



Assurances Sans Frontières

GENERAL TERMS AND CONDITIONS OF THE ASSISTANCE CONTRACT, TO BE CONSIDERED TO BE AN INFORMATION BOOKLET REGARDING THE CONTRACT

“ASSISTANCE IN THE EVENT OF DEATH - REPATRIATION TO THE COUNTRY OF ORIGIN”

policy no. ASF-2021-03-DC

The assistance coverages are implemented by LLT CONSULTING SAS, a simplified joint-stock company (société par actions simplifiée) with a capital of 100,000 euro, whose registered office is located at 3 Passage de la Corvette 17000 La Rochelle, France, registered with the Trade and Companies Register of La Rochelle under the number 828 002 188 and with the ORIAS (the French Register of Insurance Intermediaries) under the number 17004577,

Acting in the name of and on behalf of: RESSOURCES MUTUELLES ASSISTANCE, hereinafter referred to as “RMA” – an assistance union governed by the provisions of Book II of the Mutual Societies Code, whose registered office is located at 46 rue du Moulin – B.P. 62127 – 44121 VERTOOU cedex, and registered in the Sirene register under the SIREN number 444 269 682.

A management agreement specifies the operations relating to this contract that RMA delegates to LLT CONSULTING and, among other things, the obligations of the latter towards RMA and the obligations of the latter with respect to the management of the assistance services provided under this contract.

Together, they are referred to hereinafter as “VYV IA” or **VYV INTERNATIONAL ASSISTANCE**.

The contract is distributed by ASSURANCES SANS FRONTIERES (ASF) SARL, 500 BD LORD BROUGHAM, DOMAINE DE LA CROIX DES GARDES, 06400 CANNES, registered with the Trade and Companies Register of Cannes under the number 509989398, and registered with the French Register of Insurance, Banking, and Finance Intermediaries under registration number 09048664 as an Insurance and Reinsurance Broker.

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ASSISTANCE CONTRACT "ASSISTANCE IN THE EVENT OF DEATH - REPATRIATION TO THE COUNTRY OF ORIGIN"

This contract is governed by French law. The contracting parties declare that they submit to the jurisdiction of French courts and waive all proceedings in all other countries.

SECTION I: GENERAL INFORMATION ABOUT THE ASSISTANCE CONTRACT

1- Purpose of the contract

The purpose of this contract is to grant assistance benefits to the insured persons designated in the special conditions of the contract "ASSISTANCE IN THE EVENT OF DEATH - REPATRIATION TO THE COUNTRY OF ORIGIN".

It falls under Branch 18 - Assistance defined in Article R.211-2 of the Mutual Societies Code, and is governed by its stipulations as well as by the provisions of the Mutual Societies Code and the French laws in force. In the event of a conflict of interpretation between the insurance contract and the provisions of the insurance company's Articles of Association, the provisions of the insurance contract, which are the subject of this document, shall prevail.

2- Parties to the contract

RMA: RESSOURCES MUTUELLES ASSISTANCE – an assistance union governed by the provisions of Book II of the Mutual Societies Code, whose registered office is located at 46 rue du Moulin – B.P. 62127 – 44121 VERTOU cedex, and registered in the Sirene register under the SIREN number 444 269 682.

Subscriber: A natural or legal person who contracts assistance benefits for himself/herself/itself or for a third party and who, as a result, undertakes to pay the premium to the insurer.

Policyholder: Any person declared by the **subscriber**, hereinafter referred to as the **Policyholder**, who receives the benefits of the insurance and whose identity is indicated in the special terms and conditions of this contract.

3- Definitions

Domicile: Principal place of residence mentioned in the special conditions.

Appointed manager: It is reiterated that this contract is distributed by the intermediary ASSURANCES SANS FRONTIERES, and that its management is entrusted to LLT Consulting.

Close relative: A partner, parent (father OR mother), immediate descendant, brother, or sister of the insured person whose relationship can be proven by an administrative certificate.

Incident: occurrence of the event provided for in the assistance contract.

Tacit renewal: Automatic renewal of the insurance contract at the end of each cover period.

Country of destination: Country of interment chosen by the insured person at the time of subscription

4- Insured persons

Individual Option:

Covers: a **Policyholder** who is no more than 70 years of age at the time of subscription

Family Option:

Covers:

- A **Policyholder** who is no more than 70 years of age at the time of subscription

- His or her partner, designated by name in the special terms and conditions, no older than 70 years at the time of subscription
- Dependent children of up to 18 years of age, designated by name in the special terms and conditions.

