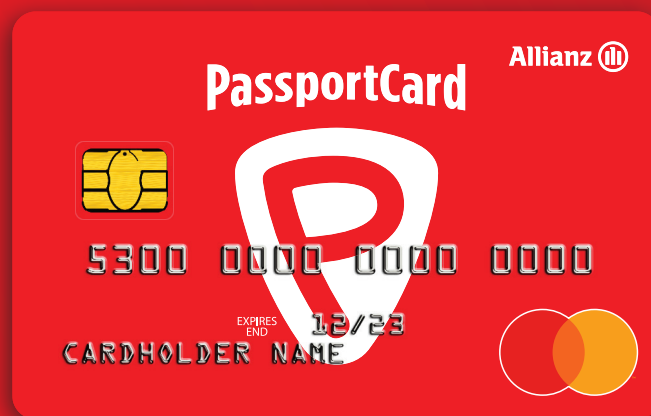

TERMS AND CONDITIONS

PassportCard Insurance Plan for Individuals



In Partnership with **Allianz** 

January 2021

The purpose of this document is to define the terms and conditions of the insurance cover for Primary Members and other Covered Persons available through the **Association for Expatriate Insurance**, with reimbursement of medical and related expenses, in accordance with the terms and conditions set out below (the “**Policy**”).

Coverage is defined by:

- The present Policy and its appendices including the Membership Certificate (“Membership Certificate”);
 - A policy booklet, if applicable; and
 - A data privacy notice
- all of which form an integral part of the Masterpolicy.

All definitions in this Policy are defined in the Definitions in Appendix 1 or, in the document text itself.

EFFECTIVE DATE, DURATION, AND ANNIVERSARY DATE

This Policy comes into effect on the date specified on the Membership Certificate (“Policy Effective Date”). The policy anniversary date (“Policy Anniversary Date”) will fall on each anniversary of the Policy Effective Date.

Coverage under this Policy will continue unless the Policy has otherwise been terminated, and contingent upon the Primary Member and other Covered Persons continuing to be eligible for coverage.

Coverage for those persons covered under the Policy of the Primary Member shall become effective at the time those persons are enrolled in the Policy of the Primary Member or, subsequently, once the persons concerned meet the required conditions.

PREMIUM RATES

Premium rates for this Policy will be determined according to the age, benefits, Country of Destination, and zone of coverage of each Primary Member and other Covered Person. In addition, an underwriting premium may be added to the premium rates based on the health declaration included with the application form.

The Insurer reserves the right to modify the premium and/or the policy terms from time to time. Changes in the premium and/or the policy terms will come into effect on the next Policy Anniversary Date. The above changes will be made for all Primary Members and other Covered Persons in the same age group and designated country.

In addition, premium rates may change according to the age of the Primary Member and other Covered Persons at each anniversary of their effective date.

The premium may be paid in EURO or USD. In this regard, the table of benefits amounts shall correspond to the currency of which the premium is paid.

Nevertheless, the Primary Member retains the right to request the termination of membership in the Association within thirty (30) days following notification of the change in premiums and/or policy terms.

COVERAGE

This Policy covers the Primary Member and other Covered Persons as listed on the Membership Certificate, in accordance with the definitions contained in this Policy.

ELIGIBILITY FOR COVERAGE

Coverage includes the Primary Member and other Covered Persons as defined in this Policy and as listed on the Membership Certificate.

The Primary Member must be aged 18 or older at the time of completing the Application Form. Coverage is contingent on the application being accepted by the Insurer. The Insurer will not accept any application where such activity would violate any applicable law, sanction or regulation.

The Primary Member and other Covered Persons must be under the age of 65 upon joining the Policy, and under the age of 80 to continue their coverage under this Policy.

Personal data and/or other sensitive data are required for the underwriting, administration, and management of the present Policy. Primary Members and other Covered Persons shall be considered “Data Subjects” for the purpose of applying the Regulation defined in the Data Privacy Appendix attached as Appendix no. 3 hereto and the Data Privacy Notice as provided by the Plan Administrator.

ZONES OF COVERAGE

This Policy provides insurance cover in the zone/s of coverage identified on the Primary Member’s Membership Certificate.

The medical costs must have been incurred within the insurance period:
in the Country of Destination; or
in another country within the zone of coverage defined on the Membership Certificate; or
in another country: the Policy shall provide cover for emergency treatment outside the zone of coverage stated on the Membership Certificate for a period of sixty (60) days per trip. The cover shall begin from the time the Covered Person leaves his/her residence or working place to conduct the travel.

Emergency treatment outside zone of coverage is treatment for medical emergencies which occur during business or holiday trips outside your area of coverage. Coverage is provided up to a maximum period of 60 days per trip within the maximum benefit amount and includes treatment required in the event of an accident, or the sudden beginning or worsening of a severe illness which presents an immediate threat to the Covered Person's health. Coverage is only for the costs resulting from an Accident or an Emergency when treatment was provided by a general or specialized practitioner, or by Hospitalization.

Treatment by a physician, medical practitioner or specialist must commence within forty-eight (48) hours of the emergency event. Cover is not provided for any curative or follow-up nonemergency treatment, nor does it cover charges relating to maternity, pregnancy, childbirth or any complications of pregnancy or childbirth, all after week thirty-four (34) of pregnancy.

Primary Members and other Covered Persons should advise the Plan Administrator (contact details below) if they move outside the Country of Destination as listed on the Membership Certificate, for a period of more than sixty (60) days. In addition, if the Covered Person incurs the majority of his/her claims outside the Country of Destination during any 6-month period, the Plan Administrator and/or the Insurer may, at their own discretion, require proof of residence in the Country of Destination and/or request that the Covered Person change the Country of Destination of their coverage. Note that intentional misinformation regarding Country of Destination during the application process is considered fraud and as a result, the insurance cover may become void as a result of such intentional action.

PLAN ADMINISTRATOR

This Policy is administered by PassportCard Cyprus Insurance Broker (the "Plan Administrator"):
PassportCard Cyprus Insurance Broker Ltd
7 Florinis Str.,
Greg Tower, 6th Floor,
1065 Nicosia
Cyprus
csr@passportcard.com.cy

PLAN INSURER

Coverage under the Policy is provided through a group insurance policy between AWP Health & Life SA (Allianz Insurance) and the Association for Expatriate Insurance, a French affiliate entity of PassportCard.

The Policy is underwritten by AWP Health & Life SA (registered business name Allianz Partners), a world leading provider of international health insurance, and is administered by PassportCard Cyprus Broker Ltd.

PassportCard receives a sales commission from Allianz Partners in this respect.

CHANGES TO THE MEMBERSHIP CERTIFICATE:

If the Primary Member wishes to add additional and eligible other Covered Persons to this Policy, including newborns, a new Application Form must be completed for such additional Covered Persons and, such additional coverage shall come into effect on the date specified on the updated Membership Certificate which shall be issued to the Primary Member. In the case of a newborn, the birth certificate shall be submitted within three months of the child's birth.

The Primary Member may change the Country of Destination and/or zone of coverage in which he/she is covered for insurance by notifying the Plan Administrator one month in advance of such change, by way of email or phone. In such instance, the premium which the Primary Member will pay in accordance with this Policy may be affected by the change in the Country of Destination and/or zone of coverage and will be notified to the Primary Member.

Nevertheless, the Primary Member retains the right to request the termination of membership in the Association within thirty (30) days following notification of the change in the Country of Destination and/or premium as a result of the change in zone of coverage.

BENEFITS SCOPE

Benefits consist of payment or reimbursement of eligible medical and related expenses incurred by Covered Persons as set out in the Table of Benefits in Appendix 2.

