



# Insurance Notice Metal Card

Version of 04/01/2024



**This free translation from the original French wording is provided for information only. Only the French wording is binding upon the insurer.**

This Information Notice is issued within the framework of the group insurance policy No. **4091945** (hereinafter referred to as the 'Policy'):

- taken out by SOGEXIA, a payment institution whose registered office is located at 55, Avenue de la Gare, L-1611 Luxembourg and registered in Luxembourg (RCS No. B 233322), hereinafter referred to as 'Sogexia' for the benefit of the Insureds in accordance with the provisions of Articles L141-1 et seq. of the French Insurance Code, and within the limits of the conditions and amounts indicated below,
- with the insurance company AIG Europe S.A., registered in Luxembourg (RCS No. B 218806) whose registered office is located at 35 D Avenue John F. Kennedy, L-1855 Luxembourg and whose branch for France is located at Tour CBX, 1 Passerelle des reflets, 92400 Courbevoie - RCS Nanterre 838 136 463, hereinafter referred to as 'the Insurer'.

**We recommend that particular attention is paid to any provisions in bold: these in particular specify the conditions, limitations, restrictions or exclusions of cover, along with the obligations to be borne by the Insureds.**

Cover within the scope of this notice benefits the holders of metal payment cards ('Metal') issued by Sogexia and is directly linked to the validity of these cards. Note that any reporting of loss or theft of the payment card shall not discontinue the cover.

Underlined terms with their first letter capitalised are defined below.

## DEFINITIONS

**Accident/Accidental:** refers to any unintentional bodily injury on the part of the Insured resulting from the sudden action of an external cause, medically ascertained.

**Insured:** refers to a natural person, holder of the Card whose principal residence is in France, the European Union or Monaco.

**Beneficiary:**

- in the event of the Accidental death of the Insured: the Spouse, survivor of the Insured or otherwise his or her children born or to be born or otherwise his or her assigns,
- for all other cover: the Insured himself or herself.

**Insured property:** refers to any new movable property purchased with a purchase value greater than €50 including tax and financed in whole or in part with the Card, during the Period of Cover,

**Excluding:** floating or aerial craft, land motor vehicles and their interior or exterior accessories, bicycles, jewellery, watches, luxury pens and furs, cash, currency, gold bullion and coins, negotiable instruments, travellers' cheques, travel documents and tickets for shows, works of art, antiques and custom orders, perishable goods, natural plants, live animals and more widely property attached to the land or becoming an integral part of it and property becoming an integral part of any dwelling or permanent structure, property included in a subscription or service (mobile phone, computer), property purchased for resale.

**Card:** refers to the valid 'Metal' payment card issued by Sogexia, of which the Insured is the holder and to which the cover is attached.

**Partner:** refers to the person who cohabits or who has concluded a valid PACS (Civil Solidarity Pact) with the holder of the Card.

Proof of cohabitation shall be provided by a notarised certificate of cohabitation issued prior to the date of the

**Claim.**

Proof of the PACS (Civil Solidarity Pact) shall be provided by a certificate issued by the registry of the District Court established prior to the date of the Claim.

**Spouse:** refers to the spouse of the Insured, not legally separated, the Partner living under the same roof as the Insured.

**Consolidation:** refers to the date from which the medical condition of the injured or sick person is considered to be medically stabilised although there are permanent consequences.

**Accidental damage:** refers to any total or partial destruction of an Insured Property, resulting from a sudden, unforeseeable and external event.

**Force majeure:** refers to any unforeseeable, uncontrollable and external event which renders the Policy impossible to execute, as usually recognised by the case-law in French courts and tribunals.

**Relative deductible:**

- i. refers to a theoretical disability rate reported in the Schedule of Cover in this Notice (Section II, Article 1) above which the Insured is entitled to indemnity under the 'Accidental Permanent Disability' cover. The Insurer will not indemnify any Permanent Disability whose rate is less than or equal to this rate.
- ii. number of hours of Hospitalisation reported in the Schedule of Cover of this Notice (Section II Article 1), above which the Insured is entitled to indemnity under the 'Hospitalisation' Cover. The Insurer will not compensate any Hospitalisation whose duration is less than or equal to this number of hours.