Insured children who reach the above-mentioned age limit after subscription continue to enjoy the benefits until the expiry of this contract.

The family option covers a maximum of four (4) children. Any additional person in the family option shall pay a surcharge corresponding to the individual premium. Any child of over 18 years of age must take out an individual policy.

5- Circumstances

VYV International Assistance provides its services 24 hours a day and 7 days a week in the event of death.

6- Territoriality

The assistance benefits apply in the **Policyholder's** country of residence and abroad according to the zone of the place of interment that is chosen and mentioned in the special terms and conditions.

Zone 1: Morocco, Algeria, Tunisia, Turkey, Croatia

Zone 2: Egypt, Western Africa, Gabon, Cameroon, Chad, Western Europe, Southern Europe

Zone 3: Central Africa (excluding Gabon, Cameroon, and Chad), Eastern Africa, Southern Africa, Overseas France, the Middle East, Asia, Oceania, the Comoros, and Haiti.

7- Premium

The premium is payable at the time of subscription or when renewing the contract, unless otherwise stipulated in the contract.

When a subscription is being renewed for the following year, the premium shall be paid by the **subscriber** by the premium due date, under the same conditions as mentioned above. If the premium is not paid within ten (10) days of its due date, VYV IA may suspend the cover thirty (30) days after the **Policyholder** has been given formal notice by means of a registered letter sent to the **Policyholder** at his/her last known address. This letter must expressly state that it is being sent as a formal notice, and must indicate the amount and due date of the premium.

VYV IA has the right to terminate the contract ten (10) days after the expiry of the above-mentioned period of thirty (30) days.

Suspension for non-payment of premium does not relieve the **Subscriber** from paying the full amount of the premium for the ongoing assistance cover period until it expires.

8- Effective date and duration of the contract

This assistance contract takes effect 24 hours after the date of subscription for any death resulting from an accident, and has a duration of one year. After that, it is renewed by tacit agreement.

Important:

In all other cases, it will only take effect after a waiting period of 90 days following the subscription date.

In no case can the duration of each successive extension of this contract exceed one year. However, each party has the right to terminate the contract at the end of a period of three hundred and sixty-five (365) days from the effective date of the contract, provided that it informs the other party by giving it at least 30 days' notice.

ASSURANCES SANS FRONTIERES will notify the **Subscriber** of the due date and the amount to be paid thirty (30) days prior to each premium due date.

A policy may also cease to be held in one of the following cases:

- in the event of a non-payment of dues by the Policyholder,
- on the date on which the **Policyholder** no longer meets the policyholding-related conditions of this document,
- in the event of the termination of the group insurance contract associated with this document.

9 Renunciation in the event of canvassing or remote selling

ASF undertakes to communicate to **Policyholders** who have acquired 'insured' status, information concerning the right of renunciation in the event of canvassing or remote selling of the contract that is the subject of this document.

In addition to the information stipulated in Article L.223-8 of the Mutual Societies Code, the policy form must include a draft text designed to facilitate the exercise of the right of renunciation when this right exists.

In the event of canvassing

ASF will communicate to the **Policyholder** information concerning the right to withdraw in the event of canvassing at home or at a workplace when the **Policyholder** signs an insurance proposal or contract in this context for purposes that do not fall within the scope of his/her commercial or professional activities. The **Policyholder** has a period of fourteen (14) calendar days from the date of conclusion of the contract to exercise his/her right of renunciation in accordance with the provisions of Article L.221-18-1 of the Mutual Societies Code if a policy was taken out due to canvassing at his/her home, place of residence, or place of work, even if it was at his/her request.

In the event of remote selling

The contract is considered to have been sold remotely if it was concluded by means of one or more remote marketing techniques, particularly via mail or the Internet. In accordance with Article L.221-18 of the Mutual Societies Code, **Policyholders** who have signed up remotely, for purposes that do not fall within the scope of their commercial or professional activities, have a period of fourteen (14) calendar days to renounce their policy, without having to justify their reasons or incur penalties. This period begins:

- either from the day on which the policy began to be held;
- or from the day on which the interested party received the policy conditions and information in accordance with Article L.222-6 of the French Consumer Code, if this latter date is later than the date on which the policy began to be held.

