

**CARTE SANTE ASL
TERMS AND CONDITIONS
N° 4.089.003-3**

Please note this text is only a translation of which the only legal references are the terms and conditions in French language.

SECTION 1 - COMMON DEFINITIONS

Insurer

AIG Europe SA. A company Registered in Luxembourg under company number : RCS B 218806. Registered Office: 35 D Avenue J.F. Kennedy, L-1855, Luxembourg.

Registered branch office in France : Tour CB 21 - 16 Place de l'Iris, 92400 Courbevoie.

France Postal Address : Tour CB 21 - 16 Place de l'Iris, 92040 Paris La Défense Cedex France.

R.C.S Nanterre 752 862 540. Phone : +33 1.49.02.42.22 - Facsimile : +33 1.49.02.44.04.

Accident

Any bodily impairment unintended on the part of the insured, arising from the sudden action of an external cause of which the insured is the victim.

Serious accident

Any unintentional bodily impairment of which an Insured is a victim and resulting from the sudden and unexpected action of an external cause and all the pathological manifestations that are the direct consequence of such bodily impairment.

The following shall be considered to be Accidents:

- Infections caused directly by an insured accident, excluding any infection resulting from human intervention after an insured accident.
- Poisoning and bodily injuries due to the unintentional consumption of toxic or corrosive substances.
- Asphyxia due to the unexpected action of gases or vapors.
- Drowning and infectious diseases as a consequence of falling into water or an infected liquid.
- Frostbite, heat stroke, sunstroke as well as starvation and exhaustion as a result of shipwreck, forced landing, collapse, avalanche and flood.
- Bodily injuries resulting from an assault, terrorist act or attack of which the Insured is the victim, unless it is proven that he/she took an active part as the perpetrator or instigator of these events.

The following shall not be considered to be Accidents: epileptic fit, rupture of aneurysm, myocardial infarction, cerebral embolism and meningeal haemorrhage.

Previous accident or illness

Any temporary or permanent impairment of the physical well-being of the insured assessed by a competent medical authority, prior to the inception date of the policy.

Assistance provider

AVA ASSISTANCE, appointed by the Insurance Company.

Insured

Any client of the policyholder, who is no more than 70 years old on the day they enrol in this policy, and whose premium payment is up to date

Beneficiary

For all covers, the beneficiary shall be the insured him- or herself, unless otherwise stipulated in the policy.

Assistance card

Assistance card issued by AVA to each Insured on which appear his/her name and forename, dates of the start and end of his/her stay, identification number and the telephone contact details of the assistance platform.

Enrolment and premium management centre

AVA, appointed by the Insurance Company.

Centre for the notification and management of claims except for Assistance and Medical Expenses in the case of Hospitalization

AVA, appointed by the Insurance Company.

Non-essential surgery and treatment

Among others, surgical operations or treatments brought about by: acne, acupuncture, allergies including allergy tests, any periodic test or examination and periodic contraceptive tests, cosmetic surgical operations of all kinds not consequent upon an insured accident, circumcision, corns on the feet or bunions, cosmetic treatments of all kinds not consequent upon an insured accident, operations and treatments of congenital malformations, health check-ups, fertility tests and treatments linked to fertility (men and women), hormone treatments, incontinence, the treatment of verrucas, cysts, the treatment of obesity, premarital medical checks, preventive treatments or vaccines not consequent upon an insured event, insomnia treatments, tying of tubes, vasectomy, slimming treatments, any medical treatments or treatments considered by the Insurance Company to fall within the scope of research or experimentation or generally not acknowledged as ordinary medical practices.

Spouse/Partner

- The person linked to the Insured by the ties of marriage and not judicially separated.
- The Cohabitee or Partner: this is the person who has lived, as if married, with the Insured for at least six months, and in the same community of interests as a married couple.
- The Joint Signatory to a Civil Partnership with the Insured.

Enrolment application

Document duly completed and signed by the Insured on which appear his/her surname and forename, address, dates of stay, destination country, period of cover, option chosen if applicable, the date on which this document is drawn up and the corresponding insurance premium. In the event of Loss, the Insurer shall only take account of enrolments for which the corresponding insurance premium has been paid.

Bodily injury

Any physical impairment sustained by a person.