**Hospital/Hospitalisation:** refers to an establishment legally constituted and recognised as an establishment intended for the care and treatment of sick or injured persons as patients hospitalised on a fee-paying basis and which:

- has facilities for diagnostic and surgical procedures, and
- provides 24-hour nursing services provided by state-registered nurses
- is under the supervision of a team of Doctors

**The following are not considered a hospital: a nursing home, a rest home, a convalescent home, a secure care facility, a home for the elderly, a mental or behavioural health facility, a sanatorium or a treatment centre for alcoholics or drug addicts, even if located in the same place.**

**Permanent disability:** refers to the permanent reduction of physical or mental capacity, total or partial, which is assessed after Consolidation according to a disability scale, regardless of any occupational impact.

**Doctor:** refers to a doctor who has a degree from a recognised medical school, which is listed in the directory of medical schools published by the World Health Organisation, who is approved by the competent medical authorities of the country in which the treatment is provided, and who practises their profession under the licence issued to them and the degree they have obtained.

**Period of Cover:** period during which the Insured is covered by the Policy, that is to say the period between the effective date of the Card and, after possible renewals, its date of termination or expiry.

**Claim:** event likely to invoke one or more covers provided for in the Policy.

**Territoriality:** the covers under the Policy are acquired **WORLDWIDE**,

**With the exception of any Claim occurring in the following countries: Belarus, Cuba, Iran, Donetsk People's Republic (DNR), Luhansk People's Republic (LNR), Russia, North Korea, Syria, Ukraine or the Crimea region.**

**Third party:** any person other than the Insured, his or her Spouse, his or her ascendants or descendants or

employees.

**Theft:** Fraudulent misappropriation of someone else's property committed by a Third Party.

**Theft with assault:** Theft with physical violence or threat to the Insured.

**Theft with unlawful entry:** Theft carried out by forcing, degrading or destroying the external closing device, activated at the time of theft of:

- a real estate or movable property
- a land motor vehicle provided that the Insured Property is not visible from the outside

## SECTION I: 'Fraudulent use' and 'Purchase' Cover

### TERMS OF ACCESS

UNLESS OTHERWISE STIPULATED, COVER BENEFITS MAY ONLY APPLY IF THE INSURED SERVICE OR INSURED PROPERTY, HAS BEEN PAID, WHETHER ENTIRELY OR IN PART, BY MEANS OF THE CARD BEFORE THE OCCURRENCE OF THE CLAIM AND DURING THE PERIOD OF COVER.

### Article 1 - COVER

#### 1.1 'Fraudulent use' Cover in case of theft or loss of the Card

**Purpose of the Cover:** reimbursement to the Insured of the pecuniary damage suffered in the event of a fraudulent payment or withdrawal made by a Third Party using the lost or stolen Card, **insofar as these fraudulent transactions occur during the Period of Cover and between the time of loss or Theft of the Card and receipt, by SOGEXIA, of confirmation of objection regarding the lost or stolen Card.**

**Maximum amount of cover:** withdrawal and/or payment Card: **€3,000 per Insured** and per calendar year.

#### 1.2 'Purchase' cover

**Purpose of the cover:** reimbursement to the Insured:

- In the event of Theft with unlawful entry or Theft with assault of the Insured Property, the purchase price including tax
- In the event of Accidental Damage caused to Insured Property, the costs of repairing this property including all taxes or its purchase price including all taxes if repairing costs are greater than the purchase price of the Insured Property or if it is not possible to repair it,

Insofar as the Theft with unlawful entry or Theft with assault or Accidental Damage occurs within 30 days after the purchase or delivery of the Insured Property with the Card.

**Maximum amount of cover:** **€1,500 per Insured** and per calendar year.

### Article 2 – EXCLUSIONS

THE FOLLOWING ARE EXCLUDED UNDER ALL COVERS DETAILED IN ARTICLE 1 ABOVE:

- i. CLAIMS DUE TO THE WILFUL OR DECEPTIVE MISCONDUCT OF THE INSUREDS, THEIR SPOUSE, THEIR ASCENDANTS, THEIR DESCENDANTS OR THEIR EMPLOYEES
- ii. ANY INSURED OR BENEFICIARY APPEARING IN ANY OFFICIAL, GOVERNMENTAL OR POLICE DATABASE OF PERSONS KNOWN OR SUSPECTED TO BE TERRORISTS, DRUG OR HUMAN TRAFFICKERS, OR INVOLVED OR SUSPECTED TO BE INVOLVED IN ILLEGAL TRADE IN NUCLEAR, CHEMICAL OR BIOLOGICAL WEAPONS, TRAFFICKING IN HUMAN BEINGS OR PIRACY, CYBERCRIME, ORGANIZED CRIME OR VIOLATION OF HUMAN RIGHTS