The day of the conclusion of the contract corresponds to the date on which the policy begins to be held.

In accordance with Article L.223-8 of the Mutual Societies Code, any insured person who has signed an application for a policy providing a death-related cover has the option of renouncing it by means of a registered letter with an acknowledgement of receipt for a period of thirty calendar days starting from the day on which he/she is informed that the policy has begun to be held. The day of the conclusion of the contract corresponds to the date on which the policy begins to be held.

The right of renunciation does not apply when the contract has been fully executed by both parties at the express request of the **Policyholder**, before the **Policyholder** exercises his/her right of renunciation.

Terms of renunciation in the event of canvassing or remote selling

To exercise his/her right of renunciation, the **Policyholder** must send to **RMA**, via **VVY International Assistance – LLT Consulting**, 3 passage de la Corvette 17000 La Rochelle, a registered letter with an acknowledgement of receipt in which he/she formalises his wish to renounce his policy. He/she can use the following template:

“Through this letter with an acknowledgement of receipt, I, the undersigned (surname, first name, address), declare that I renounce my participation in contract no. ASF-2021-03-DC - ASSISTANCE IN THE EVENT OF DEATH - REPATRIATION TO THE COUNTRY OF ORIGIN that I signed on at (place of signature), and request a refund of the payment that I have made, i.e. the sum of €... [amount in euro]. (date and signature)”.

Effects of renunciation (canvassing, remote selling, or upon receipt of the policy certificate)

RMA, through **VVY International Assistance – LLT Consulting**, will then proceed to refund the sums paid within thirty (30) calendar days from the date of receipt of the registered letter with an acknowledgement of receipt. The policy will be deemed to have never been held, and the benefits will not apply, as soon as **RMA**, through **VVY International Assistance – LLT Consulting**, receives the registered letter of renunciation with an acknowledgement of receipt. Beyond the period of thirty (30) days, the sum due shall automatically bear interest at the legal rate.

SECTION II: SERVICES GRANTED IN THE EVENT OF DEATH

1- Repatriation and/or transport of the body of the deceased insured person or interment in the country of residence

The Policyholder must choose between the two services below:

a) Repatriation and/or transport of the body of the deceased insured person

In the event of the death of the insured person, **VYV International Assistance** will organise and pay for:

- Repatriation and/or transport of the body from the place of death to the place of interment in the country of destination,
- The administrative procedures and formalities necessary for this transport,
- The coffin, if necessary; it shall be the simplest model allowing such transport.

The family of the deceased insured person is responsible for the costs of the ceremony, accessories, interment, or cremation.

b) Interment or cremation of the insured person in the country of residence

In the event of the death of the insured person, **VYV International Assistance** will organise and pay for the transport of the body from the place of death to the place of interment in the country of residence.

If the insured person requested to be cremated, cremation charges of up to €1500 will be paid by VYV International Assistance.

The total amount for the services provided in the country of residence is capped at €3,300.

2- Accompaniment of the body

In the event of the death of the insured person in his/her country of residence or abroad, **VYV International Assistance** will pay for two return tickets, by air or other means of transport, so as to enable two close relatives to accompany the body to the place of interment in the country of destination.

This cover is granted only if **VYV International Assistance** has itself organised the repatriation of the insured person from the place of death to the place of interment.

The two tickets are paid for up to the ceilings indicated below:

- Zone 1: Ceiling of €500
- Zone 2: Ceiling of €1,200
- Zone 3: Ceiling of €1,500

3- Interment of the deceased insured person in his/her country of destination

a) In the event of the death of the insured person in his/her country of destination, **VYV International Assistance** will organise and pay for the transport of the body from the place of death to the place of interment.

b) **VYV International Assistance** will pay for a return ticket for transportation, whether by air or any other means of transport, so as to enable a **close relative** to attend the interment, within the limit of €1,000 for 2 accompanying tickets.