For medical care to be covered under this Policy, it must be provided by medical care providers recognized by the local medical authorities and provided by authorized practitioners (in compliance with the laws and regulations of the country in which the care was provided).

The medical services must have been provided during the insurance period as stated on the Membership Certificate.

BENEFIT AMOUNT

The benefit amount is determined for each itemized expense as provided for in the Table of Benefits and limited to the usual, customary, and reasonable ("UCR") expenses for each type of service.

The reasonable and customary nature is determined according to the medical practice which prevails in the country where the care is provided (treatment type, care and medical equipment quality, geographical area, and

country) and is subject to coding and rating standards of the medical procedures and treatments referenced or common in each country.

If the nature of the expenses are considered to be unreasonable and non-customary, this may lead to the denial of reimbursement or a limitation on the reimbursement amount.

PRIOR APPROVAL

Benefits may be contingent on prior notice being given on behalf of the Primary Member or other Covered Person. Prior approval must be given for claims relating to hospitalization, hospice care and transplants, and pregnancies, except in the event of an “emergency”.

For every admission to the hospital, other than in the case of an emergency, a request for prior approval / notification must be given to the Plan Administrator at least seventy-two (72) hours before admission.

The Plan Administrator’s approval is deemed to be obtained if it has not otherwise responded to the request for prior approval within five (5) working days following the date of receipt of the request.

In the event that the request of prior approval has not been submitted and, subsequently, treatment becomes medically necessary, and only in this case, the Plan Administrator shall be entitled to cover only 80% of the hospital care expenses and 50% of the amount payable for any other similar care that should have been reimbursed.

Prior approval is not necessary in cases of Emergency. Nevertheless, the Plan Administrator should be notified within forty-eight (48) hours following Hospitalization or, in the case of a force majeure, as soon as possible. The aforementioned provisions relating to reasonable and customary expenses in the country where care is provided shall apply in all cases.

HOW TO FILE A CLAIM

Claims must be filed within twenty-four (24) months of the date the medical services were provided.

In the case of a claim, the Plan Administrator may request the following evidence together with the claim in order for the claim to be processed:

- **In case of Hospitalization:** The Hospitalization supporting documents (invoices, notes of fees)
- **In case of illness:** the detailed invoices
- **In case of home childbirth:** a copy of the child’s birth certificate

The Plan Administrator may request, if necessary, any additional documentation necessary for the application of this coverage.

The Primary Member and/or other Covered Person shall be liable for any information provided by him/her, or provided by the Primary Member on behalf of another Covered Person which appear to be false, forged or exaggerated, or any fraudulent or deceitful action by them and all undue payments paid by the Insurer on the basis of these incorrect data shall be recovered.

ASSESSMENT OF THE CLAIMS

Within the context of reviewing the claim, the Plan Administrator’s advising medical expert may request any other supporting documentation necessary to process the claim if the documentation listed above is incomplete, gives rise to doubt, or the Plan Administrator is unable to investigate thoroughly its obligation to pay the claim. The Plan Administrator’s advising medical expert is entitled, at its own expense, to request data from the following organizations and persons subject the Data Privacy Appendix 3 hereto and the in the Data Privacy Notice as provided by the Plan Administrator:

- Doctors,
- Hospitals,
- Other medical institutions,
- Care homes,
- Caregivers,
- Other personal insurance providers,
- Statutory health insurance bodies,
- Occupational insurance organizations and/or
- Official bodies

In the event that Primary Member and/or other Covered Persons refuses to provide concrete data collected during the course of claims processing, the benefit may not become due if the Plan Administrator is unable to determine whether and to what extent the Insurer is liable for payment of the claim. In this regard the Insurer shall not otherwise be held liable for failing to perform the services under the Policy.

In the event the premium due to be paid under the policy terms has not been paid, the benefits may not become due.

In case of any fraud, misstatement or concealment in relation to any matter affecting the insurance or in connection with any claim of the Primary Member and/or other Covered Person, the Insurer will have the right to terminate the Policy and all rights to claims thereunder are forfeited.

LIMITATION ON ACTUAL COSTS

Expenses for which the Primary Member or other Covered Person has already been reimbursed, or is expecting to be reimbursed, by third parties, shall not be additionally reimbursed under this Policy.

Coverage of the same nature subscribed to with several insuring bodies shall be enforceable up to the limit on

each benefit, no matter the date the coverage was subscribed to.

For the purpose of the aforementioned provisions, the limitation on the amount of the expenses remaining payable by the Primary Member and/or other Covered Persons is determined by the Plan Administrator for each medical act, treatment, or item.

PAYMENT THROUGH THE CARD

Certain benefits may be paid directly to the provider using a special prepaid card, the "PassportCard card." Before paying the Medical Provider / Medical Service Provider, the Primary Member or other Covered Person should either contact the Plan Administrator or open the mobile app to request funds be loaded onto the PassportCard card. The PassportCard card may only be used in accordance the terms and conditions provided by the Plan Administrator as communicated at the time the card is distributed.

REIMBURSEMENT OF COVERED EXPENSES

Reimbursement shall be paid, if approved, to the Primary Member or other Covered Person, as applicable, following the itemized bills and receipts relating to such payments being sent to the Plan Administrator.

If a Primary Member or other Covered Person is covered by a local national Social Security insurance, or equivalent, the benefits he/she receives from such insurance shall be deducted from the benefits payable under this Policy (this Policy may, at the discretion of the Plan Administrator, pay second).

If a Covered Person (other than the Primary Member) is employed and receives insurance from his/her employer, the benefits he/she received from such insurance shall be deducted from the benefits payable under this Policy (this Policy may, at the discretion of the Plan Administrator, pay second).

LIMITATION ON ACTIONS

The provisions relating to the statute of limitations on actions arising from the insurance contract are established by the French Insurance Code and are indicated hereafter:

All actions arising from an insurance contract are limited to two years after the incident giving rise thereto. However, this statute of limitations only applies:

1. In case of concealment, omission, false or inaccurate declaration of the risk involved, from the day on which the insurer had knowledge thereof;
2. In the event of a claim of damages, from the day on which the parties involved became aware thereof, if they prove that they were unaware of it until then.

When the action of the insured party against the Insurer is due to the action of a third party, the statute of limitations only starts to run from the day on which the third party initiated legal proceedings against the insured party or was compensated by him / her. The running of the statute of limitations is interrupted by one of the ordinary causes of interruption and by the appointment of experts following an incident. The interruption of the statute of limitations can furthermore result from the sending of a registered letter with return receipt requested sent by the Insurer to the insured party regarding the action for the payment of the premium and by the insured party to the Insurer for the payment of the compensation.

As an exception, the parties to the insurance contract cannot, even by joint agreement, modify the duration of the statute of limitations, nor add to the causes of its suspension or interruption.

ADDITIONAL INFORMATION:

The ordinary causes of interruption of the statute of limitations include notably: the questioning of one of the joint debtors by a judicial action or by an act of compulsory execution or the acknowledgement by the debtor of the right of the person against whom he applied the statute of limitations. For the exhaustive list of the ordinary causes of interruption of the statute of limitations refer to the aforementioned articles of the French Civil Code.

SUBROGATION

If a Primary Member or other Covered Person has a right of indemnity against any third party, other than a family member, this right will be assigned to the Insurer.

The Insurer may not exercise this right in a manner that will prejudice the right of the Primary Member or other Covered Person to collect any indemnity from the third party that exceeds the benefits received from the Insurer.

If a Primary Member or other Covered Person receives indemnification and/or compensation from a third party that is due to the Insurer according to this paragraph, he/she will transfer it to the Plan Administrator for delivery to the Insurer. If he/she has made a settlement waiver or other action that prejudices the right that he transferred to the Insurer, he/she shall compensate the Insurer in that respect.