Consequential financial loss

Any monetary loss resulting from the loss of enjoyment of a right, the interruption of a service provided by a person or by a movable or immovable item of property, or the loss of a benefit or profit directly consequent upon insured bodily injury or property damage.

Property damage

Any impairment, deterioration, loss or destruction of an object or a substance, including any physical injury to animals.

Home

The Insured's place of habitual residence on the date of his/her enrolment (Metropolitan France, Principalities of Andorra and Monaco, Corsica, 'DROM-CTOM' (overseas provinces and overseas territories), countries of the European Union, Switzerland, Norway). The address for tax purposes is considered to be the home address in the event of a dispute.

Children

The legitimate, natural or adopted children of the insured and/or of his/her spouse/partner.

Abroad

Any country, territory or possession outside Metropolitan France and excluded countries (Iran, Syria, North Korea, Crimean Region, Soudan and Cuba),

By agreement, 'DROM' (overseas provinces and overseas regions), 'CTOM' (overseas countries and territories) and 'COM' (overseas communities) shall be deemed equivalent to 'abroad' with respect to Medical Expenses cover.

Family

The spouse/partner of the insured, the father, mother, grandparents, children, grandchildren, sons-in-law, daughters-in-law, sisters and brothers of the insured and/or of his/her spouse/partner.

Deductible

A flat-rate sum specified in the policy and borne by the Insured in the event of indemnity being paid as a result of a loss.

The deductible may also be expressed in hours or days. In this case, the cover concerned shall attach upon expiry of the period specified or in excess of the percentage laid down.

Civil war

Armed conflict between two or more parties belonging to the same state and whose adversaries are of different ethnicity, faith or ideology. In particular, the following shall be deemed equivalent to civil war: an armed rebellion, revolution, sedition, insurrection, coup d'état, the consequences of martial law, border closures ordered by a government or by local authorities. It shall be for the Insurance Company to prove that the loss results from one of these acts of civil war.

Foreign war

Armed conflict, whether declared or not, perpetrated by one state on another state. An invasion or state of siege shall also be considered to be a foreign war. If an accident takes place, it shall be for the Insured to prove that the loss results from an act other than an act of foreign war.

Hospitalisation

The fact of receiving care in a hospital establishment requiring a minimum stay of 24 hours consecutively. A hospital establishment shall be considered to be: a hospital or a clinic entitled to perform actions or treatments on sick or injured persons, possessing local administrative authorisations allowing such practices, and also the necessary personnel.

Illness

Any deterioration in health or any bodily impairment assessed by a qualified medical authority, while the policy is in force.

Serious illness

Any sudden deterioration in health, assessed by a qualified medical authority, involving the cessation of any professional or other activity, and comprising a qualified prognosis or long evolution requiring intensive medical treatment with, in general, hospitalisation for assessment and care.

Maximum any one event

Should the cover operate in favour of several Insureds who are victims of the same event, the Insurance Company's cover shall in any case be limited to the maximum amount specified in respect of this cover irrespective of the number of victims. Subsequently, the indemnities shall be reduced and settled proportionately to the number of victims.

Information leaflet

Document previously drawn up by the Insurance Company, presented to the Insured and detailing all of the conditions governing interventions, the nature of coverage and limit of liability, exclusions and policy limits, in accordance with Article L 140-4 of the Insurance Code.

Stay

Any trip linked to the professional or private activities of the Insured, made both in France and abroad.

Loss

Occurrence of an event specified in the policy. All of the claims relating to the same causative event or occurrence shall constitute one and the same loss.

Policyholder

AVA acting both on its own account and on behalf of its clients.

Territorial scope

Worldwide.

Reasonable Medical expenses

Current medical expenses and considered reasonable in the area of residence of the insured, that is to say, costs and prices generally charged in the locality or region, for medical benefits which the Insured would need for treatment compared to cases similar figure, the same severity or nature.

Support will not accept medical expenses considered by the Insurer as disproportionate in terms of the foregoing.