SECTION III: EXCLUSIONS AND EXCEPTIONAL CIRCUMSTANCES

The assistance benefits provided under this contract are granted subject to the following exclusions:

1- Exclusions

The following are excluded from the cover of the contract:

- Expenses relating to an incident such that the event giving rise to the incident occurred prior to the subscription of the contract
- Conditions under treatment that had not stabilised,
- Relapses of illnesses that were medically diagnosed before the date of obtaining the policy,
- Conditions resulting from the consumption of alcohol or the use of drugs, narcotics, and similar products that were not medically prescribed,
- Death due to an illness occurring before the expiry of the 90-day waiting period,
- Obvious misrepresentations,
- Costs relating to any incident occurring before or after the period of validity of the contract
- Persons with undeclared pathologies prior to subscription
- Costs relating to repatriation assistance incurred by the Policyholder's family without the prior agreement of VYV International Assistance
- Repatriation of an already-interred body
- The repatriation of a stillborn baby of under 24 weeks
- Indemnities of any kind whatsoever, except for the benefits expressly provided for in this contract, within the limit of the cover ceiling specified for each benefit.
- Suicide-related expenses
- Death caused directly by the intentional actions of the insured person
- Declared or undeclared civil or foreign wars
- Natural disasters such as floods, earthquakes, volcanic eruptions, cyclones, and meteorites
- The consequences of epidemics and pandemics that lead to quarantine or preventive or specific surveillance measures by local and/or national health authorities
- The consequences of terrorist actions, mutinies, riots, and acts of sabotage committed as parts of concerted actions
- The consequences of the actions of the armed forces or the police
- Force majeure that prevents the assistance company from intervening
- The participation of the Policyholder in criminal conduct, and in any illegal activity, including illegal gatherings, competitions, betting, or challenges
- The consequences of exposure to infectious biological agents, chemical agents such as poison gas, incapacitating agents, or nerve agents or agents that cause persistent neurotoxic effects, that result in quarantine or preventive or specific surveillance measures by local and/or national health authorities
- The consequences of injuries or an aggravation of injuries caused by weapons or devices designed to explode by means of the modification of the structure of atomic nuclei, or by any nuclear fuel, radioactive product or waste, or any other source of ionising radiation for which the operator of a nuclear installation is liable.

2- Exceptional circumstances

VYV International Assistance can take action only within the limits of the agreement given by the local authorities. VYV International Assistance will not be held responsible for any failure or hindrance in the execution of its obligations resulting from cases of force majeure, such as civil or foreign wars, revolutions, riots, strikes, seizures or coercion by public forces, official prohibitions, piracy, explosions of devices, nuclear or radioactive effects, epidemics, and climatic or natural hindrances such as storms, hurricanes, and earthquakes.

SECTION IV: TERMS AND CONDITIONS OF REPORTING CLAIMS

1- Methods of implementation of assistance services

The activation of the cover is MANDATORILY subject to the prior agreement of VYV International Assistance on the basis of the conditions for the cover set out in this contract.

Only benefits and services organised by or with the consent of its divisions are covered by VYV International Assistance.

The express consent of VYV International Assistance is indicated by means of a case number provided to the insured person.

The **Policyholder** or the person in charge of the relationship with the beneficiary must inform **VYV International Assistance** of any incident that might necessitate its intervention as soon as he/she becomes aware of it, and within five (5) days of its occurrence.

VYV International Assistance operates within the framework set by national and international laws and regulations.

Contact details for reporting a claim within 5 days:

Tel: 00 33 5 86 85 01 16

E-mail: ops@vyv-ia.com

Address: **VYV International Assistance / Assurances Sans Frontières**
Assistance in the event of death - repatriation to the country of origin
3 Passage de la corvette
17 000 La Rochelle - France

2- Provisions regarding the assistance to the person

In the event of a request for the **repatriation of a body**, the family of the deceased insured person must provide the following information:

- Surname, first name, date and place of birth of the deceased person
- His/her place of residence in the country of destination
- Contact details of the family

And if possible:

- The place of interment in the country of destination
- The contact details of local funeral homes that may have been notified of the death.

If the deceased insured person dies outside the country of residence, the family of the deceased insured person must inform the Consulate of the country of residence in the country where the deceased insured person's body is located.

SECTION V: COMMON PROVISIONS IN THE ASSISTANCE CONTRACT

1- Obligations of the Policyholder

At the time of subscription, the **Policyholder** is required, under penalty of sanctions, to declare all the circumstances that will allow an assessment of the risk to be covered. During the course of the contract, the **Policyholder** must declare any increases in risk to **VYV International Assistance** by means of registered letters.