PRE-CONTRACTUAL REPORTING DUTY

The Primary Member and/or other Covered Person are required to provide true and complete answers to the questions in the application documents including detailing any Previous Medical Condition. Any information that is not rendered or that is incorrect or incomplete may put the insurance cover at risk.

In the event of an intentional omission or misstatement by the Primary Member and / or other Covered Person, the Plan Administrator and/or the Insurer is entitled to declare the Primary Member's Policy null and void which shall equally nullify that of the other Covered Persons. In the event of an unintentional omission or misstatement, the Plan Administrator and/or the Insurer is entitled to continue the Policy under new terms and conditions established by the Insurer or terminate the Policy by refunding the premiums paid.

NOTICES

Notifications sent by the Plan Administrator to the Primary Member and/or other Covered Person will be either communicated by paper or through digital means e.g., email, website, log-in, mobile application in accordance with the Data Privacy Notice attached below.

WITHDRAWAL OF APPLICATION FOR MEMBERSHIP/ "COOLING OFF PERIOD"

For a period of fourteen 14 days from the date the Application Form (defined below) is submitted, and before the Primary Member, or other Covered Person, has travelled from his/her Home Country to the Country of Destination, the Primary Member may withdraw such application, without being charged a premium, by sending a registered letter with acknowledgement of receipt to the Plan Administrator at the address listed below.

However, a Primary Member who has already paid a premium in relation to the coverage under this Policy may withdraw from insurance coverage within a period of 30 calendar days from the Effective Date of the Policy as detailed on the Policy Certificate, by sending a registered letter with acknowledgement of receipt to the Plan Administrator at the address listed below.

The Primary Member shall be reimbursed, in full, for all sums relating to the payment of premium under this Policy made within thirty (30) days from the date of acknowledgement of receipt of the registered letter, so long as no claims were made under this Policy during that time or since the inception of this Policy.

Address for Sending the Letter of Withdrawal

PassportCard Cyprus Insurance Broker Ltd
7 Florinis Str.
Greg Tower, 6th Floor
1065 Nicosia, Cyprus

Sample letter of Withdrawal (within the cooling-off period)

„I, the undersigned, Mr./Ms. (full name of the person concerned), residing at (full address of the person concerned)...., withdraw from membership to the policy number. ... subscribed with the Association.

I hereby certify that, on the dispatch date of this letter, I am not aware of any claim invoking the policy coverage since the date on which the policy was concluded

Date:

Signature:

TERMINATION OR SUSPENSION OF COVERAGE

Except in the event of concealment, omission, or misstatement made in bad faith, or continuous non-payment of premium, the Primary Member and/or other Covered Person, once accepted, cannot be excluded from the Policy against his/her will as long as he/she continues to be eligible for coverage.

Unless otherwise provided herein, coverage

- **For each Primary Member:** shall terminate on the date on which the Primary Member ceases to be eligible for coverage under the Policy;
- **For each other Covered Person:** the termination of the Policy coverage for the Primary Member shall cause a termination of the policy coverage for the other Covered Person. If the other Covered Person is eligible to be a Primary Member, he/she can convert their coverage into a new policy without additional underwriting or waiting periods; If the other Covered Person no longer meets the eligibility requirements for being a 'Covered Person' under the Policy, the coverage shall terminate immediately.

If a Primary Member and/or other Covered Person, loses eligibility for coverage, the Insurer may consider a grace period of up to ninety (90) days of additional cover, contingent on payment of premium.

Unless otherwise provided herein, for all persons covered under this Policy, the termination of coverage shall be effective on the date stated on the Membership Certificate or shall be effective on the termination date notified to the Plan Administrator and shall not be retroactive.

The Primary Member may cancel coverage under the Policy at any time upon giving thirty (30) days' notice prior to the date of cancellation to the Plan Administrator.

Termination results in the immediate cancellation of entitlement to benefits for all services provided after the termination date, even if treatment for a condition began for the Primary Member or other Covered Person prior to this date.

The validity of this Policy is reliant on the existence of a master policy entered into between the Insurer and the Association. Upon termination of such Master policy, this Policy shall not be entitled to continue upon the following Policy Anniversary Date.

Termination of the Policy may be initiated by Association in the following circumstances:

- In the event of repeated and unreasonable non-payment of the premium by the Primary Member;
- On the termination date of the Membership Certificate or termination event specified in the Policy, whichever is the earlier;
- If the Primary Member ceases to be eligible to be a member of the Association;
- Following a recovery plan or a compulsory liquidation of the Association;
- In the event of the termination of the master policy, if there is a Policy in effect at that time of such termination, such Policy shall continue to be in force until the next Policy Anniversary Date conditioned upon continued eligibility and payment of the premium as defined in the Policy; and
- In the event of the termination of the present Master policy, if the Association engages with a different Insurance Company to service Policies that were in effect at the time of such termination, such Policies shall no longer be covered by the present Insurer. This clause does not derogate from any other provision agreed between the parties with respect to a run-off period of the Policies.
- If a Primary Member and/or other Covered Person loses eligibility for coverage, the Insurer may consider a grace period of up to 90 days of additional cover, contingent on payment of premium.
- Covered Persons shall be considered to have their rights under the Policy terminated at the time the Primary Member stops being a member or, as otherwise described in the Policy, whichever is the earlier.

PREMIUM PAYMENT

The premiums are paid quarterly/ monthly / annually and are payable fifteen (15) days after the end of the calendar period to which they relate directly by the Primary Member.

NON-PAYMENT

In the event the Primary Member repeatedly and unreasonably fails to pay all the collected premiums in full within 1 (one) month following their due date, the coverage may be withdrawn 30 (thirty) days after the Insurer has sent a registered letter constituting formal notice of said withdrawal as provided for in Article L.113-3 of the French Insurance code.

If within that period, the Primary Member has made the requested payment, the notice of withdrawal shall no longer be effective.

COMPLAINTS

In the event of a complaint, the Association and/or Primary Member and/or other Covered Person shall first contact their representative of the Plan Administrator at the following address:

PassportCard Cyprus Insurance Broker Ltd
7 Florinis Str.,
Greg Tower, 6th Floor,
1065 Nicosia
Cyprus
csr@passportcard.com.cy

If the proposed solution does not meet the expectations of the Association and/or Primary Member, the Plan Administrator may forward such complaint to the Insurer. The Insurer is a signatory to the mediation charter of the French Federation of Insurance Companies. Therefore, in the event of a persistent and definitive disagreement, the Association and/or Primary Member and/or other Covered Person have the option, after exhausting all other possible amicable remedies, to opt for the Mediator of the French Federation of Insurance Companies, without prejudice to other possible legal action, who can be contacted at the following address:

La Médiation de l'Assurance
TSA 50 110
75 441 Paris Cedex 09
<https://www.mediation-assurance.org/>

EXCLUSIONS FORFEITURE OF THE RIGHT TO A BENEFIT

The Insurer is not liable for any damage that the Primary Member and/or other Covered Persons and/ or a third party may suffer as a result of the Primary Member and/ or other Covered Person's selection of and/or referral by the Insurer to a physician, family physician, specialist, surgeon, anesthetist, hospital, or any other in-network or out-of-network provider and/or as a result of an act or omission of the former, or advice, treatment, surgical procedure, medication or other action taken by them, including not performing a surgical procedure and/or not providing medical treatment on the date specified for any reason whatsoever. It is made clear that the Medical Service Providers are not deemed to be agents or employees of the Insurer.

The Primary Member and/or other Covered Person is deprived of all rights to the benefits of a claim in the event the Primary Member or other Covered Person voluntarily makes a false declaration about that claim including the date, nature, causes, circumstances and/or consequences and/or amount of the loss.