Section 2- TABLE OF LIMITS

COVERS	AMOUNTS AND LIMITS
Medical expenses Abroad In case of hospitalisation (the assistance centre must be informed) Outpatient medical expenses Physician, pharmacy, laboratory analyses Emergency dental care Emergency dental prostheses	Maximum € 30,000 Covered in full up to 90 % of expenses incurred, up to € 5,000 100 % of expenses incurred, up to € 30,000 75 % of expenses incurred reimbursed, with no excess. Maximum per quarter : € 750 Maximum per quarter: € 150 Maximum per event : € 250
Assistance and Repatriation Transporting the Insured to a medical facility Repatriation of the Insured to his/her home Repatriation of the Insured's body to his/her home country in the event of death	Actual expenses Actual expenses Actual expenses

SECTION 3 - INCEPTION AND PERIOD OF POLICY COVERS

The policy covers shall take effect on the departure date at 0:00 hours, stated on the Enrolment Application and no earlier than the following day at 0:00 hours on the date on which the enrolment form is signed by the Insured.

The covers shall cease as soon as the Insured returns to his/her Home or no later than the following day at 0:00 hours on the date of his/her return stated on his/her Enrolment Application.

They shall attach to the Insured 24 hours a day throughout the period of his/her stay in accordance with the dates and destination country specified on his/her Enrolment Application.

In any case, the guaranteed period could not exceed 30 days

1- MEDICAL EXPENSES COVER

Insured interest

The cover shall grant reimbursement of medical expenses (treatment, hospitalisation expenses, pharmaceutical costs, fees, ambulance costs) incurred by the Insured, up to the limit laid down in the "Table of Limits".

These expenses must be exclusively prescribed by a medical authority possessing the qualifications or authorisations required in the country where it operates, and legally entitled to practise its profession.

This cover shall be limited to the reimbursement of the actual expenses incurred by the Insured.

Formalities in the event of Hospitalisation:

In the event of an Accident or Illness affecting the Insured requiring his/her Hospitalisation, the Insured (or his/her legal representative) must, except in the case of force majeure, contact the Assistance Provider which shall provide him/her with the full contact details of the approved hospital establishment nearest to the area where the Insured is situated.

If, owing to his/her condition, the Insured (or his/her legal representative) finds it impossible to make this contact prior to his/her Hospitalization, he/she shall contact the Assistance Provider as soon as his/her condition so allows.

Should the hospital establishment refuse to accept direct payment of the expenses by the Assistance Provider, the Insured shall pay these expenses as an advance and shall be reimbursed 100% of the actual expenses, up to the limit any one person and per file, laid down in the "Table of Limits".

2- ASSISTANCE AND REPATRIATION COVER

Inception and period of cover

This cover shall attach to the Insured, in the event of an accident or illness of which he/she is a victim, 24 hours a day throughout the period of each stay during the academic year.

Intervention Conditions

For any intervention the Insured or his/her representative must contact the Assistance Provider beforehand. The contact details are given in the section "WHAT TO DO IN THE EVENT OF A LOSS" and on the Assistance Card.

In all cases, only the Assistance Provider's medical authorities shall be empowered to decide on repatriation, the choice of means of transport and the place of hospitalization, and, if necessary, they shall liaise with the local attending physician and/or the family doctor.

Reservations shall be made by the Assistance Provider, who is entitled to ask the Insured for any unused travel tickets.

The Assistance Provider shall only be obliged to meet the costs in excess of those that the Insured ought normally to have incurred for his/her return.

Nature of benefits and coverage

Transporting the Insured to the medical centre

The Assistance Provider shall organize and meet the cost of transporting the Insured to a more appropriate or better equipped hospital establishment.

Depending on the seriousness and circumstances, he/she shall be transported by rail (1st class), in a seat, couchette or sleeping car, ambulance or light ambulance, scheduled airline in a seat or on a stretcher or private air ambulance.

Repatriation of the Insured to his/her home address

The Assistance Provider shall repatriate the Insured to his/her home address when he/she is in a condition to leave the medical centre. Repatriation as well as the most suitable methods shall be decided and chosen by the Assistance Provider under the same conditions as above.

Repatriation of the body in the event of death

In the event of an Insured's death occurring during the journey, the Assistance Provider shall meet the cost and organize the transportation of the Insured's body to his/her home address.

The costs of burial, embalming, the coffin and the ceremony, unless they are made obligatory by local legislation, shall not be covered under the present policy.