This declaration must be made:

- Prior to the increase if it is caused by the **Policyholder**
- Within eight (8) days from the moment when the **Policyholder** becomes aware of the increase when it is not caused by him/her.

The application to become a party to the contract associated with this document is made by means of an individual application form that is filled out, dated, and signed by the insurance candidate. This individual application form indicates the identity, the facts necessary to determine the cover and calculate the premium, and the **Policyholder's** consent to the insurance. The insurance candidate acknowledges having read this information booklet.

VYV International Assistance reserves the right to make its acceptance subject to the provision of any additional information that it may deem necessary.

The benefits must be the same for the **Policyholder** and his/her partner and all the beneficiaries enjoying the benefits of the contract associated with this information booklet, where applicable.

When the **Policyholder** or a beneficiary wish to become a party to the contract associated with this information booklet, the **Policyholder** must pay the first payment amount in advance. In the event of a request for renunciation, the premium will be fully refunded.

A policy certificate (special terms and conditions) is provided as proof that an individual is covered by insurance; the certificate states, among other things:

- an identification number,
- the effective date of the policy,
- the last name(s) and first name(s) of the **Policyholder** and those of the beneficiaries, if applicable,
- the coverage zone,
- the nature of the benefits subscribed to and the corresponding premium,
- any special provisions.

The policy takes effect on the date indicated on the policy certificate (special terms and conditions). It is provided for a period of one year and is renewed annually by tacit agreement, unless it is terminated in accordance with the cases and terms of Article 10.2 of these general terms and conditions.

The main date of expiry for the policy is 1 January of each year.

2- Obligation of VYV International Assistance

VYV International Assistance undertakes to provide the services set out in this contract in the best way and in accordance with the best practices, and undertakes to use competent and qualified human resources and effective material resources.

3- Obligation of the subscriber

The **Subscriber** undertakes to pay the premium within the agreed periods to **VYV International Assistance**. The **Subscriber** will be required to notify each individual of the effective date and duration of the policy and its benefits.

4- Misrepresentations

INDEPENDENTLY OF THE ORDINARY CAUSES OF NULLITY, ANY RETICENCE OR INTENTIONAL MISREPRESENTATION ON THE PART OF THE POLICYHOLDER SHALL LEAD TO THE NULLITY OF THE CONTRACT (ART. L.221-14 OF THE MUTUAL SOCIETIES CODE), WHEN THIS RETICENCE OR MISREPRESENTATION CHANGES THE OBJECT OF THE RISK OR REDUCES THE RISK FROM THE POINT OF VIEW OF RMA, EVEN IF THE RISK OMITTED OR MISREPRESENTED BY THE POLICYHOLDER WAS WITHOUT INFLUENCE ON THE REALISATION OF THE RISK.

ANY RETICENCE OR INTENTIONAL MISREPRESENTATION ON THE PART OF THE POLICYHOLDER SHALL RESULT IN THE APPLICATION OF THE SANCTIONS SET OUT IN ART. L.221-14 OF THE MUTUAL SOCIETIES CODE: THE PREMIUMS PAID SHALL REMAIN ACQUIRED BY RMA, WHICH SHALL BE ENTITLED, BY WAY OF INDEMNITY, TO THE PAYMENT OF ALL PREMIUMS DUE; THE POLICYHOLDER SHALL REIMBURSE THE INDEMNITIES PAID OUT AFTER INCIDENTS THAT AFFECTED HIS CONTRACT.

FOR OPTIONAL INDIVIDUAL AND COLLECTIVE OPERATIONS, THE OMISSION OR INACCURATE DECLARATION ON THE PART OF A POLICYHOLDER WHOSE BAD FAITH HAS NOT BEEN ESTABLISHED SHALL NOT ENTAIL THE NULLITY OF THE COVER PROVIDED FOR IN THE POLICY FORM OR IN THE COLLECTIVE CONTRACT (ART. L.221-5 OF THE MUTUAL SOCIETIES CODE).