The forfeiture of this right also applies in the event the Primary Member or other Covered Person knowingly uses inaccurate documents as supporting documents for that claim.

EXCLUDED RISKS

Any costs resulting from the following events are not covered by the Insurer:

- Any exposure whatsoever to ionizing radiation, radioactive pollution, nuclear process, military nuclear matter, or any nuclear waste whatsoever or any chemical substance during the course of an illegitimate activity.
- The consequences of a civil or non-civil war, an insurrection, a riot, an attack, a commotion or acts of terrorism, whatever the place of these events and their protagonists, except if the Covered Person does not take an active part in such event or if he/she is called upon to perform a maintenance or monitoring mission in order to ensure the security of people.

The Insurer reserves the possibility of modifying the coverage for one or several specific territories, subject to a fifteen days prior notice sent to the Association. The Association may refuse this modification and terminate the policy by sending the Insurer a registered letter with acknowledgement of receipt within 30 days from the date of receipt of the endorsement submitted by the Insurer. The termination shall take effect on the first day of the calendar quarter following the refusal notification. Any changes will apply to the Primary Member's Policy on the next Policy Anniversary Date except in the event said modification is a result of a legislative, regulatory and/or international change in the law that is required by such change to be immediately implemented.

EXCLUDED BENEFITS

The following benefits are not covered by the Policy, unless otherwise stipulated in the Membership Certificate or in the Table of Benefits:

- Elective treatments provided outside the geographical area of the coverage as set out in the Membership Certificate.
Any form of experimental or uncontrolled treatment which does not follow customary or traditional, commonly accepted medical practices, unless the Insurer has given its specific consent.
Ancillary or „comfort“ costs in case of Hospitalization (telephone, television, hotel, Internet)
- Treatments relating to substance abuse/ addiction
Detoxication treatment
- Any surgery or treatment relating to a gender reassignment
- Medical checks, studies, treatments, consultations and complications relating to sterility, sterilization, sexual dysfunctions, contraception including insertion or removal of contraceptive devices, induced termination of pregnancy, except in the case of an interruption of pregnancy medically necessary and

performed in compliance with local legislation

- Any elective/voluntary surgery for plastic/aesthetic purposes, except reconstructive breast surgery after a covered illness
- Aesthetic treatments and consultations, rejuvenation cures, slimming cures
- Thermal cures and related costs
- Medical costs relating to a stay in thalassotherapy center or fitness center, even if this stay is medically prescribed
- Medical costs relating to a stay in a rest home or a convalescent home, except if this stay results from Hospitalization or a severe surgery assessed by the Insurer's doctor
- Consultations, treatments and complications relating to hair loss or hair transplantation, unless this treatment results from a hair loss caused by a covered illness
- Treatments to modify the refraction of an eye or both eyes (laser eye correction), including refractive keratotomy (RK) and photorefractive keratotomy (PRK), Vision test or treatments, including vision aids (glasses, contact lenses, etc.)
- Non-prescription medicines and non-medicinal products
- Diagnosis and treatment of sleep disturbances, including treatment for the prevention of sleep disturbances, medical equipment, examinations at sleep laboratories.
- Dental and gum treatments, including illnesses that originate in gum and dental disorders.
- Dental implants.
- A circumcision other than for medical reasons
- Vaccinations for adults given that are not medically necessary (i.e travel or immigration)
- Treatments based on alternative or holistic medicine unless otherwise provided for in the table of benefits hereto. Medical Care and/or treatment of intentionally caused illnesses and/or self-inflicted injuries including attempted suicide whether the Primary Member or Covered Person is of sound mind or not

APPLICABLE LAW

This Policy is governed by French law and interpreted in accordance with the French Insurance Code ("Code") in particular the provisions stipulated in Title IV of Book I of the Code The provisions herein relating to the statute of limitations on actions arising from the insurance policy are established under Article L.114-1 through L.114-3 and Articles 2240 and 2254 of the French Civil Code. The provisions relating to intentional and unintentional omission or misstatement are established pursuant to Articles L.113-8 and Article L.113-9. The Association shall be liable to its members in case of non-compliance with their obligations in the Masterpolicy pursuant to Article 12 of the Law no. 89-1009 of 31st December 1989 and Article L.141-3 and L. 141-4 of the French Insurance Code

as well as all applicable laws and regulations relating to the Processing of Personal Data, including the Amended French Data Protection Act no. 78-17 of 06.01.1978 on Information Technology, Data Files and Civil Liberties and the General Data Protection Regulation (Regulation (EU) 2016/679).

The present Policy may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original of the contract and all of which shall constitute the same instrument. The Appendices hereto are deemed to be incorporated and forms an integral part of the present Policy.

APPENDIX 1 - DEFINITIONS

The words and expressions employed in this policy shall have the following meanings:

ACCIDENT

Any unintentional bodily injury suffered by the Primary Member or other Covered Person and resulting from the sudden and unexpected action of an external cause, to the exclusion of any acute or chronic illness.

APPLIANCES

Durable medical equipment that:

- Can be used more than once
- Is used to serve a medical purpose
- Is not used in the absence of a disease, illness or injury, and
- Is fit for use in the home / everyday life.

APPLICATION FORM

An application form to become a Primary Member of the Policy. The application form will be completed with all the necessary details, including the names of each of the Covered Persons requested to be covered under the Primary Member's policy, and a health declaration and medical confidentiality waiver signed by the Primary Member and each other Covered Person (as applicable). A declaration given by the applicant over the phone is considered as a valid signature.

CHILDBIRTH COSTS

Medical costs incurred relating to routine vaginal childbirth as well as caesarean childbirth when medically necessary. Any complications shall be covered by the „hospitalization“ benefit.

CHRONIC CONDITIONS

A reoccurring or long-standing medical condition that is not otherwise covered by a different benefit in the Table of Benefits attached to this Policy e.g., does not include treatment for cancer, dialysis, aids etc.

COUNTRY OF DESTINATION

The country, outside the Home Country and Country of Permanent Residence (if applicable), which was indicated on the Application Form, in which the Covered Person intends to stay for a period of more than 90 consecutive days, or in which the Primary Member is already residing, and based on that information, the Insurer has agreed to accept him / her to the Insurance policy.

COUNTRY OF PERMANENT RESIDENCE

A country in which the Member legally resides and for which he/she has a permanent address (where applicable).

COVERED PERSON

A Primary Member or other person covered through the Primary Member's coverage based on their inclusion in one of the categories below:

a. Spouse/Civil Union Partner

A spouse not legally separated from the Primary Member, or his/her registered civil union partner, or Cohabiting Partner, as registered with the appropriate regulatory authority.

b. Cohabiting Partner (Common Law/Life Partner)

A person cohabiting with the Primary Member in a legally recognized marital/conjugal relationship and who together fulfil both of the following conditions: both individuals are free from matrimonial ties; and Cohabitation has been declared by the Primary Member to the Policyholder, who shall communicate such information to the Insurer, at the time of enrolment and the Covered Person provides a legal certificate attesting to this status.

c. Dependent Child/Children

The unmarried Child/Children of the Primary Member and those of his/her spouse (or Civil Union Partner or Cohabiting Partner) up to the age of 18, living in the household of Primary Member, whether legitimate, recognized, adopted or taken in, including minors who are under the protection of the Primary Member.

- The age limit of 18 is extended to 24 for Dependent Children who are full time students.
- The age limit of 18 is waived for handicapped/ disabled Dependent Children who are recognized by the relevant local governmental agency as legal dependents of the Primary Member.

DATE OF OCCURRENCE OF THE INSURED EVENT

The actual date the Covered Person received a medical treatment and/or other relevant service.

EMERGENCY DENTAL TREATMENT FOLLOWING AN ACCIDENT

Emergency dental treatment provided within fifteen days of an accident and consisting of replacing lost or damaged natural and healthy teeth.