Exceptional

Circumstances: The Assistance cannot be held responsible for delays or failures in the provision of services in case of a strike, riot, popular movement, reprisals, restrictions on freedom of movement, any act of sabotage or terrorism, civil or foreign war, heat or radiation from the decay of atomic nuclei, radioactivity, other acts or force majeure event.

SECTION 4 - EXCLUSIONS

1- EXCLUSIONS COMMON TO ALL SECTIONS OF COVER

The following shall always be excluded from all policy covers:

- **Accidents caused or brought about intentionally by the Insured or the beneficiary of the policy.**
- **The consequences of the suicide or attempted suicide of the Insured.**
- **Accidents caused by foreign war or civil war.**

Also excluded are accidents occurring in the following circumstances:

- If the Insured practices a sport on a professional basis, practices or takes part in an amateur race requiring the use of a motorized craft or vehicle on land, on water or in the air.
- If the Insured uses, as a pilot or passenger, a microlight, hang-glider, parachute or paraglider.
- If the Insured participates in brawls (except in the case of self-defense), crimes or bets of any kind.
- You are not covered under this policy for any trip (or journey*) in, to or through the following countries: Iran, North Korea, Syria, Cuba, Crimea and Sudan.
- You are not covered under this policy if you are on any official government or police database of suspected or actual terrorists, members of terrorist organizations, drug traffickers or illegal suppliers of nuclear, chemical or biological weapons.
- Nervous and mental illness.

2 - EXCLUSIONS SPECIFIC TO ASSISTANCE, REPATRIATION AND MEDICAL EXPENSES ABROAD COVERS

Apart from the exclusions specified in the Section “Exclusions common to all sections of cover”, the following shall never be covered:

- Minor ailments or injuries that can be treated on the spot,
- Relapses in connection with illness previously recorded and entailing a sudden and imminent risk of aggravation.
- Pre-existing diseases occurred in the first six months of the abroad stay.
- The costs of burial, embalming and the ceremony, unless they are made obligatory by local legislation.
- Costs incurred by the Insured without the prior agreement of the Assistance Provider.
- The costs of meals, hotels, travel, road tolls, fuel, taxi or customs, except for those included under the cover.
- Acts liable to criminal penalties in accordance with the legislation of the country in which the Insured is located.
- Medical expenses incurred in the Insured’s home country except in the cases included under the cover.
- The consequences or relapses of previously observed illnesses unless it was considered by a medical as consolidated and medical expenses arising from the diagnosis or treatment of a physiological state (pregnancy except in the cases included under the cover) already known before the inception date of cover.
- Medical expenses connected with pregnancy or maternity, abortions and their consequences except in case of medically recognized necessity or following a covered accident or illness, treatments connected with sterility.
- Medical expenses arising from cases of dorsodynia, lumbalgia, lumbosciatica, herniated disc, parietal hernia, vertebral herniation, crural hernia, scrotal hernia, linea alba inguinal hernia and umbilical hernia.
- Courses of treatment at a spa, rehabilitation, costs of spectacles, contact lenses, prostheses of all kinds, routine examinations and tests or check-ups, preventive tests or treatments, monitoring tests and examinations in the absence of an insured accident or illness except if they were unknown the purchase day of the present policy.
- The costs of transplanting organs not made necessary by an insured accident or illness.
- The costs of cosmetic or reconstructive surgery and non-essential treatment, sessions of acupuncture, physiotherapy, chiropractic or osteopathy not resulting from an insured accident or illness.
- Vaccination.
- The costs of treatments not prescribed by a qualified medical authority.
- Contraception

SECTION 5 - PROCEDURE IN THE EVENT OF LOSS

NOTIFICATION OF LOSS

For Assistance services and the direct payment of Hospitalization expenses :

- **It is necessary, prior to any intervention, exclusively to contact the Assistance Provider.**
- **State the number of the present insurance policy, the agreement number and the Insured’s identification number appearing on the Assistance Card.**

After verification, the Assistance Provider shall issue an acceptance number. Payment of the expenses shall then be made directly to the hospital by the Assistance Provider.

