.

### **LEGAL ASSISTANCE**

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#### **7.16 CRIMINAL BAIL BOND ABROAD**

In the absence of any misconduct or intentional offence directly committed by the beneficiary, VYV IA provides criminal bail bonds within the indicated limit, in case of actual or threatened incarceration of the beneficiary. This bail bond is considered to be an advance granted to the beneficiary. It must be entirely reimbursed by the beneficiary to VYV IA within the indicated time limit, after receipt of the VYV IA invoice.

This cover requires us to provide you with an advance of the necessary funds up to 125,000 DIRHAMS (AED) tax incl., limited to 30 days after receipt of our invoice, under the described conditions.

#### **7.17 FOREIGN LEGAL EXPENSES**

Within the limit of the ceiling, VYV IA covers the cost of lawyer and/or legal fees that the beneficiary may be required to incur in the event of an action in defence or recourse before a foreign jurisdiction, in case of accident, theft, damage or for any other harm suffered while travelling.

This cover requires us to cover the necessary costs capped at 31,500 DIRHAMS (AED) tax incl., under the described conditions.

### **SERVICES FOR THE INSURED PERSON**

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#### **7.18 PSYCHOLOGICAL ASSISTANCE**

In case of a serious and/or traumatic event, by simple call and for the benefit of the calling beneficiary, VYV IA organises and covers the cost, as relevant, for individual telephone consultations with a clinical psychologist. These services must be provided within one year as of the occurrence of the event.

This cover requires us to cover the necessary costs for a maximum of 3 individual telephone consultations, under the described conditions.

### **7.19 THEFT, LOSS OR DESTRUCTION OF DOCUMENTS**

In case of theft, loss or destruction of identity documents, payment instruments or transportation tickets, VYV IA advises the beneficiary regarding the necessary steps (filing of a complaint, blocking, necessary initiatives for replacing the documents) and can, after recognition of the debt and security deposit by a third party at the registered office of VYV IA, advance funds as required in order to return home.

This cover requires us to provide you with an advance for the necessary costs up to a maximum of 9,400 DIRHAMS (AED), limited to 30 days after receipt of our invoice, under the described conditions.

### **7.20 UNEXPECTED EVENT**

In case of an unexpected event (strike, aircraft hijacking, major political risk) that alters the sequence of your trip, VYV IA makes every possible effort in order to reserve a hotel room for you, as well as a rental car or plane ticket. All incurred costs are at your expense.

This cover requires us to provide you with information, limited to 5 calls handled per event, under the described conditions.

## **ARTICLE 8. EXCLUSIONS**

The following will under no circumstances be covered by VYV IA:

- **COMMON EXCLUSIONS**

- **Convalescences and ailments (illness, accident) currently being treated and not yet stabilized;**
- **Diagnosed and/or treated pre-existing illnesses that have been the subject of hospitalisation in the six months preceding the assistance request;**
- **Travel undertaken for the purposes of diagnosis and/or treatment;**
- **Pregnancy, barring unforeseeable complications, and in all cases, as of the thirty-sixth week of pregnancy;**
- **Damages intentionally caused by a beneficiary or any damages resulting from the participation of the latter in a crime, offence or brawl, except in case of self-defence;**
- **Events occurring during participation in hazardous sports: treks, climbing, hang-gliding, flying wing, skydiving, paraglider, rock-climbing, mountaineering, caving, competition luge, scuba diving with or without self-contained apparatus; the beneficiary's participation as a competitor in sports competitions, wagers, matches, contests, rallies or their preparatory trials, as are the organisation and coverage of all search expenses;**
- **Accidents occurring while the Beneficiary is taking part in a sport as a professional, is involved or participates in an amateur race requiring a motorized land, air or water vehicle;**
- **Consequences of a deliberate failure to observe the regulations of the visited countries, or of practices not authorised by the local authorities;**
- **The consequences of ionising radiation released by nuclear fuel or by radioactive products or waste, or caused by weapons or devices intended to explode by modification of the structure of the nucleus of an atom;**

- The consequences of civil or foreign war, official prohibitions, seizures or confinement by public authorities;
- The consequences of riots, strikes or piracy, when the beneficiary is an active participant;
- The consequences of climatic impediments such as storms and hurricanes;
- Accidents intentionally caused or provoked by the contract's beneficiary;
- The consequences of the beneficiary's attempted or successful suicide;
- The use of drugs, narcotics, alcohol, similar substances and medicinal products not prescribed by an authorised medical authority, and their consequences;
- Nervous or mental illnesses, unless indicated otherwise in this Information leaflet;