EMERGENCY

A word used in case of accident, natural disaster, and/ or beginning or sudden aggravation of an illness for which the Covered Person requires immediate medical measures and treatment. Immediate means within 48 hours following the direct cause of the emergency.

HOME COUNTRY

The country declared as the Home Country on the Application Form for which the Primary Member holds a passport and/or in which the Primary Member has a permanent address.

HOSPITAL

A medical, surgical, or psychiatric institution that is recognized as a public or private hospital by the local governing body.

HOSPITALIZATION

A stay within a Hospital for diagnostic purposes and/or to conduct an emergency and/or elective operation, including examinations, consultations, treatments and/or medications, diagnostic tests and medical procedures so long as they are connected with the purpose of the hospitalization, all supervised by an attending physician and, all provided within thirty (30) days before or after the hospitalization.

INPATIENT

Treatment for medical reasons which normally means that you have to stay in hospital accommodations overnight or longer (not including waiting to be seen in an emergency room or waiting for diagnosis).

INSURED EVENT

A medical and/or other service provided to the Covered Person following a medical need as specified in the Table of Benefits.

MEDICAL PROVIDER / MEDICAL SERVICE PROVIDER

Medical practitioners providing treatment, and medical providers and facilities, who are authorized by the local governing body.

MEDICAL EVACUATION

Evacuation provided in times of emergency to suitable medical facilities when a medical evacuation is deemed to be necessary by an authorized medical professional / service provider. The evacuation is to be provided by the in-network providers only and will be coordinated by the Insurance Company or Plan Administrator.

MEDICAL TREATMENT

The management and care of a patient by a medically trained professional, to combat disease, illness, injury or other disorder.

OUTPATIENT

Medical treatment given at a hospital or out-patient clinic that is recognized as an official medical institution by the local jurisdiction in which the Covered Person is receiving treatment, in accordance with the terms of this Policy.

PALLIATIVE CARE

If the insured is given a Terminal Diagnosis, and there is no available treatment which will be effective in aiding recovery, we will pay for ongoing treatments that aims to alleviate the physical/psychological suffering : we will pay for hospital or hospice care and accommodation, nursing care, prescribed medicines, and physical and psychological care.

PREVIOUS MEDICAL CONDITION / PRE-EXISTING CONDITION

Any medical condition diagnosed before completion of the Application Form. The diagnosis may be in the form of a documented medical diagnoses (no time-limit) or a documented medical procedure that was conducted in the six months that preceded the date the Application Form was submitted.

PRIMARY MEMBER

The person who completed the Application Form, who was approved for Policy coverage by the Association, who is the principle insured under the Policy.

PSYCHIATRIC TREATMENT

Medically required treatment to treat a diagnosed mental condition of the Covered Person, including eating disorders.

PSYCHOTHERAPY TREATMENT

Medically required treatment to treat a diagnosed condition of the Covered Person, provided by someone who is legally qualified and is permitted to practice as a Psychotherapist, in the country where the treatment is received.

REPATRIATION

This shall include repatriation of the Covered Person to their Home Country.

TERMINAL DIAGNOSIS

Terminal Diagnosis refers to an advanced or rapidly progressing incurable illness, where in the opinion of an attending Medical Provider, the insured employee's life expectancy is no greater than 12 months. Proof of the Medical Provider's opinion may be required.

APPENDIX 2 - TABLE OF BENEFITS

It is specified that in case of hospitalization, all the following incurred costs are covered:

- Medical Hospitalization in a public or private health facility
- Hospitalization and surgical operations. The medical care performed under general anaesthesia or relating to trauma surgery and surgical operations performed under local anaesthesia are deemed to be surgical interventions
- Medical and paramedical ancillary costs incurred in the case of an Hospitalisation
- Patient transportation
- Pregnancy and childbirth: the Insurer or Plan Administrator must be notified within the first three months of the pregnancy
- Any medical treatment in a hospital
- MRI, PET-scans or similar imaging tests

Reimbursement in accordance with the Policy is contingent on prior notice given on behalf of the Primary Member to the Plan Administrator as soon as possible before or after the occurrence of the Insured Event.

The Insurer shall be entitled to cover only 80% of the hospital care expenses and 50% of the amount payable for any other similar care in the event that excess expenses were effectively incurred by the Insurer as a result of the failure to give prior notice by the Primary Member or other Covered Person when it was required.

In case of Hospitalization, the transportation is covered between the patient's residence or the accident place and the nearest health facility located in the same country.

It is also covered if the hospitalized patient's condition requires his/her transfer from the host health facility to another near health facility.

In all other cases, the benefits are defined in the table of benefits hereunder.

The following table defines the benefits included under the selected level of coverage. All amounts are in EUR.

SUMMARY PLAN DESIGN - GLOBAL MEDICAL BENEFITS - EURO

MAXIMUM ANNUAL BENEFIT				
MEDICAL SERVICES / BENEFITS	ESSENTIAL	PREFERRED	ELITE	PRE-CERTIFICATION
	€1,200,000	€2,500,000	€5,000,000	
HOSPITALIZATION AND INPATIENT CARE				
Medical surgical hospitalization or day hospitalization	Paid in Full	Paid in Full	Paid in Full	Yes, at least 72 hours prior to hospitalization. Emergencies: up to 48 hours after admission
Surgery fees				
Prescribed medicines and drugs for inpatient treatment or day hospitalization				
Intensive care				
Hospital charges for room	Paid in Full, Semi-Private	Paid in Full, Private	Paid in Full, Private	
Transplants	€250,000 Max lifetime	€500,000 Max lifetime	Paid in Full	Yes, at least 72 hours prior to hospitalization
Organ or tissue donor Medical and/or Traveling expenses	Not covered	€5,000 Per event	€15,000 Per event	
Outpatient consultation fees and treatments related to a hospitalization	Paid in Full within 30 days prior to or after hospitalization	Paid in Full	Paid in Full	
Parent accommodation (for children under age 16)	€1,000 Per event	€2,000 Per event	€3,000 Per event	
Nursing services following a hospitalization (up to 30 days)	€10,000 Per Insurance Year	€25,000 Per Insurance Year	Paid in Full	
Transportation by ambulance	€2,500 Per event	€2,500 Per event	Paid in Full	
Prosthetic devices and appliances with surgery	Paid in Full	Paid in Full	Paid in Full	

MAXIMUM ANNUAL BENEFIT

MEDICAL SERVICES / BENEFITS	ESSENTIAL	PREFERRED	ELITE	PRE-CERTIFICATION
	€1,200,000	€2,500,000	€5,000,000	
Outpatient treatments for cancer	Paid in Full	Paid in Full	Paid in Full	
Palliative Care	Up to €25,000 Lifetime limit	Up to €50 000 Lifetime limit	Up to €100,000	Yes, at least 72 hours prior to admittance to the hospice
Emergency dental treatment following an accident	Paid in Full	Paid in Full	Paid in Full	
Family unification	€1,000	€1,000	€1,000	As specified in the terms and conditions of the Passportcard Insurance Plan
ESSENTIAL MEDICAL EVACUATION (INCLUDED)				
Emergency medical evacuation In case of a life threatening situation	€25,000 Per Event	€25,000 Per Event	€50,000 Per Event	Yes, in-network providers, coordinated by the Plan Administrator
MENTAL HEALTH CARE (12 MONTH WAITING PERIOD)				
Inpatient treatment of mental or nervous disorders (up to 30 days per year and 90 days lifetime benefit)	€5,000 Per Insurance Year €15,000 Max Lifetime	€10,000 Per Insurance Year	Paid in Full	Yes, at least 72 hours prior to hospitalization.
Outpatient care - Psychiatry	Not Covered	€20,000 Max Lifetime	€10,000 Per Insurance Year €30,000 Max Lifetime	Emergencies: up to 48 hours after admission

