

# Indigo Expat – Assistance, RC & IA Contract Information Notice



**Contract n°FR025648TT**

subscribed by the **Association Coopération, Mobility et Expatriation (ACME)**,  
through **Assurances et Conseils Moncey**,  
with **TOKIO MARINE Europe S.A. (Tokio Marine HCC)**

 **acme**

 **MONCEY**  
ASSURANCES & CONSEILS

 **TOKIOMARINE**  
HCC

**Contractuel Document**

**SUMMARY OF THE COVERAGES OF THE INDIVIDUAL ACCIDENT POLICY N° FR025648TT  
ASSOCIATION COOPERATION MOBILITY AND EXPATRIATION (ACME)  
VALID INFORMATION NOTICE IN ACCORDANCE WITH ARTICLE L141-4 of the French  
Insurance Code**

**INSURER**

**Tokio Marine Europe S.A. (Tokio Marine HCC)**  
36 rue de Châteaudun  
CS 30099  
75441 Paris Cedex 09

**DEFINITIONS**

**Insurgé persons**

The Participant, the individual as such or, if the Participant is a Legal Person, its designated employees.

The member thus referred to in the registration form for the Group contract is insured in the event of physical injury following an accident and is entitled to the payment of guaranteed insurance benefits or the implementation of Assistance services.

The expatriate insured in international mobility:

- Is a national of a Member State of the European Union to a country other than that of his country of origin,
- Is a national of a country that is not a member of the European Union and resides in a member country of the European Union,
- Is under 70 years of age.

The members of their families have the status of Insured, when they accompany the Member during his international mobility.

**Accident**

Any unintentional bodily injury suffered by the victim and which is caused by a sudden and external event. This definition is extended to cover pathological conditions which would be a direct consequence of this bodily injury.

***The following are considered accidents:***

- injuries caused by fire, scalding steam, acids and corrosives, lightning and electric current;
- asphyxiation by immersion and asphyxiation by unintentional inhaling of gas or vapour;
- consequences of poisoning and bodily injuries due to unintentional ingestion of toxic or corrosive substances;
- sunstroke, congestion and freezing resulting from shipwrecks, forced landings, collapses, avalanches, floods or any other events of an accidental nature;
- direct consequences of animal bites or insect stings, excluding diseases (such as malaria and sleeping sickness), the original cause of which can be attributed to such bites or stings;
- injuries which may be sustained when deep sea diving, including those due to cold shock or a decompression phenomenon;

-bodily injuries resulting from assaults or attacks suffered by the Insured, unless proven that they took an active part as perpetrator or instigator of these;

-physiological consequences of surgical operation provided that they were required by an accident included in the cover.

-Accidental falls not caused by a health issue.

***The following are not considered accidents:***

-aneurism, myocardial infarction, cerebral embolism, epileptic fits, subarachnoid haemorrhage.

**Adherent**

The Natural Person who is a national of a Member State of the European Union to a country other than that of his country of origin, or a national of a non-Member State of the European Union to a Member State of the European Union, who accedes to the Conventions of this Group contract by having expressed his willingness to accede by signing the accession form made available to him and paying the agreed contribution.

**Assault**

Any bodily injury that is not intentional on the part of the INSURED, caused by a voluntary, sudden and brutal action by another person or group of people.

**Year of insurance**

Period between the effective date of the contract and its first maturity date or between two main maturity dates.

**Terror Attack**

Any criminal or illegal attempt against people, rights, property and even collective feelings, when the latter are recognised and protected by law.

**Endorsement**

Agreement concluded between the Subscriber and the Insurer and recording the amendments made to the contract.

**Beneficiary(ies)**

The person or persons who receive the amounts due for a claim from the Insurer.

In the event of the death of the Insured, and unless another person has been designated by the Insured, the amount due shall be paid to:

- if the INSURED is married: his/her spouse not separated or living apart, or divorced, failing this his/her children born or to be born, living or represented, failing this to his/her heirs,
- if the INSURED is a signatory to a PACS (Civil partnership agreement), his/her partner, failing this his/her heirs,
- if the INSURED is widowed or divorced: his/her children failing this his/her heirs,
- if the INSURED single: his/her heirs.