THE FOLLOWING ARE ALSO EXCLUDED FROM THE PURCHASE COVER:

- i. OWN DEFECTS, NORMAL WEAR AND TEAR, BREAKDOWN OR MANUFACTURING DEFECT OF THE INSURED PROPERTY
- ii. NON-COMPLIANCE WITH THE CONDITIONS OF USE OF THE INSURED PROPERTY RECOMMENDED BY THE MANUFACTURER OR DISTRIBUTOR OF THIS PROPERTY

### Article 3 – IN THE EVENT OF A CLAIM

Under penalty of forfeiture, the Insured must report to the Insurer as soon as they are aware or at the latest within five days from the time of becoming aware, any Claim likely to invoke the 'Fraudulent Use' or 'Purchase' Cover, by email to the following address:

declarations.programmedefidelisation@aig.com

The reporting period is reduced to 2 days in the case of Theft.

In the event of failure to comply with the deadline for reporting the Claim, and to the extent that the Insurer can establish that this delay has caused it damage, will result in the Insured losing the benefit of cover under their policy for the Claim concerned, unless it is due to a fortuitous event or Force majeure.

Any fraud, reluctance or intentional misrepresentation on the part of the Insured, intended to mislead the Insurer as to the circumstances or consequences of a Claim, results in the loss of any right to indemnity for this Claim.

It is also recalled that it is up to the Insured to prove that the conditions of the guarantee have been met.

i. Evidence to be provided to the Insurer:

The Insurer will imperatively need the following:

- **in all cases:**
  - ✓ Policy No.
  - ✓ The Insured's Bank Identification Statement
  - ✓ A written statement specifying the circumstances of the Claim, the names of any witnesses, the identity of the reporting authority if a report is sent as well as the transmission number
  - ✓ If applicable, the copy of the filing of the complaint
- **for Cover 1.1 'Fraudulent Use':**
  - ✓ the document of the electronic payment centre on which appears the amount of the transactions carried out before objection was made possibly remaining at the Insured's expense
- **for Cover 1.2 'Purchase':**
  - ✓ a document identifying the Insured Property purchased as well as their price and the date of purchase (invoice or receipt)
  - ✓ a document certifying the purchase of the Insured Property with the Card such as an invoice, account statement or Card statement
  - ✓ in the event of Accidental Damage, the quote or invoice for repair of the damaged Insured Property or the seller's certificate specifying the nature of the damage and certifying that the Insured Property is irreparable, as well as proof of the Accidental nature of the damage

ii. Actions of the Insured

In addition, under penalty of forfeiture (except in case of fortuitous event or Force Majeure) the Insured must:

- **for Cover 1.1 'Fraudulent Use':**
  - ✓ as soon as they become aware of the loss or Theft of his or her Card:

- file an objection immediately with the relevant issuers
- confirm this objection in writing as soon as possible
- in the event of Theft: lodge a complaint with the competent police authorities as soon as possible and collect, if possible, any testimony (written, dated and signed certificate of any witness, indicating his or her surname, first names, date and place of birth, address and profession)
- ✓ upon noting the debit of the transactions carried out fraudulently using his or her lost or stolen Card, file a complaint for the fraudulent use as soon as possible

➤ **for Cover 1.2 'Purchase':**

- ✓ in the case of Theft with unlawful entry or Theft with assault: lodge a complaint with the competent police authorities as soon as possible
- ✓ in the case of Theft with assault: take any testimony (written, dated and signed certificate of any witness, indicating his or her surname, first names, date and place of birth, address and profession) and/or medical certificate

And, more generally, the Insured must submit to the Insured any document requested by the latter when this is objectively and strictly necessary in order to demonstrate that the conditions of the cover have been met.

#### Article 5 – SETTLEMENT OF CLAIMS

Any indemnity paid under Cover 1.1 'Fraudulent Use' or under Cover 1.2 'Purchase' will be paid by transfer to the Insured's account, within 10 working days of receipt by the Insurer of all supporting documents.