MAXIMUM ANNUAL BENEFIT

MEDICAL SERVICES / BENEFITS	ESSENTIAL	PREFERRED	ELITE	PRE-CERTIFICATION
	€1,200,000	€2,500,000	€5,000,000	

MATERNITY & CHILDBIRTH (12 MONTH WAITING PERIOD)

Routine maternity and inpatient cover for childbirth	Not Covered	€10,000 Per Insurance Year	€20,000 Per Insurance Year	Yes, during the first 90 days of pregnancy
Complications of pregnancy and childbirth (In addition to routine maternity and childbirth cover)		€15,000 Per Insurance Year	€30,000 Per Insurance Year	
Newborn with medical conditions (if the mother has been covered under the policy for at least 12 consecutive months or more before the newborn's birth)		€500,000 Max Lifetime This limit will only apply to the congenital issues diagnosed	€500,000 Max Lifetime This limit will only apply to the congenital issues diagnosed	

OUTPATIENT CARE / CONSULTATIONS AND VISITS

Physician consultations and visits (general practitioners or specialists, including traditional Chinese Medicine where it is regulated)	Not Covered Welcome Package benefit for new members (first year only): two consultations up to €75, and drug reimbursement up to €300 Max Lifetime	Paid in Full	Paid in Full	
Physiotherapists or chiropractors		€75 per visit up to 12 visits Per Insurance Year	€150 per visit up to 12 visits Per Insurance Year	
Osteopaths, acupuncturists, homeopaths and dietitians		€50 per visit up to 12 visits Per Insurance Year	€100 per visit up to 12 visits Per Insurance Year	
Restorative speech therapists		€2,000 Per Insurance Year	Paid in Full	

MAXIMUM ANNUAL BENEFIT

MEDICAL SERVICES / BENEFITS	ESSENTIAL	PREFERRED	ELITE	PRE-CERTIFICATION
	€1,200,000	€2,500,000	€5,000,000	
DRUGS, EQUIPMENT AND WELLBEING				
Prescribed drugs including homeopathic	Not Covered	Paid in Full	Paid in Full	
MRI, X-Rays, laboratory tests and diagnostic procedures		Paid in Full	Paid in Full	
Durable medical equipment and external prosthetic devices without hospitalization		€2,500 Per Insurance Year	€5,000 Per Insurance Year	
Screenings for skin, breast, mouth, cervical, colorectal and prostate cancer		€1,000 Per Insurance Year	€2,500 Per Insurance Year	
Adult annual routine check-up including screenings for cancer		€500 Per Insurance Year	€1,000 Per Insurance Year	
Child vaccination	Not Covered	Paid in Full	Paid in Full	
Infant and child development care				
Child Annual routine check-up				
Repatriation of Remains	€10,000	€10,000	€10,000	

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All benefits are subject to the Policy Terms, Conditions, Exclusions and UCR - Usual, Customary and Reasonable Rates.

Optional member deductibles may be added to the plan based on zone of cover

OPTIONAL RIDERS

ESSENTIAL PLUS RIDER

Limited outpatient cover for “Essential” plan

Physician consultations and visits (general practitioners or specialists, including traditional Chinese Medicine where it is regulated)	€1,000
Prescribed drugs including homeopathic	€500

OPTIONAL DENTAL & VISION RIDER

May be added to “Preferred” and “Elite” plans

Covered Services	Option 1 - €2,000 Per Insurance Year	Option 2 - €1,000 Per Insurance Year
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DENTAL COVERAGE

Basic Dentistry: oral examination and required X-Rays, prophylaxis, cleanings and preventative treatment, amalgam restoration, extractions, root canal therapy	3 Month Waiting Period 90% of actual cost	
Major Dentistry: gold fillings, crowns, dentures, solid inlays, bridges, dental surgery	6 Month Waiting Period 50% of actual cost, Max €400 per tooth	

VISION COVERAGE

Vision Care: eye examinations, one frame and one pair of eye glasses or contact lenses (corrective lenses) per covered person per year	90% of actual cost, Max €400 per year	
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OPTIONAL RIDERS

MEDICAL EVACUATION RIDER

May be added to all plans

The general coverage limit for all insurance events (except if indicated otherwise in the following table) is €1,000,000 for the entire lifetime of the policy or this extension. Whenever a specific coverage limit is mentioned, the specific limit will apply.

TYPE OF SERVICE	LIABILITY LIMIT	
Basic expenses for an escort	€50 per day/ €500 per entire period of staying with the insured member	
Flight ticket for an escort	€1,300 for every insurance event	
Reimbursement for return to the country of destination	€2,500 for every insurance event	
Repatriation of remains	€15,000	
Flying minors to the country of origin or where the insured member was evacuated to - reimbursement of the flight ticket	€1,600 per minor	Up to 3 minors per insurance event
Basic expenses for minors when flying to the insured member's location of evacuation	€50 per day/ €500 per entire period of staying with the insured member	For each minor separately
Continued treatment/observation - basic expenses for the insured member	€50 per day/ €500 per entire period	Up to 2 treatments/ observations per insurance event
Continued treatment/observation - basic expenses for the insured member	€1,300 per insurance event	* Roundtrip ticket only from the insured member's place of domicile to the place where he was treated after initial evacuation * Only regular commercial flight in economy class
compensating the insured member for expenses paid by a third party other than PassportCard or the insurer	€5,000 per insurance event	

APPENDIX 3 - DATA PRIVACY NOTICE - AWP HEALTH & LIFE SA

AWP Health & Life SA, a part of Allianz Group is a French authorised insurance company providing insurance products and services on a cross-border basis.

The **Association** has subscribed, on behalf of the subscribing members, to the present Policy with the Insurer, **AWP Health & Life SA**.

The present contract implements the regulations and requirements the protection of Personal Data and on the collection, processing and use of Personal Data in the performance and management of the present contract.

Protecting data and the privacy of those AWP Health & Life SA insures and contracts with is a top priority. This privacy notice explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed.

Please read this notice carefully.

As stipulated in the contract, the Association and / or TPA undertakes to inform its subscribing individuals, all present and future members belonging to the category of persons to be insured, their dependents and/or beneficiaries where applicable of their Data Privacy rights in accordance with the General Data Protection Regulation (Regulation (EU) 2016/679) and provide each Covered Person at the time of enrolment pursuant to Article L.141-4 of the French Insurance Code, the Summary Plan Description specifying the coverage, terms and conditions, the present data privacy notice, and procedures to be fulfilled in the event of a claim.

In the event, the present contract provides coverage of any dependents of the category of persons to be covered and/or includes the declaration of beneficiaries in the event of death, as applicable, the present Data Privacy Notice must be equally communicated by the Association and / or TPA to such third parties.

Personal data concerning the Primary Member and other Covered Persons in the present Policy, and/or any identified or identifiable natural living person to whom personal data relates hereto, herein referred to as **“Data Subject(s)”**, including the signatories to the present contract and the various schedules, exhibits, attachments and other documents

referenced or incorporated herein and/or endorsements, amendments or addendums hereto, are used for the sole purpose of the management thereof, whether or not by automated means, such as collection, processing, recording, organization, purpose limitation and data minimization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transfer, dissemination or otherwise making available, alignment or combination, security, relating to the collection and processing of personal data, including but not limited to the privacy and security thereof, in accordance with the Amended French Data Protection Act no. 78-17 of 06.01.1978 on Information Technology, Data Files and Civil Liberties and all applicable laws and regulations relating to the protection and processing of Personal Data, including the General Data Protection Regulation (Regulation (EU) 2016/679) of the European Parliament and of the Council of 27 April 2016, hereinafter referred to as the “Regulation”, sector-specific laws and applicable guidance and codes of practice issued by supervisory authorities and as stipulated herein.