In all other cases the amounts are paid to the Insured who suffered the accident.

### **Collective group contract with membership**

A group in which all persons are covered by the contract by means of an affiliation form. The Insured are identified either by their name or by their membership in a legal entity. The coverage is acquired by an Insured as soon as he belongs to the insured group.

Country of origin: the country of nationality of the Insured or the country of habitual residence preceding the departure on mission abroad and for which he is a national (subject to the legislation of the country).

### **Forfeiture**

Loss by the Insured of his right to compensation.

### **Riot**

A riot is understood as any tumultuous movement in which a part of the population fights against the authorities maintaining public law and order.

### **Abroad**

This refers to the whole world except the Insured's Country of Origin.

### **Exclusion**

A risk that is not covered.

### **Random event**

A future, uncertain event outside the Insured's control.

### **Expatriate in international mobility**

Natural person temporarily residing outside his country of origin.

### **Harmful Event**

A harmful event is one that constitutes the cause creating the damage.

A group of harmful events with the same initial cause is considered one single harmful event.

### **France**

These are Metropolitan France and the French overseas departments.

### **Deductible**

The set fixed amount which remains payable by the Policyholder or Insured, in the event of a compensation. The deductible may also be expressed by day or by rate.

### **Hold-up**

Any armed robbery, organised with a view to rob a bank, post office, jewellers, or a business ...

### **Compensation**

Payment of an amount of money by the Insurer to the Insured or a third party due to a risk covered under the Policy. The rules for calculating the compensation are set by the special agreements, appendices and the Table of Guarantees.

### **Permanent Infirmary**

Presumed permanent impairment of the Insured's physical capacities.

Its importance is quantified by a rate determined by reference to the scale provided for in the Table of Guarantees.

### **Disease**

Any alteration in health observed by a competent medical authority.

### **Family Member**

The Insured's Spouse

- The married spouse of the Principal Insured, or
- The partner of the Insured with whom he has concluded a Civil Solidarity Agreement (PACS), or equivalent civil union
- The notorious cohabitant of the Principal Insured, meeting with the latter the following two cumulative conditions:
  - That they are both free of any matrimonial ties,
  - That the cohabitation has been declared by the Insured with the production of a certificate legally recognized by a competent authority in the country of cohabitation or a proof of common residence or a certificate on the honour of living together for at least 6 months. The termination of the cohabitation status must be declared in writing by the Insured.

Only one person will be cared for as a Beneficiary.

In the event of divorce or legal separation, termination of partnership or end of cohabitation, the insurer must be notified in writing by the Insured as soon as the event is known.

The Insured's Dependent Child(ren)

- The children of the Insured and/or his Spouse, who are neither married nor in a contractual relationship, are at least fiscally dependent on the Insured and who are:
  - minors (i.e. under 18 years of age), or
  - whatever their age: if they hold a disability card (Article L. 241-3 of the Code of Social Action and Families or equivalent provision) or a disability card issued by the competent local authorities (proof of disability and its persistence must be provided), or
  - or if they meet the following cumulative conditions:
    - be under 24 years of age,
    - not be employed or not benefit from own resources by virtue of their work (except, when they are pursuing studies, in the case of occasional employment of less than three months' duration).

If the Insured does not fall under the French tax system, the status of dependent children defined above is assessed using the criteria of French tax legislation.

To be considered Insured, the Rights holders must be listed on the membership certificate. The benefits cease for the beneficiaries as soon as they no longer meet the conditions defined above, and in any event on the same date as for the Member. Any change in circumstances must be reported to MSH International.

### **Popular movements**

All movements and unarmed actions caused by a large number of people. The following in particular are considered popular movements: mass movements, and peaceful gatherings and assemblies.

## Nullity

Retroactive termination of the Policy. A null contract is deemed as never having been executed, The Insurer returns the premiums (excepting bad faith by the Insured or the Policyholder). The Policyholder shall reimburse the compensation received.

## Country of origin

Country for which the insured person holds a valid passport or country of the insured person's main residence.