- **SPECIFIC EXCLUSIONS UNDER THE COVERS "MEDICAL COSTS ABROAD AND ASSISTANCE, REPATRIATION":**

- In addition to the common exclusions, the following are never covered:
- Costs incurred without the prior approval by the VYV IA services;
- Medical costs;
- Costs not formally mentioned as reimbursable, as well as meal expenses and any costs for which the beneficiary cannot provide receipts;
- Cost resulting from care or treatments not originating with a medical emergency;
- Costs subsequent to an accident or illness medically ascertained before the start of coverage;
- The consequences or relapses of an accident or illness previously recognised, and the medical costs resulting from the diagnosis or treatment of a physiological condition (pregnancy) already known before the cover effective date;
- Costs resulting from the treatment of a pathological, physiological or physical condition medically recognised before the cover effective date, except in case of a clear and unforeseeable complication;
- Relapses of previously recognised illnesses that include a serious risk of non-stabilized sudden and imminent worsening;
- Costs for interment, exhumation, embalming and ceremony, except if mandatory under the local legislation;
- Costs for meals, hotels, travel, tolls, fuel, taxis or customs;
- Costs resulting from care or treatment for which the therapeutic nature is not recognised by French legislation;
- Costs that could result in penalties for criminal acts according to the legislation of the country where the beneficiary is located;
- Medical costs related to maternity and incurred during the 180-day waiting period calculated as of the beneficiary's enrolment date under this contract, or incurred in the country of the beneficiary's residence;
- Costs and treatments not prescribed by an authorised medical authority;

- **CONSEQUENCES OF THE FOLLOWING SITUATIONS OR EVENTS:**

- Consequences of pre-existing illnesses or injuries, diagnosed and/or treated, that required continuous hospitalisation or day admission or outpatient treatment, within the 6 months preceding the assistance request;
- Consequences of a non-stabilized ailment undergoing treatment, for which you are in convalescent care, as well as ailments occurring during travel for the purposes of diagnosis and/or treatment; occurring during travel undertaken for the purposes of diagnosis and/or treatment;

- **The possible sequels (examination, additional treatment, relapse) of an ailment that had previously resulted in repatriation;**
- **Consequences of ailments or benign lesions they can be treated on-site;**
- **Voluntary interruption of pregnancy, childbirth, in vitro fertilization and their consequences, as well as pregnancies that resulted in hospitalisation within the 6 months preceding the assistance request;**
- **Consequences of situations with infectious risks in the context of an epidemic, exposure to infecting biological agents, chemical agents such as poison gas, incapacitating agents, nerve agents or agents with residual neurotoxic effects, or that require a quarantine or specific preventive or monitoring measures by the local and/or national health authorities of the country in which you are staying;**
- **The Beneficiary's participation in any sport on a professional basis or under contract with payment, as well as preparatory training;**
- **Failure by the Beneficiary to observe official prohibitions, as well as your non-compliance with official safety rules, linked to participation in sports activities.**

## **ARTICLE 9.      LEGAL FRAMEWORK**

### **9.1      IMPROPER CONDUCT**

VYV IA will not be required to intervene in case the Beneficiary has deliberate a committed offences against the local or applicable legislation, or after accidents caused or provoked intentionally by the contract's Beneficiary.

Where relevant, VYV IA will demand the return of all or part of the costs that may be considered as the direct consequence of such behaviour.

Any fraud, falsification or misleading declaration and false testimony will automatically invalidate the benefit of the assistance covers.

In case of misleading declaration by the Beneficiary and non-repayment of advanced costs, VYV IA will, as relevant, claim from the Beneficiary reimbursement for all or part of the costs that may be considered as the direct consequence of this behaviour.

### **9.2      FALSE STATEMENTS**

When they change the subject of the risk or reduce our opinion thereof, any reticence or intentionally false declaration on your part will invalidate the contract. Any paid premiums remain the property of VYV IA, that is entitled to demand payment of overdue premiums. Any omission or inaccurate declaration on your part but without demonstrable bad faith results in the contract's termination 10 days after notification sent to you by registered letter.

### **9.3      SUBROGATION**

In an amount equal to the cost of the provided assistance, VYV IA assumes the rights and actions of beneficiaries against third parties that, by their actions, caused the damage that resulted in coverage by VYV IA; in other words, in the place and name of the beneficiaries, VYV IA initiates proceedings that its considers advisable against the responsible party.

This subrogation applies within the limit of the costs incurred by VYV IA, in an amount equal to the share of compensation charged to the third party in order to repair the victim's physical integrity.

#### **9.4 LIMITATION**

Any action resulting from the fulfilment of this Information leaflet is time-barred two years after the event with which it originated.