The terms used herein shall have the meaning given in the Regulation, as defined hereinafter, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as a result of, or in connection with the present contract. “Personal Data” shall be any personal and/or sensitive data in relation to Data Subjects. Please see **Definitions** hereinafter.

Any and all necessary endorsements, where applicable, to existing contractual agreements, including the present contract, all relevant Data Protection Agreements with third-parties, and Data Transfer Agreements relating to the collection, processing, use, storage, and/or transfer of any personally identifiable data are concluded in application of all aspects of data protection and information security regulations as stipulated herein and in application of the Regulation. All appropriate security measures necessary to properly protect and secure the Personal Data and Sensitive data collected, processed and used shall be in accordance with the Amended French Data Protection Act no. 78-17 of 06.01.1978 on Information Technology, Data Files and Civil Liberties and the laws and regulations relating to the protection and processing of Personal Data,

and, in particular pertaining to Sensitive data, as applicable, the implementation of confidentiality relating to medical data processing in accordance with the Regulation, the French AERAS Agreement (Insurance and Loans with an Increased Health Risk), effective 2006, revised on 1 February 2011 and 2 February 2015 and the Code of Conduct appended to it as well as the French Code of Medical Ethics.

DATA CONTROLLER

AWP Health & Life SA, the Insurer, is the Data Controller, as defined by relevant data protection laws and regulations, determines the purposes and the means of the processing personal data in the performance and management of the present contract.

DATA PROCESSOR

When applicable, the Data Processor is a third-party authorised by a separate Data Protection and Administrative Agreement, to collect, process and use any personally identifiable information made available by the Data Controller to the Data Processor or collected by the Data Processor on behalf of the Data Controller (Personal Data), in relation to all aspects of data protection and information security.

CATEGORIES OF PERSONAL DATA

The various types of Personal Data that may be collected and processed in the performance and management of the present contract by any authorised third party Data Controller or Processor shall include but is not limited to the following information:

Basic Personal Details: including Full Name, status title, address, phone number, email address, IP address via webpage without disabling cookies, age, date of Birth, gender, nationality, identification document and/or identification document number (passport, identity card)..),signatures;

Basic Employee HR Employment Details:

including Personnel number, Job title/role, Job status full time - part time, Details /description of role, language, Health Insurance Details, Grade, Policyholder/Entity, Business Unit/Division, Office Location, Country of Origin and Country of Expatriation, Reporting Manager, Start Date, Hours of Work, Relocation dates and details, End date and reason for termination, Contract type- fixed term/temporary/permanent, Correspondence, Results of Criminal Checks relating to prevention of Fraud and/or Terrorist Activities;

Financial Details: including bank account/ credit card information, payment information, salary/wage, bonus payments; Pay Statements, Benefits and entitlements data, share schemes data, housing/relocation or other allowances, compensation data, third-party reductions;

Health, Welfare and Absence Related

Administrative Data: related to the Policyholder's relationship with the Data Subject, such as an employee personnel file including performance related information, Record of absence/ leave, Reason for absence, details of physical and psychological health or medical condition, health and Safety related information and Reporting, Occupational health related information and reporting, Grievances and Complaints, harassment details, Disability, access, special requirements details, Ill health retirement pensions, retirement

Education & Professional Experience &

Affiliations Data: life data, which may include information related to education and training, qualification/certifications, languages, employment history, skills, awards or performance reviews or any other information relating to professional life;

Family, Lifestyle and Social Circumstances:

including Marital Status, Dependents/Spouse/partner/family details, Next of kind/emergency contact details, Ethnicity, Religion/Religious beliefs, Other diversity and equality information...and Data relating to personal life which may include information about likes and dislikes or other information related to personal life; and

Sensitive Data: may include any data that may reveal racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a Data Subject's sex life or sexual orientation including Medical Questionnaires, Enrolment forms, consent forms, Declaration of Beneficiary forms, medical reports, medical assessments reports, or death certificates, requests for prior approvals, medical expenses invoices, claims history.

CATEGORIES OF DATA SUBJECTS

The Personal Data processed by the Insurer and/ or on behalf of the Insurer in order to perform its obligations under, or otherwise in connection with, the present contract, depending on the services provided, the categories of Data Subjects may include but are not limited to the following:

- Current or former personnel including directors, officers, employees, relations of employees, providers, natural persons (agents, intermediaries) agency workers, invitees, Insurers, subcontractors, representatives of business partners (providers, clients, brokers, intermediaries), policyholders, contract holders, Insureds, beneficiaries, relatives and/or dependents of contract holders, insureds or beneficiaries where applicable;
- Contacts or other personnel of customers, prospects, vendors, affiliates, business partners or other related organizations.

Insofar as Personal data and/or other sensitive data are required for the underwriting, administration, and management of the present contract, Dependents and/or beneficiaries in the event of death shall be considered “Data Subjects” for purposes of the application of the Regulation.

CONSENT

The collection and use of the personal data provided to the Data Controller and any authorised third party where applicable may require the express consent of the Data Subject, unless otherwise provided by the applicable laws and regulations: free movement of such data (“the Regulation”) and as defined hereunder:

APPLICABLE LAWS

Unless otherwise stipulated herein, (a) European Union or Member State laws with respect to any Personal Data in respect of which any company of the group Legal Entities is subject to EU Data Protection Laws; and (b) any other applicable Data Protection Law with respect to any Personal Data which any company of a Group of Legal Entities is subject to.

BINDING CORPORATE RULES

Personal Data protection policies which are adhered to by a controller or processor established on the territory of a Member State for transfers or a set of transfers of personal data to a controller or processor in one or more third countries within a group of undertakings, or group of enterprises engaged in a joint economic activity.

CONFIDENTIAL INFORMATION

Confidential information shall include (but not be limited to) information of a confidential nature relating to policies and policyholders and the business affairs, strategies, commercial and technical knowledge of the parties.

CONSENT OF THE DATA SUBJECT

Any freely given, specific, informed and unambiguous indication of the data subject’s wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her.

CORPORATE PERSONAL DATA

Any Personal Data Processed by a contracted Data Processor and/or Sub-Processor on behalf of the Data Controller or Corporate Group Member of the Data Controller pursuant to or in connection with the relevant Administrative Agreements including but not limited to the signatories to the Administrative Agreement(s) and the present DPA, and any Confidential Information which relates to the Parties’ businesses and/or customers or employees of the Parties.

CROSS-BORDER PROCESSING

Processing of Personal Data that takes place in the context of the activities of establishments in more than one Member State of a Data Controller or Data Processor in the European Union where the Data Controller or Data Processor is established in more than one Member State; or processing of Personal Data which takes place in the context of the activities of a single establishment of a Data Controller or Data Processor in the European Union but which substantially affects or is likely to substantially affect Data Subjects in more than one Member State.

DATA

Personal data, sensitive data and other information made available by the Data Controller to the Data Processor or made available by the Data Processor to Data Controller in connection with the Agreement, and any other data and information processed by the Data Processor in connection with the Agreement, including the personal data of the signatories to the Agreement and the present Addendum, and that which relates to the Parties’ businesses and/or customers or employees of the Parties.