## SECTION II: 'Personal Injury' Cover

### Article 1 - COVER

**Schedule of Cover:**

Nature of Cover	Maximum amount	Policy Territory
<b>FULL BY EVENT</b> Airborne risks Terrestrial risks	EUR 300,000 EUR 500,000	Worldwide Except for any <u>Claim</u> occurring in the following countries: Belarus, Cuba, Iran, Donetsk People's Republic (DNR), Lugansk People's Republic (LNR), North Korea, Russia, Syria, Ukraine or the Crimea region
<u><b>ACCIDENTAL DEATH</b></u>	EUR 25,000 per <u>Insured party</u>	
<u><b>ACCIDENTAL PERMANENT DISABILITY</b></u> Reducible amount in the event of <u>Permanent Partial Disability</u> according to the <u>Scale Occupational Accident</u> established in accordance with the <u>Law of 30 October 1946</u> Application of a 10% <u>Relative deductible</u>	EUR 25,000 per <u>Insured party</u>	
<u><b>HOSPITALISATION FOLLOWING AN ACCIDENT</b></u> (monthly average of expenses on the <u>Card</u> over the last 3 months preceding the <u>Claim</u> ) Application of a 72-hour <u>Relative deductible</u>	Maximum EUR 750 Maximum once a year	

These covers are only acquired if the Accident results from an insured event as specified below.

### 1.1 'Accidental Death' Cover

In the event of the death of the Insured immediately following or within a period of 2 years following an Insured Accident occurring during the Period of Cover, the Insurer will pay the Beneficiary(ies) the death amount indicated in the Schedule of Cover above.

This payment will be made as soon as the Insurer completes the investigation of the case, making it possible to establish the cause of death and the direct causal link with the Accident.

Disappearance of the Insured party:

In the event of the Insured's disappearance, if it can be presumed that the Insured died as a result of an Insured Accident at the end of a period of 365 days, unless declared by a competent authority, the relevant amount appearing in the Schedule of Cover shall be paid to the Beneficiaries. The Beneficiaries are required to sign an agreement stating that if it subsequently emerges that the Insured has not died, any indemnity received will be refunded to the Insurer.

### 1.2 'Accidental permanent disability' Cover

When an Insured is the victim of an Insured Accident occurring during the Period of Cover and it is medically established that there continues to be a partial or total Permanent Disability, the Insurer shall pay the Insure an amount calculated on the basis of the relevant amount indicated in the Schedule of Cover above multiplied by the disability rate of the Insured, determined in accordance with the disability scale indicated in the Schedule of Cover above, and with deduction, if applicable, of the Relative deductible.



The Insured may not claim any indemnity until the Permanent Disability has been recognised as definitive, that is to say before Consolidation.

However, following the first medical examination of an expert Doctor appointed by the Insurer on the basis of the scale adopted, the Insurer may pay the Insured, at his or her request, an advance equal to half the minimum indemnity that may be due to it on the day of the Consolidation.

### 1.3 'Hospitalisation' Cover

When an Insured is the victim of an Insured Accident occurring during the Period of Cover and the diagnosis involves the Insured being admitted to a Hospital as a patient, the Insurer shall pay the Insured an amount of which the maximum amount is determined in the 'Schedule of Cover'. This amount corresponds to the monthly average of the expenses incurred with the Card.

The duration of Hospitalisation must be more than 72 hours for the cover to apply.

## Article 2 - TERMS OF APPLICATION OF THE COVER

### Non-accumulation of indemnities:

No Accident may give entitlement to the cumulative payment of Accidental death and partial or total Permanent Disability. However, if, after having received indemnity resulting from the total or partial Permanent Disability following an insured Accident, the Insured dies within a period of 2 years from the date of the Accident and as a result of the same Accident, the Insurer will pay the Beneficiary the amount provided for in the event of Accidental death after deduction of the indemnity already paid for the Accidental Permanent Disability.

### Disability scale:

The rate of Permanent Disability is determined exclusively according to the 'Occupational Accident' disability scale established in accordance with the Law of 30 October 1946.

In all cases, Permanent Disabilities which are not listed in the scale mentioned above will be compensated in proportion to their seriousness compared to that of the cases listed.

If it is medically established that the Insured party is left-handed, the Permanent Disability rate provided for the right upper limb applies to the left limb and vice versa.

If several lesions or Permanent Disabilities affect the same limb or organ, the disability rate fixed may not be higher than that of the total loss of use of this limb or organ. If several limbs or organs are affected by the same Accident, the disability rates will accumulate but may not exceed 100%.

When determining the percentage of Permanent Disability, any Permanent Disability existing prior to the occurrence of the Accident will be deducted from this percentage.

### Maximum amount covered

In the event of an Insured Accident caused by the same event and resulting in the Accidental death or Accidental Permanent Disability of several Insureds, the Insurer's commitment will be limited to the maximum amount of cover presented in the Schedule of Cover above under the title, 'full per event'.