However, this interval only applies:

- in case of reticence, omission, false or incorrect declaration regarding the risk incurred, as of the day when VYV IA learned of this;
- in case of realisation of the risk, the time limit begins as of the day when the beneficiaries learned of it, if they can prove that they had been ignorant of it until then.

When the action of the beneficiaries against VYV IA results from third party recourse, the limitation period only begins on the day when this third party has initiated an action at law against the beneficiaries or has been compensated by them.

The limitation period is interrupted by the ordinary causes for interruption of the limitation period as listed in articles 2240 and 2246 of the Civil Code:

- Unequivocal recognition of VYV IA of the right of the beneficiaries to receive cover;
- An action at law, even by summary order;
- A protective measure applied in application of the Code of civil procedures or an act of forced execution.

The interruption of the limitation of actions can also result from the appointment of experts after the realisation of a risk or the dispatch of a registered letter with acknowledgement of receipt by VYV IA to the beneficiaries with regard to the claim for payment of the premium, and by the beneficiaries to VYV IA with regard to the payment of the benefit.

A new time limit of two (2) years begins as of the action interrupting the limitation period; it can be suspended or interrupted under the same conditions as the first one.

Notwithstanding article 2254 of the Civil Code, VYV IA and the beneficiaries cannot, even by mutual agreement, modify the duration of the limitation period, nor add clauses for the suspension or interruption thereof.

#### **9.5 PERSONAL DATA PROTECTION**

The beneficiary's personal data collected by VYV International Assistance (above "VYV IA" in this information leaflet), located at 3 Passage de la Corvette, 17000 La Rochelle, will be the subject of automated processing.

All data are mandatory for the management of the requests from beneficiaries. If the data is not supplied, VYV IA will be unable to process the requests from beneficiaries.

As part of fulfilment of the contract, the beneficiary's personal data will be used for the management and implementation of the assistance covers, the exercise of recourse and the management of complaints and disputes, the management of requests related to the exercise of rights, and the preparation of statistics as well as actuarial and commercial studies.

The beneficiary's personal data are also processed in order to comply with applicable legal, regulatory and administrative provisions. In this regard, and so as to meet its legal obligations, VYV IA may implement a monitoring process for the purposes of combating money laundering and terrorist financing, as well as the application of financial sanctions.

Various processes performed by VYV IA are based on its legitimate interest with regard to providing the beneficiary with the best products and services adapted to the needs thereof, improving their quality and customizing the proposed services. They correspond to the management of the relation with the beneficiary, notably by means of actions such as satisfaction surveys and polls, as well as telephone recordings. In its legitimate interest, VYV IA also uses a system to combat insurance fraud that can notably result in being registered within a list of persons presenting a risk of fraud, with this possibly resulting in a reduction or refusal of the entitlement to a right, benefit, contract or proposed service.

The beneficiary's health data are handled confidentially and are exclusively intended for internal or external persons specifically authorised by VYV IA.

The processing of the beneficiary's personal data is reserved for the relevant departments of VYV IA and will be communicated only to service providers, partners and subcontractors of VYV IA.

For the management and fulfilment of assistance covers, the beneficiary is informed that her/his personal data may occasionally be transferred to countries outside of the European Economic Area.

The personal data of beneficiaries are retained for the duration of the commercial relationship and until expiry of the legal or necessary limitation periods in accordance with a regulatory obligation.

In compliance with the regulations in effect relative to the protection of personal data, the beneficiary has rights relative to the processed data relating to her/him, including access, rectification in case of inaccuracy, erasure in certain cases, limitation of processing and portability of the said data. The portability right allows for the direct transmission of automatically processed personal data to another controller. This right only applies if the personal data are provided by the beneficiary and processed on the basis of her/his consent or the contract's fulfilment. Moreover, the beneficiary can define general and specific instructions indicating how the latter wishes these rights to be exercised after her/his death, and can also withdraw her/his consent if the data processing is based solely on that consent.

The beneficiary can also, at any time, object to the processing of her/his data for reasons pertaining to her/his personal situation.

The right of access the processing relative to the efforts to combat money laundering and terrorist financing is exercised via the French Data Protection Authority (CNIL), by means of an indirect access right procedure. Nevertheless, the right of access regarding processes that can lead to the identification of persons that are the subject of a freezing of assets or financial sanction is exercised directly via VYV IA.

The beneficiary can exercise these rights by sending an e-mail to the Data Protection Officer (DPO) at the following address: [contact@vyv-ia.com](mailto:contact@vyv-ia.com) or by contacting: 3 Passage de la Corvette, 17000 La Rochelle.

In case of complaint relative to the processing of her/his personal data or the exercise of rights, the beneficiary can turn to the CNIL.