DATA CONTROLLER

Natural or legal person, public authority, agency or other body which alone or jointly with others, determines the purposes and means of the processing of Personal Data. The role of Controller is not determined by who collects the data or who access to them, but by who determines the purposes and the means of the processing. Legal Entities without own legal personality may be controllers different from the parent company where they determine the purposes and means of

the processing performed on their behalf. Where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

DATA PROCESSING OR PROCESS

Any operation or set of operations which is performed by a Data Processor on behalf of a Data Controller, on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

DATA PROCESSOR

A natural or legal person and/or legal entity, public authority, agency or other body which processes Personal data on behalf of the Data Controller. Existence of a Processor depends on a decision taken by the controller, who can decide either to process data within his organization or to delegate all or part of the processing activities to an external organization.

Defining elements:

- Separate legal entity
- Processing of data on behalf of the controller
- Processor is called to implement the instructions given by the controller at least with regard to the purpose of the processing and the essential elements of the means

DATA PROTECTION LAW

All applicable current and/or future international, regional, federal, or national Data Protection Laws, regulatory guidance, legislation, statutes, codes, regulations, recommendations and/or opinions issued by a relevant data protection authority, in any jurisdiction, relating to the Processing of Personal Data, including the privacy and security of Personal Data, including Amended French Data Protection Act no. 78-17 of 06.01.1978 on Information Technology, Data Files and Civil Liberties and, in particular, the General Data Protection Regulation 2016/679 of 27 April 2016 and any European Union or EU Member State legislation, regulation, recommendation or opinion replacing, adding to or amending, extending, repealing or consolidating the Data Protection Law relating to the requirements on collection, processing and use of Personal Data by Data Processors on behalf of Data Controllers.

DATA PROTECTION SUPERVISORY AUTHORITY

An independent public authority which is established by a Member State pursuant to Article 51 of the Regulation; a supervisory authority which is concerned by the processing of personal data because:

- the controller or processor is established on the territory of the Member State of that supervisory authority; data subjects residing in the Member State of that supervisory authority are substantially affected or likely to be substantially affected by the processing; or
- a complaint has been lodged with that supervisory authority; The French Data Protection Authority (Commission Nationale de l'Informatique et des Libertés), hereinafter referred to as the "CNIL") is the French Supervising Authority. The CNIL is an independent administrative authority responsible for ensuring that information technology remains at the service of citizens, and does not jeopardise human identity or breach human rights, privacy, or individual or public liberties. It supervises enforcement of Data Protection Agreement and frequently issues decisions and guidelines relating thereto. www.cnil.fr/english/

DATA SUBJECT

The identified or identifiable natural living person to whom the personal data relates; an identifiable natural living person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

DATA SUBJECT REQUEST

A request from a Data Subject for access to, correction, amendment, transfer or Deletion of the Personal Data of the person.

DATA TRANSFERS OUTSIDE THE EEA

The processing or disclosure of the personal data to any party who carries on business, outside of the European Economic Area (EEA) in compliance with applicable data protection laws. The use of standard contractual clauses in Data Transfer Agreements entered into between Parties or any other third-parties upon approval of the Data Controller for the transfer of Personal data outside of the EEA (Commission Decision 2010/87/EU), or any replacement clauses subsequently approved

by the European Commission shall be required. All data processing will be in accordance with the terms and conditions stipulated in all Data Transfer Agreements providing the Information on Personal Data Processing required by GDPR articles 13 and 14.

IDENTIFIABLE NATURAL PERSON

Natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, as defined in GDPR, Article 4.1

INFORMATION SYSTEM

Any structured set of Personal Data which are accessible according to specific criteria, whatever the form or method of its creation, storage, organisation and access. It may be comprised of any one or more kinds of Support (eg: data bases, physical files, computer directories, etc)

LEGAL ENTITIES (GROUP OF)

In respect to either Party, a related legal entity is: a controlling legal entity and its controlled legal entities:

- (a) a controlling corporate body;
- (b) a controlled corporate body affiliate; or
- (c) a controlled corporate body affiliate of a controlling corporate body.

For the purposes of this definition:

- Corporate Body Affiliate means a legal entity that owns or controls, is owned or controlled by, or is or under common control or ownership with Company where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;
- Corporate Group Member means Corporate Body or any Corporate Body Affiliate;
- Corporate Personal Data means any Personal Data Processed by a Contracted Processor on behalf of a Corporate Group Member pursuant to or in connection with the relevant Administrative Agreements;

One corporate body controls another when at the relevant time:

- (a) it owns either directly or indirectly or is otherwise in a position to cast, or control the casting of, not less than 50% of the shares entitled to vote at general meetings of that other corporate body; or

- (b) it controls the composition of a majority of the board of that other corporate body.

PSEUDONYMISATION

The processing of personal data in such a manner that the personal data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the personal data are not attributed to an identified or identifiable natural person.

PERSONAL DATA

Any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

PERSONAL DATA BREACH

Breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.

RECIPIENT

A natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not. However, public authorities which may receive personal data in the framework of a particular inquiry in accordance with Union or Member State law shall not be regarded as recipients; the processing of those data by those public authorities shall be in compliance with the applicable data protection rules according to the purposes of the processing;

REGULATOR

As applicable, any person or law enforcement or other agency having Regulatory, supervisory or governmental authority (whether under a statutory scheme or otherwise) over all or any part of the Processing of Personal Data in connection with the provision or receipt of the Services, including, without limitation, the European Data Protection Supervisory Authorities.

SENSITIVE DATA

Personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose

of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

- 'genetic data' means personal data relating to the inherited or acquired genetic characteristics of a natural person which give unique information about the physiology or the health of that natural person and which result, in particular, from an analysis of a biological sample from the natural person in question;
- 'biometric data' means personal data resulting from specific technical processing relating to the physical, physiological or behavioural characteristics of a natural person, which allow or confirm the unique identification of that natural person, such as facial images or dactyloscopic data;
- 'data concerning health' means personal data related to the physical or mental health of a natural person, including the provision of health care services, which reveal information about his or her health status;

SUB-PROCESSOR

Any Third Party subcontractor (excluding employees of a Data Controller or any employees of a sub-contractor of a Data Controller) appointed on behalf of a Data Controller by a Data Processor to Process Personal Data -also may be referred to as a Contracted Sub-Processor or Subcontractor for purposes of applicable Data Protection Laws. For the purposes of applicable Data Transfers Outside the EEA, as stipulated herein, a contracted Sub-Processor means any processor engaged by a Data Importer or by any other Sub-Processor of the Data Importer who agrees to receive from the Data Importer or from any other Sub-Processor of the Data Importer Personal Data exclusively intended for Processing activities to be performed on behalf of the Data Exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract.

STANDARD CONTRACTUAL CLAUSES

The contractual clauses stipulated in a Data Transfer Agreement executed by and between a Data Controller and a Data Processor and/or a Data Controller and a Data Controller, transferring Personal Data from the EEA to a Data Processor or other Data Controller in a Third Country, which is subject to the Data Protection Laws of a given country or territory, to reflect (to the extent possible without material uncertainty as to the result) any change (including any replacement) made in accordance with those Data Protection Laws in particular pursuant to the European Commission's decision of 5 February 2010 on

Standard Contractual Clauses for the transfer of Personal Data to processors established in Third Countries.

TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

Those measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of Data over a network, and against all other unlawful forms of processing. Third Country(ies)

A country or Recipient: (i) not recognized by the European Commission as providing an adequate level of protection for Personal Data; and (ii) not covered by a suitable framework recognized by the relevant authorities or courts as providing an adequate level of protection for Personal Data.

THIRD PARTY

A natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data;

Contact

24/7 customer service

Our customer service team is available 24/7 to assist you with all questions related to your policy and in the event of an emergency.

Toll-free	800-70605000
Phone	+357-22007080
WhatsApp	+357-99066067
Email	csr@passportcard.com.cy

PassportCard



www.passportcard.com.cy

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Its registered address is at 7 Florinis Street Greg Tower, 6th Floor, 1065 Nicosia, Cyprus.

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