Contact details of the Assistance Provider for assistance services and payment of hospitalization medical expenses exclusively

AVA ASSISTANCE

Telephone:

- **from abroad** + 33 1 49 02 42 11
- **from France** 01 49 02 42 11
- **From USA and Canada** 1.817.826.7090

Exceptional circumstances

The Assistance Provider cannot be held liable for delays or impediments in the performance of services in the event of strikes, riots, civil commotion, reprisals, restrictions on free movement, any act of sabotage or terrorism, civil or foreign war, release of heat or radiation resulting from the disintegration of atomic nuclei, radioactivity, or other cases of unforeseeable circumstances or force majeure.

For all other policy covers:

In order to benefit as soon as possible from his/her indemnity, the Insured or his/her legal representative must, under threat of forfeiture, report any loss likely to affect the policy covers from the time that he/she becomes aware of same:

- within 15 working days for the reimbursement of Medical Expenses without hospitalization, "Personal Accident", "Public Liability Abroad" covers.

In the event of non-notification or notification after the deadline, cover shall no longer be granted if the Insurer establishes that the delay caused it a loss, unless the Insured or his/her representative proves that, as a result of unforeseeable circumstances or force majeure, it was impossible for him/her to report the loss within the period laid down.

If the Insured or his/her representative intentionally uses inaccurate documents or fraudulent means, he/she shall entirely forfeit all entitlement to any indemnities. The same applies in the event of non-disclosure in the loss notification, tending to exaggerate or misrepresent the consequences of the accident or illness, to disguise its causes or to prolong its consequences.

Should the Insured refuse without valid grounds to submit to an examination by the Insurance Company's doctors and/or experts and if, after a notice given 48 hours in advance by registered letter, he/she persists in his/her refusal, he/she shall forfeit all entitlement to any indemnity for the loss in question.

Contact details of the centre for the notification and management of claims except for Assistance and Medical Expenses in the case of Hospitalization

- For medical expenses without hospitalization exclusively

AVA Assurances Voyages

Address: 25 rue Maubeuge 75009 PARIS, FRANCE

Telephone : from France: 01.53.20.44.23 from abroad: 33.1.53.20.44.23

Fax : 01.42.85.33.69 from abroad: 33.1.42.85.33.69

DOCUMENTS NECESSARY FOR THE SETTLEMENT OF THE LOSS

In all cases, the Insurer shall necessarily require the following items to draw up the File:

- The identification number of the Insured and the policy number (stated on the Assistance Card).
- A copy of the Enrolment Application for the present policy.

In addition, depending on circumstances, the Insurer shall also require the following items:

For medical expenses without hospitalization cover:

- The original supporting documents for the expenses.
- Medical File completed by the Doctor

The Insured cannot propose any agreement, undertaking, offer, payment or indemnity without the written agreement of the Insurer.

If additional medical documents or any other supporting document, as per the coverage in question, prove necessary for the settlement of the Loss, the Insured shall be personally alerted by the Claim Management Centre or the Insurer.

SETTLEMENT OF CLAIM

Upon the occurrence of the risk, the Insurance Company must perform within the agreed time limit the service determined by the policy and that shall be the limit of its obligation (Art L 113-5 of the Insurance Code). The indemnity or benefit shall be paid at the registered office of the Insurance Company in France or of its authorised representative.

Following agreement between the parties, the indemnity or benefit shall be payable without interest within a period of 10 days after it is determined. Failing an agreement, payment shall be made within the same period following an enforceable court decision. Payment of the indemnity shall be final and shall release the Insurance Company from any subsequent recourse or appeal relating to the loss or its consequences.

Expert assessment

The loss or damage shall be evaluated by negotiation or, failing this, by an out-of-court expert's investigation, subject to the respective rights of the parties. Each of the parties shall choose an expert. If the experts thus appointed fail to reach an agreement, they shall choose a third expert. The three experts shall operate by mutual agreement and by a majority of votes. If one of the parties fails to appoint its expert, or if the two experts fail to agree on the choice of the third one, the appointment shall be made by the commercial court in the judicial district in which the loss occurred. This appointment shall take place on a simple request by the more diligent party made at the earliest 15 days after sending the other party a registered letter giving formal notice, with advice of delivery. Each party shall pay the costs and fees of its expert and, if necessary, half the fees of the third expert and of the costs of his/her appointment.