## Country of principal residence or expatriation

Country in which you and your dependants (if applicable) live for more than six months of the year.

## Premium (or contribution)

The amount that the policyholder must pay for the guarantees provided by the contract.

## Prescription

Termination of right, both for the Insurer and the Insured, to undertake any actions deriving from the insurance Policy, unless commenced within a time period; the start point and duration of which are set by article L114-1 of the Insurance code.

## Termination

Termination of the Policy by decision of the Insurer or the Policyholder.

## Risk

An event likely to cause damage or property exposed to this event.

## Risks of war or exception risks

A foreign war is a state of hostility between sovereign states or different people. A civil war is a state of general hostility between citizens of one same country. These are the following risks: hostility, reprisals, torpedoes, mines and any other weapons of war and generally any accident or fortune of war, as well as any act of sabotage or terrorist act of a political nature or related to war, as well as any capture, taking, arrest, seizure, restraint or detention by any government or authority.

## Claim

A claim is any amicable or disputed claim for compensation, by a third party or his beneficiaries and sent to the Insured or his/her insurer.

## Subscriber (or main subscriber)

The person designated in this capacity on the Membership Certificate, who signs the contract and undertakes to pay the contributions.

## Private life

The INSURED's private life is understood as any activity carried out outside his/her professional life in particular when he/she is going about his/her domestic activities.

## Professional life

Professional life is understood as the period during which, under the authority and subordination of his/her employer, the Insured carries out his/her work contract for the employer's time and on the location.

## You

The Lead Member

## SCOPE OF COVER

The guarantees of the Group policy apply worldwide, both during the Insured's private life and during his professional life, throughout the duration of his secondment or expatriation.

The guarantees are then acquired, 24 hours a day, throughout this period.

However, it is specified that the Civil Liability coverage only applies during the Insured's private life.

## PURPOSE OF THE INSURANCE

The purpose of the contract is to guarantee the payment of those benefits defined below, which are provided for and the amount of which is set out in the Table of Benefits, in the event of a bodily accident that may affect the Insured.

### **This warranty is void:**

- when a prohibition to provide an insurance contract or service is imposed on the Insurer by reason of a sanction, restriction or prohibition provided for by laws and regulations,
- OR
- when the insured goods and/or activities are subject to any sanction, restriction, total or partial embargo or prohibition provided for by laws and regulations.

## EXCLUSIONS

**BY DEROGATION OR NOT TO THE ANNEXED GENERAL CONDITIONS, THE FOLLOWING EXCLUSIONS ARE THE ONLY ONES APPLICABLE:**

**ACCIDENTS CAUSED OR INTENTIONALLY CAUSED BY THE INSURED, THE CONSEQUENCES OF HIS SUICIDE CONSUMES OR ATTEMPTS, AS WELL AS ACCIDENTS CAUSED BY THE USE OF DRUGS OR STUPEFYING DRUGS NOT MEDICALLY PRESCRIBED.**

**ACCIDENTS OCCURRING DURING THE USE AS A PILOT OR CREW MEMBER OF AN AIRCRAFT ALLOWING TRAVEL IN THE AIR OR DURING THE PRACTICE OF SPORTS CARRIED OUT WITH OR FROM THESE AIRCRAFT.**

**ACCIDENTS CAUSED BY THE PRACTICE OF A SPORT IN A PROFESSIONAL CAPACITY.**

**THE PRACTICE OF ANY SPORT REQUIRING THE USE OF MECHANICAL MOTORIZED EQUIPMENT, WHETHER AS A PILOT OR AS A PASSENGER. BY THE PRACTICE OF A SPORT, WE MEAN TRAINING, TESTING, AS WELL AS PARTICIPATION IN SPORTING EVENTS OR COMPETITIONS.**