When the accumulation of Accidental Death and Permanent Disability amounts exceeds the full per event concerned, the indemnity will be reduced and paid in proportion to the number of Insureds victims and in proportion to the benefit that would be due to them in the absence of a ceiling.

**Article 3 – EXCLUSIONS**

THE FOLLOWING ARE ALWAYS EXCLUDED FROM ALL 'PERSONAL INJURY' COVERS:

- a) **CLAIMS RESULTING FROM INJURIES CAUSED DIRECTLY OR INDIRECTLY, PARTIALLY OR ENTIRELY BY:**
- ANY FORM OF DISEASE
  - ANY BACTERIAL INFECTION
  - MEDICAL OR SURGICAL PROCEDURES UNLESS THEY RESULT FROM AN **INSURED ACCIDENT**
- b) **CLAIMS CAUSED:**
- OR INTENTIONALLY BROUGHT ABOUT BY THE **INSURED**, HIS OR HER **SPOUSE**, ASCENDANTS, DESCENDANTS, EMPLOYEES OR ANY **BENEFICIARY**
  - BY THE USE OF NARCOTIC OR SIMILAR SUBSTANCES, MEDICINAL PRODUCTS OR TREATMENTS NOT PRESCRIBED BY AN AUTHORISED MEDICAL AUTHORITY
  - BY THE ALCOHOLIC STATE OF THE **INSURED** CHARACTERISED BY THE PRESENCE IN THE BLOOD OF A LEVEL OF PURE ALCOHOL EQUAL TO OR HIGHER THAN THAT FIXED BY THE LAW GOVERNING MOTOR TRAFFIC
- c) **CLAIMS RESULTING FROM:**
- CHRONIC OR ACUTE ALCOHOLISM OF THE **INSURED**
  - SUICIDE OR ATTEMPTED SUICIDE OF THE **INSURED**
  - ANY NEUROPSYCHIC, PSYCHOLOGICAL OR PSYCHOSOMATIC DISORDER
  - A DEPRESSIVE STATE OR ANY MANIFESTATION JUSTIFYING TREATMENT FOR NEUROPSYCHIATRIC PURPOSES
  - THE REFUSAL OF THE **INSURED** TO TREAT THEMSELVES OR TO UNDERGO MEDICAL TREATMENT
  - ANY DAMAGE TO THE SPINE AND ITS CONSEQUENCES
  - ACTIVE PARTICIPATION BY THE **INSURED** IN STRIKES, RIOTS, SOCIAL MOVEMENTS, BRAWLS, ACTS OF TERRORISM OR SABOTAGE, FOREIGN WAR OR CIVIL WAR, ENGAGING IN AN ALTERCATION, AN INFRACTION OR A CRIMINAL ACT, OR RESULTING FROM ACTIONS TAKEN BY THE **INSURED** FOLLOWING BETS
  - THE **INSURED** FLYING ANY AIRCRAFT OR HIS OR HER PRESENCE AS A PASSENGER IN ANY AIRCRAFT EXCLUDING AIRLINERS
  - THE DIRECT OR INDIRECT EFFECTS OF RADIOACTIVITY
  - ANY CONTACT OR CONTAMINATION WITH NUCLEAR, CHEMICAL OR BIOLOGICAL SUBSTANCES
  - AN EPILEPTIC OR DELIRIUM TREMENS SEIZURE, MENINGEAL HAEMORRHAGE
  - THE PRACTICE OF A SPORT IN A PROFESSIONAL CAPACITY BOTH DURING OFFICIAL AND INFORMAL COMPETITIONS AND DURING TRAINING SESSIONS
  - THE PARTICIPATION OF THE **INSURED** IN SPORTS KNOWN TO BE DANGEROUS: SKYDIVING, HORSEBACK RIDING, SKI JUMPING, MOUNTAINEERING, ROCK CLIMBING, SPELEOLOGY, BUNGEE JUMPING, SCUBA DIVING
  - THE USE OF A 2 OR 3-WHEEL MOTOR LAND VEHICLE WITH A CYLINDER CAPACITY GREATER THAN 125 CM<sup>3</sup> AND ANY RECORD ATTEMPTS
  - JOURNEYS MADE ON BOARD AIRCRAFT HIRED BY THE **INSURED**, WHETHER FOR PRIVATE OR PROFESSIONAL PURPOSES
  - PARTICIPATION IN A MILITARY PERIOD OR IN MILITARY OPERATIONS, AS WELL AS IN COMPLETION OF NATIONAL SERVICE
  - PARTICIPATION IN COMPETITIONS INVOLVING THE USE OF MOTOR VEHICLES AND IN THEIR PREPARATORY TESTS (EXCLUDING CATEGORY 2 TOURIST RALLIES)