Subrogation or recourse against those responsible for the loss

For Medical Expenses cover, if an indemnity has been paid, the Insurer shall be subrogated to all the rights and remedies of the Insured, up to the amount of this indemnity, against any person responsible for the loss or damage. These provisions shall not apply, except in the case of malicious activity, to the children, relatives in direct line of ascent or descent, or employees of the Insured, nor to any person living habitually in his/her household.

Independent aggravation of the accidental or pathological event

Whenever the consequences of an accident or an illness are aggravated by an empirical treatment, or by the Insured's negligence or refusal to submit to the medical treatment necessitated by his/her condition, the benefit shall be calculated not on the actual consequences of the case, but on those that would have been experienced in a normal healthy subject undergoing a rational and appropriate medical treatment.

SECTION 6 - MISCELLANEOUS

STATEMENT OF RISK

Accordance with the law, this agreement is based statements of the Insured. It must therefore answer the questions posed by the Insurer through the Application form, which are likely to make him appreciate the risks he takes over (Art. L 113-2 of the Insurance Code) .

Penalties in the event of a false declaration

Any inaccuracy, omission, failure to declare or deliberate false declaration by the Insured relating to the information that constitutes the risk when taking out the policy or whilst it is in force will be punishable, even if it had no impact on the Claim, by a reduction in compensation or by rendering the policy null and void (Articles L.113-8 and L.113-9 of the French Insurance Code [Code des assurances]).

Similarly, any omission, withholding of information or false declaration, whether or not it is deliberate, in the Claim report will render the Insured liable to forfeiture of cover or cancellation of the policy.

Multiple insurance policies

Under no circumstances may the Insured be covered more than once under this policy for the same trip. If that were the case, the Insurer's commitment would be limited to a single subscription in any event.

Address for service

The Insurer and its representatives choose the Company's domicile at its registered address in France:
Tour CB21-16 Place de l'Iris, 92400 Courbevoie

Period of limitation

In accordance with the provisions of Articles L114-1 of the Insurance Code, all actions arising from a contract of insurance are time-barred 2 years after the date of the event giving rise to the action.

However, this period will only start to run:

- 1 In the case of concealment, omission, false or inaccurate provision of information in respect of the risk to be covered: from the date the Insurer becomes aware of the event;
- 2 In the case of an event giving rise to a claim: only from the day on which the interested parties become aware of it, if they prove that they have ignored it until then.

When the action of the Insured against the Insurer results from a claim by a third party, the statutory limitation period shall only start to run from the day upon which that party has taken legal action through the courts against the Insured or has been compensated by the latter.

The statutory limitation period is extended to ten years in contracts of insurance against accidents to the persons where the Beneficiaries are the legal heirs of the deceased Insured.

The statutory limitation period is interrupted by one of ordinary causes of limitation period interruption, namely by:

- any court summons, including interim proceedings, any court order to pay or seizure, served on the person seeking to invoke the statutory limitation periods in an attempt to prevent him from so doing;
- any unequivocal recognition by the Insurer of the Insured's right to receive insurance benefits,
- or any recognition of debt by the Insured in favour of the Insurer;
- as well as in the other following cases provided for under article L114-2 of the Insurance Code:
 - any designation of an expert following an event giving rise to a claim;
- the sending of a registered letter with acknowledgment of receipt by:
 - the Insurer to the Insured for non-payment of premium;
 - the Insured to the Insurer for payment of the insurance benefit.

As an exception to article 2254 of the Civil Code, the parties to an insurance contract may not, even by mutual agreement, either change the duration of the statutory limitation periods, nor add to the grounds for suspension or interruption of the same.

Data protection (French Act no. 7817 of 6.1.78)

Personal data collected by the Insurer will be used for the purpose of underwriting as well as policy and claims handling. For the same purpose such information may be communicated to our agents, service providers which may be situated outside the EU. To ensure safety and adequate protection of the data, such transfers have been authorised by the CNIL and protection is mainly obtained through the standard contractual clauses of the European Commission. Moreover for assistance services, in order to provide such services and control their quality, telephone conversation between the Insured and the assistance company may be recorded. The personal data which will be collected during such calls are necessary for the assistance services to be provided. Those information are exclusively for the internal use of the assistance company and of the persons involved in the claim handling within their respective roles.