**THE PRACTICE OF SPORTS WITH DANGEROUS CHARACTERISTICS SUCH AS: MOUNTAINEERING,**

**ROCK CLIMBING, SCUBA DIVING EXCEPT APNEA AT LESS THAN 50 METRES, SPELEOLOGY, SKELETON, SKI JUMPING, BOBSLEIGH, BUNGEE JUMPING, RAFTING, CANYONING, JET-SKIING, KITE-SURFING AS WELL AS THE FOLLOWING SPORTS WHEN THEY ARE PRACTICED OFF-PISTE: SKIING, CROSS-COUNTRY SKIING, LUGE AND SNOWBOARDING.**

**THE PRACTICE OF SAILING AND PLEASURE BOATING ON THE HIGH SEAS.**

**THE EXERCISE OF ANY PROFESSIONAL ACTIVITY ON AN OIL PLATFORM.**

**ACCIDENTS CAUSED OR CAUSED BY THE INSURER WHEN THE LATTER IS THE DRIVER OF A VEHICLE AND HIS ALCOHOL LEVEL IS HIGHER THAN THE RATE FIXED BY THE LAW GOVERNING MOTOR TRAFFIC IN THE COUNTRY WHERE THE ACCIDENT TAKES PLACE.**

**ACCIDENTS RESULTING FROM THE INSURER'S PARTICIPATION IN A FIGHT (EXCEPT IN CASES OF SELF-DEFENCE OR ASSISTANCE TO A PERSON IN DANGER), A DUEL, A CRIME OR A CRIMINAL ACT.**

**ACCIDENTS CAUSED BY CIVIL OR FOREIGN WAR, DECLARED OR NOT.**

**ACCIDENTS CAUSED BY IONISING RADIATION EMITTED BY NUCLEAR FUELS OR RADIOACTIVE PRODUCTS OR WASTE, OR CAUSED BY WEAPONS OR DEVICES INTENDED TO EXPLODE BY ALTERING THE STRUCTURE OF THE ATOMIC NUCLEUS.**

**IS ALSO EXCLUDED FROM THE COVERAGE, ANY PERSON WHO INTENTIONALLY CAUSES OR CAUSES THE LOSS.**

## **NATURE OF THE COMPENSATION**

### **DEATH**

If, within a maximum period of 24 months from the date of the accident of which the Insured was the victim, the accident results in death, we guarantee the payment of the capital, the amount of which is fixed in the Table of Benefits, to the benefit of the person or persons designated as beneficiaries, together.

When, prior to death, the same accident has given rise to the payment of compensation for permanent disability in accordance with the following conditions, the capital shall be reduced by the amount of this compensation.

The officially recognized disappearance of the Insured's body at the time of the sinking, disappearance or destruction of the means of transport in which it was travelling shall create a presumption of death at the end of the period of one year from the date of the accident.

However, if it is established at any time after the payment of an indemnity for the disappearance of the Insured, that the latter is still alive, the sums unduly paid in this respect shall be reimbursed in full.

### **PERMANENT DISABILITY**

When the accident results in permanent disability, we pay the Insured a benefit, the maximum benefit, corresponding to the rate of 100% of the attached schedule, is set out in the Table of Benefits.

If the disability is only partial, the Insured is entitled to only a fraction of the benefit proportional to the degree of disability.

Disabilities not listed are compensated according to their severity compared to the cases listed.

The indemnity is of a fixed and contractual nature: it is determined in accordance with the rules set out above, without taking into account the age or profession of the Insured.

The degree of disability shall be established at the time when the definitive consequences of the accident can be determined with certainty, and at the latest, unless otherwise agreed between the Insured and us, at the end of the one-year period from the day of the accident.

There is no accumulation of death and disability benefits when they result from the same accident.

### **MULTIPLE DISABILITIES**

Where the same accident causes several distinct disabilities, the main disability shall first be assessed under the conditions provided for above, the other disabilities being then estimated successively, in proportion to the remaining capacity after the addition of the previous ones, without the overall rate exceeding 100 %.

The absolute functional incapacity of a limb or organ is considered as the loss of that limb or organ.

The loss of limbs or organs out of service before the accident does not give rise to any compensation. If the accident affects an already disabled limb or organ, the compensation will be determined by the difference between the state before and after the accident. Under no circumstances may the assessment of injuries resulting from the accident be increased by the state of infirmity of limbs or organs that were not affected by the accident.

