

# Important information

Effective from  
1<sup>st</sup> July 2014

## Change of legal entity

We are pleased to confirm the merger between Allianz Worldwide Care Limited and Allianz France International (specifically the international divisions of Allianz Vie SA and Allianz IARD SA). The decision to merge was due to the similarities of these businesses. We can now offer more to our clients in terms of combined market experience and expertise. The new legal entity is called Allianz Worldwide Care SA.

Further to this merger, please note the following important points:

### Regulation

Prior to the merger, Allianz Worldwide Care Limited was registered in Ireland and regulated by the Central Bank of Ireland. Following the merger, Allianz Worldwide Care SA is registered in France and regulated by the French Prudential Supervisory Authority.

### Applicable Law

If, prior to the merger, your membership was governed by Irish law, this will now change to French law, unless agreed otherwise or required under mandatory legal regulations. Prior to the merger, if your Benefit Guide specified that any disputes that could not be resolved would be dealt with by the courts in Ireland, any unresolved disputes will now be dealt with by the courts in France, unless agreed otherwise.

### Mediation

The process for mediation in relation to individual/family policies remains unchanged, however mediation will take place in Paris, France. The Courts of France shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of, or in connection with, the mediation.

### Suspension and Cancellation

We will suspend your cover and ultimately cancel the policy where you have not paid the full premium due and owing. If the full premium due and owing is not paid, we shall suspend your cover 30 days after we have provided you with written notice to this effect. Your policy shall be deemed cancelled if the full premium has not been paid, ten days after expiry of the aforementioned thirty day notice period. We shall have no liability to pay claims for any Insurance Year for which the full premium has not been received.

### Making a complaint

The Allianz Worldwide Care Helpline is always the first number to call if you have any comments or complaints. If we have not been able to resolve the problem on the telephone, please email or write to us at:

[client.services@allianzworldwidecare.com](mailto:client.services@allianzworldwidecare.com)

Allianz Worldwide Care  
18B Beckett Way  
Park West Business Campus  
Nangor Road  
Dublin 12  
Ireland

### Claims

Please note that all medical claims should be submitted no later than **two years** after the treatment date. Beyond this time we are not obliged to settle the claim.

### Paying premiums

Premiums for each Insurance Year are based on each member's age on the first day of the Insurance Year, their region of cover, the policyholder's country of residence, the premium rates in effect and other risk factors which may materially affect the insurance.

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By accepting cover you have agreed to pay the premium amount shown on your quotation, by the payment method stated. You are required to pay the premium due to us in advance for the duration of your membership. The initial/first premium instalment is payable immediately after our acceptance of your application. Subsequent premiums are due on the first day of the chosen payment period. You may choose between monthly, quarterly, half-yearly or annual payments depending on the payment method you choose. Please note that if there is any difference between the agreed quotation and your invoice, you should contact us immediately. We are not responsible for payments made through third parties.

Your premium should be paid in the currency you selected when applying for cover. If you are unable to pay your premium for any reason, please contact us on: +353 1 630 1301. Changes in payment terms can be made at policy renewal, via written instructions, which must be received by us a minimum of 30 days prior to the renewal date. Failure to pay an initial premium or subsequent premium on time may result in loss of insurance cover.

### Policy expiry

Please note that upon the expiry of your policy, your right to reimbursement ends. Any eligible expenses incurred during the period of cover shall be reimbursed up to **two years** after the treatment date. However, any on-going or further treatment that is required after the expiry date of your policy will no longer be covered.

### Fraud

Any intentional false statement/non-disclosure of any material facts, by you or your dependants, which may affect our assessment of the risk, including, but not limited to, those material facts declared on the relevant application form will render the contract void from the commencement date, unless we confirm otherwise in writing. Conditions arising between completing the relevant application form and the start date of the policy will be deemed to be pre-existing and will not be covered if not disclosed. If the applicant is not sure whether something is material, the applicant is obliged to inform us. If the contract is rendered void due to intentional false statement or non-disclosure of any material facts, we will refund the premium amount(s) paid to date minus the cost of any medical claims already paid. If the cost of claims exceeds the balance of the premium, we will seek reimbursement of this amount from the principal member.

If a claim is, in any respect, false, fraudulent, intentionally exaggerated or if fraudulent means/devices have been used by you or your dependants or anyone acting on your or their behalf to obtain benefit under this policy, we will not pay any benefits for that claim. The amount of any claim settlement made to you, before the fraudulent act or omission was discovered, will become immediately due and owing to us. In the event of a fraudulent claim, the contract will be cancelled after we have provided you with 30 days written notice to this effect within 30 days of submission of the fraudulent claim.

### Reasons your membership would end

Please remember that your membership (and that of all the other people listed on the Insurance Certificate) will end:

- If you have not paid the full premium due and owing and your cover is suspended 30 days after we provide you with written notice, your membership shall be deemed cancelled, if the full premium has not been paid, ten days after the expiry of the 30 day notice period. However, we may allow your membership to continue without you having to complete a Confirmation of Health Status Form, if you pay the outstanding premiums within 30 days after the cancellation of your policy.
- If you do not pay the amount of any IPT, taxes, levies or charges that you have to pay under your agreement with us on or before the due date.
- Upon the death of the policyholder. Please see the section on "Death of the policyholder or a dependant" in your Benefit Guide for further details.
- If there is reasonable evidence that the policyholder or any dependants intentionally misled or attempted to intentionally mislead us i.e. giving false information, withholding pertinent information from us, or working with another party to give us false information, which may influence us when deciding whether they can join the scheme, the applicable premium to pay or whether we have to pay a claim. Please see the section on "Additional terms" in your Benefit Guide for further details.
- If you choose to cancel your policy, after giving us written notice within 30 days of receiving the full terms and conditions or from the start/renewal date of your policy, whichever is later. Please see section on "Your right to cancel" in your Benefit Guide for further details.

If your membership ends for reasons other than for fraud/non-disclosure, we will refund any premiums you have paid which relate to a period after your membership has ended, subject to the deduction of any money which you owe us.

Please note that if your membership ceases, your dependant's cover will also end.

## Legal action

The provisions relating to the limitation of legal actions arising from the insurance policy are laid down by Articles L.114-1 to L.114-3 of the French Insurance Code reproduced below:

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

All legal actions arising from an insurance policy shall have a time limit of two years from the date of the event that gave rise to the action.

However, such limitation period shall not run:

1. In the event of non-disclosure, omission, fraudulent representation or misrepresentation of the risk incurred. The time period shall start to run from the date we become aware of the non-disclosure, omission, fraudulent representation or misrepresentation.
2. If the relevant party proves that they were unaware of such facts that gave rise to the action.

When the legal action of the insured person is due to a third party claim, the limitation period shall run only from the date on which such third party brings a legal action against the insured person or was compensated by them.

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

The limitation period shall be interrupted by one of the common causes that interrupt the limitation period and by the appointment of experts following a claim. The limitation period of the legal action may also be interrupted by us sending the insured person a registered letter with acknowledgement of receipt in respect of the action for payment of the premium and by the insured person to us in respect of the settlement of the claim.

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

According to Article 2254 of the French Civil Code, the parties involved in an insurance contract shall not modify the duration of the limitation period or add further causes of suspension or interruption, even if mutually agreed.

The common causes of interruption of the limitation period are set out in Articles 2240 of the French Civil Code. They include in particular: the acknowledgement and acceptance, from the debtor side, of the right of the person against whom they started the legal action; receipt of a civil summons or enforcement proceedings. For the complete list of the common clauses of interruption of the limitation period, please refer to the aforementioned articles of the French Civil Code.