IF AN UNINTENTIONAL MISREPRESENTATION OR OMISSION IS DISCOVERED PRIOR TO ANY INCIDENT, RMA SHALL BE ENTITLED TO CONTINUE THE POLICY WITH A PREMIUM INCREASE THAT SHALL HAVE TO BE ACCEPTED BY THE POLICYHOLDER. IN THE ABSENCE OF AGREEMENT BY THE LATTER, THE POLICY FORM OR THE CONTRACT SHALL TERMINATE TEN (10) DAYS AFTER A NOTIFICATION IS SENT TO THE POLICYHOLDER BY REGISTERED LETTER. RMA SHALL REFUND THE PORTION OF THE PREMIUM PAID FOR THE TIME FOR WHICH THE COVER SHALL NO LONGER BE VALID (ART. L.221-15 OF THE MUTUAL SOCIETIES CODE).

IF AN UNINTENTIONAL MISREPRESENTATION OR OMISSION IS DISCOVERED ONLY AFTER THE RISK HAS BEEN REALISED, THE BENEFITS SHALL BE REDUCED IN THE SAME PROPORTION AS THE RATIO BETWEEN THE PREMIUM

AMOUNT PAID AND THE PREMIUM AMOUNT THAT SHOULD HAVE BEEN PAID IF THE POLICYHOLDER'S DECLARATION HAD BEEN TRUE (ART. L.211-15 OF THE MUTUAL SOCIETIES CODE).

5 - Limitation clause

VYV International Assistance shall not be bound by any insurance cover, claim settlement, or provision of benefits under these provisions if such cover, settlement, or benefits would expose it to any sanctions, prohibitions, or restrictions under the United Nations' economic or trade sanctions resolutions, or under the laws and regulations of the European Union, the United States of America, or any other jurisdiction.

6 - Supervisory body

RMA's supervisory body is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) 4 place de Budapest – 75436 Paris Cedex 09 – France.

7- Termination of the contract

In addition to the case provided for in point 8 of section I (General terms of the assistance contract), this contract is terminated or may be terminated by operation of law, in the event of the withdrawal of the Insurer's approval or in the following cases:

By the Insurer on the main expiry date

- On the main expiry date and then on each annual expiry date, subject to at least 2 months' advance notice by the Insurer
- In case of non-payment of premiums
- In case of increased risk
- After an Incident, the Insurer shall have the option of terminating the contract, under the conditions set out in the Special Terms and Conditions; in this case, the **Subscriber**, in his/her/its capacity as the **Policyholder's** proxy, shall then have the right to terminate the other contracts taken out with the Insurer within one month of receiving the notification that the policy affected by the incident has been terminated.
- In the event of an omission or misstatement in the risk statement
- In the event of the **Subscriber** being liquidated or being placed under judicial review.

By the **Subscriber** on the main expiry date

- On the main expiry date and then on each annual expiry date, subject to at least 2 months' advance notice by the Subscriber
- In the event of the disappearance of aggravating circumstances mentioned in the contract, if the Insurer refuses to reduce the premium accordingly
- In the event of the termination by the Insurer of another contract of the **Subscriber** after an Incident,
- In the event of an increase in the premium rate. If the Insurer modifies the premium rate applicable to the risks covered by this contract, the premium is modified in the same proportion on the annual expiry date following this modification; the **Subscriber** will then have the right to terminate the contract or the cover within fifteen days following the date on which he/she/it became aware of this increase. This termination will take effect one month after the Insurer is notified by registered letter, or after a declaration is made against a receipt. The **Subscriber** will then be liable for a fraction of the premium calculated on the basis of the previous premium, in proportion to the time elapsed between the last expiry date and the effective date of the termination.

Apart from the annual expiry date, in the event of termination of activity or non-renewal of its management card. The termination will take effect at the end of the ongoing cover period.

8- Terms of termination

When the **Subscriber** and/or the **Policyholder** and/or the heir have the option of requesting the termination of the contract, they may do so by means of a registered letter sent to the address indicated in the Special Terms and Conditions.

Termination by the Insurer must be notified by means of a registered letter sent to the **Subscriber** at his/her/its last known address, or by an extrajudicial act. The notice period starts from the date appearing on the postmark, regardless of whether the termination is initiated by the **Subscriber** or the Insurer.

In the event of the termination of this contract, the **Subscriber** shall refrain from registering a policy after the effective date of termination.

9- Subrogation

VYV International Assistance is automatically subrogated to a beneficiary of benefits who is a victim of an accident in its actions against the third party at fault, whether the third party's responsibility is full or shared. This subrogation is exercised within the limit of the expenses that **VYV International Assistance** has incurred, up to the amount of the share of the indemnity charged to the third party, who shall repair the damage to the physical integrity of the victim. The part of the indemnity that is of a personal nature, corresponding to the physical or moral suffering endured by the victim, aesthetic damage, and loss of amenity, is excluded, unless the benefit paid out by **VYV International Assistance** compensates for these kinds of damage.