Nervous disorders and nerve damage may be taken into consideration, insofar as they would constitute the consequence of a guaranteed accident, only if they result on examination in clearly characterised clinical signs.

### **SEARCH AND RESCUE COSTS**

If mentioned in the Table of Benefits, the Insurance applies, up to the amount set out in the said Table of Benefits, to the reimbursement of search and rescue expenses that may be incurred by the Insured if he/she is reported missing or at risk, provided that:

1. Search or rescue operations are carried out by public or private rescue organisations or by isolated rescuers in order to assist the Insured;
2. Search or rescue operations are undertaken following an accident included in the coverage of this contract.

However, in the event that the Insured has not been involved in an accident, but has nevertheless been reported missing or at risk in such circumstances that the search or rescue costs would have been covered if

he had been the victim of an accident, these costs will be reimbursed up to half the amount set out in the Special Conditions.

### **ADAPTATION OF HOME and/or VEHICLE**

If mentioned in the Table of Benefits, in the event of a PARTIAL PERMANENT INFIRMITY greater than 33% of the Insured following an accident covered by the contract and requiring the adaptation of his home and/or vehicle, we will cover these expenses on presentation of proof and up to a maximum of 10% of the capital provided for under the INFIRMITE coverage, with a maximum set in the said Table of Benefits.

### **DAILY INDEMNITY IN CASE OF COMA**

When mentioned in the Table of Benefits, if, following an accident and subject to the exclusions provided for, an Insured Person is in a coma for an uninterrupted period of more than 10 days, the insurer will pay the beneficiary (ies), at the end of this period, an advance on capital provided for in DECES or INFIRMITE. This is an indemnity from the 10th day of coma and for a maximum period of 365 days equal to the amount indicated in the Table of Benefits.

In the event of the Insured's subsequent death as a result of this accident, the Insurer will pay the beneficiary (ies) the balance of the expected capital.

In the event of the Insured's survival, this advance will remain his property.

In the event of total or partial Infirmité, following this accident, the Insurer will pay the insured the balance of the scheduled capital.

By coma is meant any state characterized by the loss of the functions of relationships (consciousness, mobility, sensitivity) with preservation of vegetative life (breathing, spontaneous blood circulation) declared by a medical authority authorized to perform its functions in France.

To implement the coverage, the Subscriber or beneficiary (ies) will send the company, at the end of the 10 days, a medical certificate attesting to the Insured's uninterrupted coma status.

### **BENEFICIARIES IN THE EVENT OF DEATH**

In accordance with the General Terms and Conditions, in the event of the INSURANCE'S DEATH, and unless otherwise specified by the holographic designation of the INSURANCE to the Company, it is specified that the BENEFICIARIES of the capital provided for this purpose shall be:

- if the INSURER is married: his spouse not separated from his body at his wrongs, nor divorced, failing which his children born or to be born, alive or represented, failing which his heirs,
- if the INSURER is a signatory of a PACS, his partner, or in the absence of his heirs,
- if the INSURER is widowed or divorced: his children or his heirs,
- if the INSURER is single: his heirs.

### **LIABILITIES**

The maximum capital guaranteed on the life of an insured person may not exceed the sum of 10,000 Euros.

It is formally agreed that in the event that the coverage is exercised in favour of several insured victims of the same accident caused by the same event, and when the aggregate amount of Death and Disability benefits purchased exceeds the sum of 5,000,000 Euros, the Insurer's coverage shall be limited to this sum for the total amount of Death and Permanent Disability benefits for victims of the same accident.

### **MAINTENANCE AND TERMINATION OF GUARANTEES**

For each Insured, the coverage will automatically cease:

- on the date on which the relationship between the Insured and the Subscriber is severed, i.e. the day on which the Insured ceases to be part of the insurable group;
- on the date of termination or non-renewal of the contract. However, in the case of a mandatory group contract, we must maintain the benefits, without any condition of probationary period or medical examination or questionnaire, for the benefit of Insureds who request it before the end of the notice of termination period.

In the case of a group contract with optional membership, the benefits may only be maintained under the above conditions after the expiry of a period of two years following the Insured's membership.