Finally, in compliance with law 2014-344 of 17 March 2014, if the beneficiary does not wish to be the subject of commercial prospecting by telephone by a professional with whom s/he does not have a pre-existing contractual relationship, s/he can be placed on the telemarketing no-call list at no cost by

writing to: OPPOSETEL - Service Bloctel - 06 rue Nicolas Siret - 10000 Troyes, or by Internet at the following address: <http://www.bloctel.gouv.fr>.

## 9.6 COMPLAINT AND MEDIATION

In case of difficulties regarding the contract application conditions, beneficiaries can contact the VYV IA Customer Department by letter sent to The Mediator, at 3 Passage de la Corvette – 17 000 La Rochelle or by e-mail sent to [contact@vyv-ia.com](mailto:contact@vyv-ia.com).

If the agreement persists after an examination of the complaint, Beneficiaries can request an opinion from the Mediator without prejudice to other legal avenues, by e-mail ([mediation@mutualite.fr](mailto:mediation@mutualite.fr)) or at the following address: Médiateur de la Mutualité Française, FNMF, 255 rue de Vaugirard, 75719 PARIS Cedex 15.

## ARTICLE 10. OBLIGATIONS FOR ASSISTANCE COVERS

VYV IA can under no circumstances take the place of the local emergency rescue services, nor cover the costs incurred in this regard.

It is mandatory to contact the assistance department before any medical consultation or hospitalisation. The beneficiary's telephone call at the time of the event is the only way of initiating the assistance services. Services not organised or accepted by VYV IA will not be reimbursed.

## ARTICLE 11. HOW TO CONTACT OUR ASSISTANT SERVICE?

24-by-7

VYV International Assistance

- by telephone within France: **05 86 85 00 64**
- by telephone from abroad: **+33 5 86 85 00 64**
- preceded by the international access code

For our assistance to be as efficient as possible, please gather the following information that will be requested from you during your call:

The name and number of the contract under which you are enrolled:

- Your surname and first name,
- Your home address,
- The country, city or community where you are located at the time of your call,
- Give the exact address (n°, street, possibly hotel name, etc.),
- The telephone number where we can reach you,
- The nature of your problem.

During the first call, an assistance file number will be provided to you. During subsequent contacts with our Assistance Service, always recall this number.

The assistance request must be submitted within 48 hours after the date of occurrence of the operative event related to this request. After 48 hours, VYV IA can provide the Beneficiary with support and information, but will not cover the cost of the request.

**THE BENEFICIARY'S TELEPHONE CALL AT THE TIME OF THE EVENT IS THE ONLY WAY OF INITIATING THE ASSISTANCE SERVICES**

**ARTICLE 12. TABLE OF ASSISTANCE COVERS**

COVERS	COMMITMENTS	CEILINGS
<b>HEALTH DURING EXPATRIATION</b>		
Hospital medical referral	Referral	Actual costs
Advance of hospital medical costs	Advance	According to health contract conditions
Planned hospital monitoring for more than 3 days abroad and cost control	Monitoring	Actual costs
Medical advice	Coverage	Actual costs
Sending of medication	Coverage	Actual costs for transportation
Presence of a close relation during long hospitalisation	Coverage	Hospitalisation for more than 7 days - round-trip ticket, 1st class train or by air in economy class + 500 DIRHAMS (AED) / max. per night 7 nights
<b>REPATRIATION</b>		
Medical transportation	Coverage	Actual costs
Medical transportation for other beneficiaries	Coverage	One-way train ticket / economy class flight + accommodations if isolated children
Transfer due to insufficient technical facilities	Coverage	Actual costs
Hand luggage	Coverage	50 kg / beneficiary and maximum 4,100 DIRHAMS (AED)
<b>CONTINUING EXPATRIATION</b>		
Advance of funds	Advance	Maximum 20,500 DIRHAMS (AED)
Practical information	Coverage	Actual costs
Urgent messages	Coverage	Actual costs
<b>COVERED EVENTS</b>		
Death of a beneficiary	Coverage	Actual costs for repatriation and maximum 9,400 DIRHAMS (AED) for coffin expenses
Early return in case of risk of imminent and unavoidable death	Coverage	One-way 1st class train ticket or economy class flight + max. 500 DIRHAMS (AED) / night 7 nights
<b>LEGAL ASSISTANCE</b>		
Criminal bail bond abroad	Advance	Maximum 125,000 DIRHAMS (AED)
Foreign legal expenses	Coverage	Maximum 31,500 DIRHAMS (AED)
<b>SERVICES FOR THE INSURED PERSON</b>		
Psychological assistance	Coverage	3 individual telephone consultations
Theft, loss or destruction of documents	Advance	Maximum 9,400,500 DIRHAMS (AED)
Unexpected event – Concierge service	Referral	Actual costs