**Article 4 – IN THE EVENT OF A CLAIM**

Under penalty of forfeiture, the Insured or the Beneficiary must report as soon as he or she becomes aware and at the latest within 15 working days of becoming aware to the Insurer, any Claim likely to invoke the Policy cover, to the following address:

**AIG EUROPE SA**  
**Tour CBX Département Indemnisations – Assurance de Personnes**  
**1 Passerelle des reflets**  
**92400 COURBEVOIE**

Failure to comply with the deadline for reporting the Claim, and to the extent that the Insurer can establish that this delay has caused it damage, will result in the Insured losing the benefit of cover under their policy for the Claim concerned, unless it is due to a fortuitous event or Force majeure.

**Evidence to be provided to the Insurer:**

- **In all cases, the Insurer will imperatively need the following:**
  - ✓ Policy No.
  - ✓ A written statement specifying the circumstances of the Accident, the names of any witnesses, the identity of the reporting authority if a report is sent as well as the transmission number
  - ✓ The initial medical certificate describing the nature of the injuries, bearing a precise diagnosis and specifying the date of the Accident or the generating event
  - ✓ In the event of a traffic Accident, specify whether the Insured party was the driver or passenger of the vehicle
  - ✓ A Bank Identification Statement of the Insured or the Beneficiary(ies)
  
- **In addition, the Insurer will need the following documents depending on the cover invoked:**
  - ✓ **for Cover 1.1 'Accidental Death':**
    - In the event of disappearance giving rise to the right to payment of Accidental death benefit, the declaration of the competent authorities, or the proof of the event which may lead to the presumption of the disappearance of the Insured, and the probability of death resulting therefrom
    - A medical certificate attesting to the natural or accidental cause of death
    - Legal documents establishing the status of the Beneficiary(ies) (deed of estate of the deceased) and the name and address of the notary in charge of the estate
  - ✓ **for Cover 1.2 'Accidental permanent disability'**
    - A medical certificate indicating Consolidation allowing the Insurer to appoint the medical expertise that will fix the rate of Permanent Disability
  - ✓ **for Cover 1.3 'Hospitalisation'**
    - the Hospitalisation report
    - the last 3 monthly statements of the bank account associated with the Card

**And, more generally, any document requested by the Insurer when this is objectively and strictly necessary in order to demonstrate that the conditions of the cover have been met.**

## Article 5 – SETTLEMENT OF CLAIMS

- **Assessment of claims:**

The Insured or the Beneficiary undertakes to provide the Insurer with all the documents enabling it to assess whether the Claim declared falls within the scope of the cover requested. In the event that the Insured or the Beneficiary refuses without valid reason to communicate these documents or to submit to a medical examination by an expert Doctor appointed by the Insurer and if after notice given 48 hours in advance by registered letter, they persist in their refusal, the Insured or the Beneficiary will be deprived of any right to indemnity.

If additional medical documentation or any other supporting document proves necessary, the Insured or the Beneficiary will be personally notified by mail.

➤ **Aggravation independent of accidental or medical event:**

If the consequences of an Accident are aggravated by the constitutional state, the existence of a previous disability, empirical treatment, or the refusal or negligence on the part of the Insured to submit to the medical care required by his or her condition, rather than being calculated on the actual consequences of the case, indemnity will be calculated on those they would have occurred in a normal health subject subjected to rational and appropriate medical treatment.

➤ **Expertise:**

In the event of a disagreement between the parties, each of them shall appoint an expert. If the experts so appointed fail to agree, a third-party expert is appointed by the President of the competent Court where the Insured is domiciled. Such appointment shall take place at the request of the most diligent party, no earlier than 15 days after the other party sends a registered and recorded delivery letter.

Each party shall pay the costs and fees of their own expert and, if applicable, half of the fees of the third expert as well as the costs of their appointment.

No action may be brought against the Insurer until the third-party expert has settled the dispute.

➤ **Settlement period:**

Indemnity shall be payable without interest within 15 days of its being fixed, except for the 'Hospitalisation' cover, the lump sum of which will only be paid on expiry of a maximum period of three months after leaving the Hospital, subject to the provision of all supporting documents.