- in any case, at the end of the insurance year in which the Insured has reached the age of seventy.

### **CLAIMS REPORTING**

In the event of a claim, it is important that we are promptly and fully informed of the circumstances in which it occurred and its possible consequences.

### **FORM AND INFORMATION REQUIRED**

**The Insured or his successors in title, yourself if applicable, or any agent acting on their behalf are required to report any claim, in writing or orally against receipt, to our Head Office or to our designated contract representative within fifteen days of the date on which they became aware of it.**

**If the claim is not reported within the time limit provided for above, except in the event of unforeseen circumstances or force majeure, we may claim forfeiture of coverage if we can establish that the delay in reporting has caused us damage (Article L.113-2 of the Insurance Code).**

In addition, they must provide us with this declaration with all information on the seriousness, causes and circumstances of the incident and, if possible, the names and addresses of the witnesses and perpetrators responsible.

The declaration of the claim must include in particular:

- the date, circumstances and location of the accident;
- the surname, first name, date of birth, address and profession of the victim(s);

-the initial medical certificate describing the nature of the injuries or wounds and their likely consequences;  
-where applicable, the police or gendarmerie report, the names and addresses of the author of the accident and any witnesses.

The victim or his or her dependants must make every effort to limit the consequences of the accident and in particular to seek medical care required by the victim's condition.

The representatives and doctors, appointed by us, will have, unless there is justified opposition, free access to the victim and his attending doctors to ascertain his condition. **Any intentional false declaration on the date or circumstances of an accident, duly recorded and likely to cause us damage, shall result in forfeiture of the right to compensation which, if it has already been paid, must be reimbursed to us.**

## CONTROL

The Insured has the obligation to submit to the examination of the doctors delegated by us, our representatives will have free access to him whenever we consider it useful, under penalty for the Insured or for any beneficiary to incur the forfeiture of their rights in the event that, without valid reason, they would refuse to allow the control of our delegates or would hinder the exercise of this control if, after giving forty-eight hours' notice by registered letter, we encounter a persistent refusal or remain prevented from exercising our control.

Any fraud, withholding or misrepresentation by you or the beneficiary of the indemnity, intended to mislead us as to the circumstances or consequences of a claim, will result in the loss of any right to indemnification for the claim in question.

## COMPENSATION PAYMENT

### DETERMINATION OF THE CAUSES AND CONSEQUENCES OF THE ACCIDENT

The causes of the accident and its consequences, the rate of disability, the duration of the temporary total or partial incapacity, shall be established by agreement between the parties or, failing agreement, by two doctors each appointed by one of the parties. In the event of a discrepancy, they shall appoint a third doctor to decide between them; if they do not agree on the choice of the latter, or if one of the parties fails to appoint its expert, the appointment shall be made at the request of the most diligent party by the President of the Regional Court of the Insured's domicile with exemption from oath and all other formalities.

Each party shall keep at its own expense the fees and expenses relating to the intervention of the doctor it has designated, those required by the possible intervention of a third doctor being shared equally between them.

### INDEPENDENT AGGRAVATION OF THE ACCIDENTAL EVENT

Whenever the consequences of an accident are aggravated by the constitutional state of the victim, by a

lack of care due to his negligence or by empirical treatment, by a pre-existing illness or infirmity and in particular by a diabetic or hematic state, the compensation due shall be determined on the basis of the consequences that the accident would have had for a valid and normal health subject undergoing rational treatment.

## PAYMENT

Guaranteed indemnities are payable:

-In the event of death and permanent disability, within one month of the submission of supporting documents proving the accidental death of the Insured and the status of the beneficiary, or the agreement of the parties on the degree of disability.

- If the parties fail to agree, the compensation will be paid within fifteen days of the court decision becoming enforceable.

## ASSISTANCE AGREEMENT

### DEFINITIONS

#### Accident

Any bodily injury, unintentional on the part of the Insured, resulting from the sudden action of an external cause.

Food poisoning is considered an accident

#### Insured

The natural person or persons designated in the Membership Certificate and covered by the guarantee.