Likewise, in the event of an accident followed by death, the part of the indemnity corresponding to the moral suffering of the beneficiaries shall remain vested in them, subject to the same proviso. If the Recipient of the benefits has been directly compensated by the third party, the repayment of the benefits paid out by **VYV International Assistance** is mandatory.

The Recipient of benefits who, through negligence or voluntary relinquishment, makes recovery impossible, shall be obligated to reimburse the benefits received.

10- Statute of limitations

All actions deriving from this contract shall lapse after two years from the event giving rise to them. However, this period shall start:

- In the event of any concealment, omission, false or inaccurate statement about the risk involved by the participating policyholder, only from the day on which **VYV International Assistance** became aware of this state of affairs;
- In the event of the realisation of the risk, only from the day when the interested parties became aware of it, if they can prove that they had been unaware of it until then.

When the action of the participant, recipient, or beneficiary against **VYV International Assistance** is based on the recourse of a third party, the statute of limitations starts only from the day on which the third party initiates legal proceedings against the **Policyholder** or beneficiary, or gets compensated by the **Policyholder** or beneficiary.

Pursuant to Article L.221-12 of the Mutual Societies Code, the statute of limitations is interrupted by one of the ordinary causes of interruption of the statute of limitations (i.e. in particular, legal action and recognition of the **Policyholder's** rights by **VYV International Assistance**), and by the appointment of experts following the realisation of a risk. The interruption of the statute of limitations of the action may, in addition, result from the sending of a registered letter with acknowledgement of receipt addressed by **VYV International Assistance** to the Policyholder, with regard to the payment of the premium, and by the Policyholder, the recipient, or beneficiary to **VYV International Assistance**, with regard to the payment of the indemnity.

The statute of limitations is extended to ten years where, in operations involving human life, the beneficiary is not the participating member (Policyholder) and in operations involving accidents affecting persons, where the beneficiaries are the rightful claimants of the deceased participating member.

The statute of limitations may be interrupted by the ordinary causes of interruption of the statute of limitations set out in Articles 2240 et seq. of the French Civil Code:

- The recognition by the debtor of the right of the person against whom he/she/it was bringing a claim (Article 2240 of the French Civil Code),
- Legal action (Arts. 2241-2243 of the French Civil Code),
- A precautionary measure taken pursuant to the French Code of Civil Enforcement Proceedings or an act of forced enforcement (Art. 2244 of the French Civil Code),
- The appeal made to one of the joint and several debtors by a legal claim or by an act of forced enforcement or the recognition by the debtor of the right of the person against whom he/she/it was bringing a claim (Article 2245 of the French Civil Code),
- The appeal made to the principal debtor or his/her/its recognition in case of a statute of limitations applicable to guarantees (Article 2246 of the French Civil Code).

11- Suspension

This contract shall be suspended or may be suspended in the following cases:

- Suspension by agreement of the parties
- Suspension at the initiative of the insurer
- In the event of non-payment of a premium or fraction of a premium

12- Protection of personal data

In accordance with Regulation (EU) 2016/679 of 27 April 2016 regarding the protection of individuals with regard to the processing of personal data and the free movement of such data (known as the General Data Protection Regulation), in the context of the management of the insurance contract, the **Policyholder's** personal data may be transferred to **VVY International Assistance**, its delegates, service providers, sub-contractors, or reinsurers. Policyholders are informed that processing operations concerning them and their potential beneficiaries are carried out in the context of the conclusion, management, and execution of this insurance contract, as well as for its commercial management. They may also be used in the context of control operations, the fight against fraud and money laundering and the financing of terrorism, the search for unpaid beneficiaries of death-related contracts, and the execution of legal and regulatory provisions, in application of this contract.

The data collected are essential for the implementation of this processing and are intended for the relevant divisions of **VVY International Assistance** and, where appropriate, its sub-contractors, service providers, or partners. **VVY International Assistance** is responsible for ensuring that these data are accurate, complete and, where necessary, up to date. The data collected will be kept throughout the duration of the contractual relationship plus the legal statute of limitations, or in compliance with the duration allowed by the National Commission for Information Technology and Freedom (CNIL).