**Payment of the indemnity is final and releases the Insurer from any subsequent recourse relating to the Claim or its aftermath.**

## SECTION III: COMMON PROVISIONS

### Article 1 – COMPLAINTS

In case of dissatisfaction with the handling of his or her Claim the Insured or the Beneficiary may contact the Insurer by contacting their usual contact person or the “Customer service” at the following address:

AIG - Tour CBX 1 Passerelle des reflets 92400 Courbevoie

The complainant must quote the policy number appearing at beginning of this notice as well as the Card number and the subject matter of their complaint.

The Insurer undertakes to acknowledge receipt of the complaint within 5 (five) working days and to provide a response at the latest within 30 (thirty) days following its date of receipt (except in special circumstances of which the Insured or the Beneficiary will then be informed).

When the complainant is a natural person acting for non-professional purposes and the disagreement persists after the response provided by the French branch of the Insurer, they may refer the matter to the French Insurance Mediator to the following address: La Médiation de l'Assurance, TSA 50110, 75441 Paris Cedex 09, or by email to [le.mediateur@mediation-assurance.org](mailto:le.mediateur@mediation-assurance.org), or online on the website : [www.mediation-assurance.org](http://www.mediation-assurance.org).

As AIG Europe SA is a Luxembourg based insurance company, the natural person concerned may also, if the disagreement persists after the response provided by the Insurer's French branch or in the absence of a response after a period of 90 days:

1. raise the claim at the Insurer's registered office, either by writing to AIG Europe SA « Service Réclamation Niveau Direction », 35D avenue John F. Kennedy, L-1855 Luxembourg, or by email to the following address: [aigeurope.luxcomplaints@aig.com](mailto:aigeurope.luxcomplaints@aig.com);
2. refer to one of the Luxembourg mediation bodies whose contact details appear on the website of the Insurer's head office at the following address <https://aig.lu>; or
3. submit an out of court settlement request to the Commissariat aux Assurances (CAA) in Luxembourg, either by post to the address of the CAA, 7 boulevard Joseph II, L- 1840 Luxembourg, by fax to the CAA on +352 22 69 10, by email to [reclamation@caa.lu](mailto:reclamation@caa.lu) or online on the CAA website <https://www.caa.lu>.

None of the amicable remedies referred to above shall prejudice the right of the data subject to pursue legal proceedings.

The Insurer's customer satisfaction policy is available on its website at the following address: <http://www.aig.com>.

### Article 2 – LIMITATION PERIOD

In accordance with the provisions of Articles L114-1 et seq. of the French Insurance Code, all legal actions arising from an insurance contract shall be barred two years as from the event that gave rise thereto. By way of exception, all actions arising from an insurance contract relating to damage resulting from land movements due to soil drought-hydration, recognised as a natural disaster under the conditions set out in Article L. 125-1 of the French Insurance Code, are time-barred by five years from the event that gave rise to them.

However, this limitation period shall not run:

- in the event of non-disclosure, omission, fraudulent representation or misrepresentation of the risk incurred on the day that the Insurer was aware of it
- in case of a Claim, on the day that the concerned parties were made aware, if they prove that they were unaware until then

If the Insured is taking action against the Insurer due to recourse by a third party, the limitation time period

will only begin from the day that the third party initiated the lawsuit against the Insured or was compensated by them.

The limitation period shall be extended to ten years for insurance policies covering personal injury, when the Beneficiaries are the beneficiaries of the deceased Insured party.

The limitation period shall be interrupted:

- by one of the ordinary causes of interruption of limitation, namely:
  - any legal action, including summary proceedings, any required order, protective seizure or action given to the party that one wishes to prevent from exceeding the given time period in accordance with Articles 2241 to 2244 of the French Civil Code
  - any unequivocal recognition by the Insurer of the Insured's rights, or any of the Insured's debt to the Insurer in accordance with Article 2240 of the French Civil Code
  - any legal request or enforcement action against a joint debtor, any recognition by the Insurer of the Insured's right or any acknowledgement of debt of one of the joint debtors, which interrupts the limitation regarding all debtors and their successors, pursuant to Article 2245 of the French Civil Code
- as well as in the following cases provided for by Article L114-2 of the French Insurance Code:
  - any expert designation following a Claim
  - any sending of a registered letter or electronic registered letter with acknowledgement of receipt by:
    - the Insurer to Sogexia for non-payment of the contribution
    - the Insured to the Insurer to pay indemnity

Notwithstanding Article 2254 of the French Civil Code, and in accordance with Article L114-3 of the Insurance Code, the parties to the insurance contract cannot, even by mutual agreement, modify the duration of the limitation period, or add to the causes for its suspension or interruption.