Pursuant to law n°78-17 dated 6th January 1978, as modified, data subjects can exercise their rights of access, modification and objections by contacting us at AIG, Service Clients, Tour CB21 92040 La Défense Cedex and providing us with their file reference together with a copy of their identity card. They can also object, by letter sent at the above address, to their personal data being used for marketing purposes. To learn more about the Insurer's Privacy Policy please go to www.aig.com/fr-protection-des-donnees-personnelles

Claims assessment/ Mediation

POLICE 4.089.003 PROCEDURE DE RECLAMATION

En cas d'insatisfaction relative à la conclusion ou à l'exécution du contrat, le Souscripteur, l'Assuré ou le Bénéficiaire doit adresser sa réclamation au Service Réclamations d'AVA à l'adresse suivante :

25 RUE DE MAUBEUGE 75009 PARIS
ou par email : reclamation@ava.fr

La demande devra indiquer le n° du contrat et préciser son objet.

Le Service Réclamations d'AVA s'engage à accuser réception dans les 5 (cinq) jours et à apporter une réponse au plus tard dans les 30 (trente) jours suivant la date de réception de cette première réclamation (sauf circonstances particulières dont l'Assuré, le Souscripteur ou le Bénéficiaire] sera alors tenu informé

POLICE 4.089.003 PROCEDURE D'ESCALADE

En cas de rejet ou de refus de faire droit en tout ou en partie à la réclamation par Service Réclamations d'AVA, le Souscripteur, l'Assuré ou le Bénéficiaire peut élever sa réclamation au niveau de la succursale française de AIG en écrivant par email à reclamationaig@ava.fr

La succursale française de AIG s'engage à accuser réception dans les 5 (cinq) jours ouvrables et à apporter une réponse au plus tard dans les 30 (trente) jours suivant la date de réception de la réclamation par la succursale française de AIG (sauf circonstances particulières dont le Souscripteur, l'Assuré ou le Bénéficiaire sera alors tenu informé).

Lorsque le réclamant est une personne physique agissant à des fins non professionnelles et que le désaccord persiste après la réponse apportée par la succursale française de AIG, le réclamant peut saisir le Médiateur de l'Assurance français par courrier à l'adresse suivante : La Médiation de l'Assurance, TSA 50110, 75441 Paris Cedex 09, ou en remplissant le formulaire en ligne disponible sur le site www.mediation-assurance.org.

AIG Europe SA étant une compagnie d'assurance luxembourgeoise, la personne physique concernée peut également, si le désaccord persiste après la réponse apportée par la succursale française de AIG ou en l'absence de réponse passé un délai de 90 jours :

1. élever la réclamation au niveau du siège social de AIG, soit par courrier en écrivant à AIG Europe SA « Service Réclamation Niveau Direction », 35D avenue John F. Kennedy, L-1855 Luxembourg, soit par email en écrivant à l'adresse suivante : aigeurope.luxcomplaints@aig.com ;
2. saisir l'un des organismes de médiation Luxembourgeois dont les coordonnées figurent sur le site internet du siège de AIG à l'adresse suivante <http://aig.lu> ; ou
3. présenter un recours extra judiciaire devant le Commissariat Aux Assurances luxembourgeois (CAA), soit par voie postale à l'adresse du CAA, 7 boulevard Joseph II, L-1840 Luxembourg, soit par télécopie adressée au CAA au +352 22 69 10, soit par email en écrivant à reclamation@caa.lu, soit en ligne sur le site internet du CAA <http://www.caa.lu>.

Aucun des recours amiables visés ci-dessus ne saurait porter préjudice au droit de la personne concernée à tenter une action en justice.

La politique de AIG en matière de satisfaction client est disponible sur son site à l'adresse suivante : <http://www.aig.com>

Si le contrat a été souscrit par internet, la personne concernée a également la possibilité d'utiliser la plateforme de Résolution des Litiges en Ligne (RLL) de la Commission Européenne à l'adresse suivant : <http://ec.europa.eu/consumers/odr/>

Supervisory body

AIG is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN number 202628). The sale and marketing of insurance policies in France is subject to applicable French regulation, which is supervised by the Autorité de Contrôle Prudenciel et de Résolution.

Governing law and jurisdiction

This policy and pre-contractual relationships will be governed by French law and the parties agree to abide by it.

Any dispute arising from the performance, failure to perform or interpretation of this policy will be referred to the French Courts.