These personal data may be transferred to service providers or sub-contractors established in countries outside the European Union. Such transfers can only concern countries recognised by the European Commission as having an adequate level of protection for personal data, or recipients offering appropriate guarantees.

Policyholders and/or beneficiaries have the right to access, rectify or delete, and limit the processing of their data, the right of portability and to oppose processing, as well as the right to set guidelines as to what is to be done with their data after their death. They can exercise their rights by contacting the VVY IA Data Protection Officer: 3 Passage de la Corvette – 17000 La Rochelle - France or contact@vyv-ia.com. When exercising their rights, the

production of an identity document may be requested. In the event of a long-standing dispute, they have the right to refer the matter to the CNIL at www.cnil.fr or at 3, place de Fontenoy – TSA 80715 – 75334 Paris cedex 7, France.

The **Subscriber**/insured person expressly authorises **VYV International Assistance** to use his/her/its contact details for commercial prospecting purposes with a view to offering other assistance services. He/she/it may object, via mail, to receiving commercial solicitations.

13- In case of complaints

If you have any difficulties or complaints, please contact your customer advisor: he/she is your privileged point of contact and can provide you with any necessary clarifications.

In the event of a disagreement or no response, you can contact the Customer Relations Department at the following address:

Assurances Sans Frontières
500 bd lord brougham,
Domaine de la croix des gardes,
06400 Cannes

ASSURANCES SANS FRONTIÈRES undertakes to acknowledge receipt of the complaint within 2 days and to provide you with additional information within 10 working days, except in exceptional cases.

If you are not satisfied with the response you receive, you may contact VYV International Assistance by writing to the following address:

VYV International Assistance / Assurances Sans Frontières
Assistance in the event of death - repatriation to the country of origin
3 Passage de la corvette
17 000 La Rochelle - France

As a last resort, you may refer the matter to the Ombudsman of the French Federation of Insurance Companies (FFSA), whose contact details are: La Médiation de l'Assurance, TSA 50 110, 75 441 Paris cedex 09 <http://www.mediation-assurance.org>

SECTION VI: PREMIUMS

1- Amount of premiums

The amounts of the annual premiums, in euro, including all taxes, are set on the basis of the zone of coverage, the age, and the family situation of the Policyholder. The premium amount is indicated on the policy certificate (special terms and conditions) issued by ASF.

Over 70 years of age: only for renewals from the 71st birthday of an insured person, and in the context of a takeover of previous policyholders upon presentation of the assistance statement from the previous insurer.

This amount will be revised at the time of the annual renewal, effective on 1 January. Consequently, the new premium amounts shall take effect on 1 January for **Policyholders** and their Beneficiaries, if any, and not on the anniversary date of obtaining their policy. If a new insured person is added, the premium in force is increased by the amount of the respective premium at the time the cover takes effect, and will be specified on the new policy certificate.

2- Methods of payment of premiums by the Policyholder

Premiums are to be paid by the **Policyholder** in euro (€) annually and in advance to the **Subscriber**, via ASF, in accordance with the terms and conditions defined by the latter.

In the event of termination, the amount of the premium is calculated pro rata temporis for the period between the policy effective date and the effective date of termination.

3- Review and annual indexation of premiums

The premium rates may be modified periodically at each annual expiry date according to demographic changes, in the event of changes in legislative and regulatory provisions, and the results of the contract.

When a new rate scheme is established by **VYV International Assistance**, it must be notified to ASF three (3) months before the scheduled renewal date.

ASF is required to inform the **Policyholder** at least two (2) months before it comes into force.

In the event of a disagreement, the **Policyholder** may request the termination of his/her policy certificate by means of a registered letter within one (1) month of receiving the notification from ASF. The termination will take effect on the first day of the month following receipt of the registered letter by **VYV International Assistance**.

4- Failure by the Policyholder to pay premiums

In the event of non-payment of the premium or a fraction of the premium, a registered letter shall be sent to the **Policyholder**, at least ten (10) days after the due date, informing him/her that, at the end of a period of forty (40) days following the dispatch of the letter, the non-payment of the premium shall entail, without further notice, the cancellation of his policy in accordance with the procedure defined in article L.221-7 of the Mutual Societies Code.