### Article 3 – PROTECTION OF PERSONAL DATA

As data controller under the European Regulation 2016/679 on the protection of personal data, the Insurer undertakes to protect the personal data of its customers, insured parties and partners in accordance with the aforementioned regulation. The personal data collected by the Insurer are collected for the purposes of allowing (whether automated or not) the subscription as well as the management of insurance policies and claims. The Insurer may also use the personal data collected in the context of crime prevention (in particular in the fight against fraud and money laundering). The Insurer may disclose personal data to companies in its group, service providers and other third parties for the same purposes. Personal data may be transferred abroad, including to countries outside the European Economic Area. These transfers are framed by appropriate guarantees, including contractual guarantees, in accordance with the applicable European regulations. Data subjects have certain rights relating to their personal data and in particular the rights of access, rectification, limitation of use, opposition, erasure or portability. Further information on the use of personal data by the Insurer and on the rights of data subjects is available at <http://www.aigassurance.fr/protection-des-data-personnelles>.

Any data subject may exercise their rights by writing to: AIG Service Conformité, Tour CBX – 1 Passerelle des Reflets - 92040 Paris La Défense Cedex or by email to [donneespersonnelles.fr@aig.com](mailto:donneespersonnelles.fr@aig.com). A copy of the Insurer's Personal Data Protection Policy may be obtained by writing as indicated above. They may also oppose, by personal letter sent as shown above, that their personal data is used for marketing purposes.

### Article 4 – LANGUAGE USED/APPLICABLE LAW/COMPETENT JURISDICTION

This Information Notice is in French and is subject to French law. Any translations are for informational purposes only.

In the event of a dispute, the Insured or the Beneficiary may bring the Insurer before the competent court within the jurisdiction of the Court of Appeal of Versailles or the competent court of the place of their domicile.

**Article 5 - SUPERVISORY AUTHORITY**

AIG Europe SA is approved by the Luxembourg Ministry of Finance and supervised by the Commissariat aux Assurances, 7, Boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu>. The annual report on the solvency and financial situation of AIG Europe SA is available at <http://www.aig.lu>.

The marketing of insurance contracts in France by the French branch of AIG Europe SA is subject to the applicable French regulations, under the supervision of the Prudential Supervisory and Resolution Authority, 4 place de Budapest, CS 92459, 75436 Paris Cedex 09. <https://acpr.banque-france.fr/>.

Sogexia is supervised by the CSSF (Financial Sector Supervisory Commission), 283, route d'Arlon L-1150 Luxembourg, Luxembourg. <https://www.cssf.lu/>.

**Article 6 – INTERNATIONAL SANCTIONS**

In accordance with Article 6 of the French Civil Code, no cover under this Policy applies if insurance of the covered object runs counter to public policy, or when a ban on providing a policy or insurance services has been enforced against the Insurer due to a sanction, restriction, prohibition or embargo set out in the laws or regulations of the United States of America or any State or in any decision handed down by the United Nations, the European Union or the United States of America.

**Article 7 – INFORMATION – AMENDMENTS TO THE POLICY**

Pursuant to Article L.141-4 of the French Insurance Code, Sogexia has the obligation to send the holder of the Card this Information Notice at the same time as sending the Card.

Any changes made to the Information Notice by the Insurer or Sogexia are binding on the Insureds and the Beneficiaries, with the obligation for Sogexia to inform the Card holders, by any means at its convenience, at least three months before the date of entry into force of the changes.

**Article 8 – END OF COVER**

The termination of the Policy by the Insurer or Sogexia for any reason whatsoever is enforceable against the Insureds and the Beneficiaries and terminates all cover.

Notwithstanding the foregoing, the Insurer undertakes:

- a) to maintain the 'purchase' cover for all Claims regardless of their date of occurrence, provided that the Insured Property was purchased using the Card before the effective termination date of the Policy
- b) to manage all Claims reported under other cover, provided that they occurred before the effective termination date of the Policy

Failure to pay the Card's monthly fees as described in the terms and conditions applicable to Sogexia accounts, the expiry without replacement of the Card or the withdrawal of the Card by Sogexia terminates all cover for the holder of said Card and the persons who can benefit from the cover attached to the expired or withdrawn Card.

Notwithstanding the foregoing, the Insurer undertakes:

- a) to maintain the 'purchase' cover for all Claims, regardless of their date of occurrence, provided that the Insured Property was purchased before the date of expiry or withdrawal of the Card
- b) to manage all Claims reported under other cover if they occurred before the date of expiry or withdrawal of the Card