#### Assistant provider

##### TOKIO MARINE ASSISTANCE, Who bears the risk.

Assistance services are managed by:

VYV International Assistance - LLT Consulting  
3 Promenoir de la corvette - 17 000 La Rochelle, France  
SIREN 828 002 188 R.C.S. La Rochelle  
RC CGPA RCP76612 - ORIAS N° 17 004 577

#### Beneficiary

The natural person or persons named on the Membership Certificate and covered by the guarantee.

#### Geographical coverage

Worldwide, with no kilometre deductible (unless otherwise agreed in the Table of Benefits).

#### Residence

Principal place of residence.

#### Bodily injury

Any bodily injury suffered by a natural person and the resulting damage.

#### Deductible

Part of the compensation to be paid by the beneficiary.

#### Disease

Health impairment noted by a medical authority, requiring medical care and the absolute cessation of all professional or other activities.

**Chronic disease:** a disease that progresses slowly and over time.

**Serious illness:** a life-threatening disease.

### **Family members of the family**

A family member is defined as a spouse or partner living in the same household, a child, a brother or sister, a father, a mother, a step-parent, a grandparent, a grandchild, a brother-in-law or a sister-in-law.

### **Scope of Application**

Professional life. By extension, and if provided for in the Table of Benefits, coverage can be extended to privacy.

### **Validity over time**

The assistance product has the same validity over time as the insurance contract to which it is linked (Membership Certificate).

## **PERSONAL ASSISTANCE**

### **PREAMBLE**

TOKIO MARINE ASSISTANCE may not under any circumstances, act in lieu of local emergency assistance organisations.

In any case, the doctor for TOKIO MARINE ASSISTANCE, has the exclusive right to decide on assistance, after having contact with the doctor treating the Insured and, if required, with the family of the Insured.

### **IN THE EVENT OF ILLNESS OR ACCIDENT**

#### **Repatriation or medical transport**

If the Insured's condition requires medical care or specific examinations that cannot be carried out on site, TOKIO MARINE ASSISTANCE organizes and takes care of:

- either transport to a regional hospital centre or to a country likely to provide care;
- or repatriation to the Insured's Home if there is no suitable medical centre nearer.

Depending on the seriousness of the case, repatriation or transport shall be carried out, under medical supervision if necessary, by the most appropriate means: medical aircraft, regular airline aircraft, train, sleeper, ship, ambulance.

In the event that hospitalization on arrival is not essential, transport is provided to the Insured's home.

If the hospitalisation could not be done in an establishment close to home, TOKIO MARINE ASSISTANCE organises and pays, when the state of health allows it, for transport from this hospital to home.

#### **Accompaniment during repatriation or medical transport**

If the Insured is transported under the conditions defined in paragraph 1 "Repatriation or medical transport" and if he is not accompanied by a doctor or nurse, TOKIO MARINE ASSISTANCE organizes and pays for the travel of a person on site to accompany the Insured.

#### **Transport costs for insured family members in the event of repatriation**

If the INSURANCE is transported under the conditions defined in paragraph 1 "Repatriation or medical transport", TOKIO MARINE ASSISTANCE shall organise and pay for the travel of the insured family members who are on site to accompany the INSURANCE, up to the amount shown in the Table of Benefits.

### **Presence at the hospitalized INSURANCE**

TOKIO MARINE ASSISTANCE organizes and pays up to the amount indicated in the Table of Benefits, the stay in a hotel for a person who remains at the bedside of the hospitalized Insured, whose condition does not justify or prevents immediate repatriation.

TOKIO MARINE ASSISTANCE also takes care of the return to metropolitan France of this person (or to his country of residence) if he cannot use the means initially provided for. If the hospitalisation must exceed ten days, and if no one remains at the bedside of the Insured, TOKIO MARINE ASSISTANCE will cover the transport costs from metropolitan France (by 1st class train or economy class plane) of a person designated by the Insured, TOKIO MARINE ASSISTANCE will also organise the stay at that person's hotel up to the amount indicated in the Table of Benefits.

## **BENEFITS IN THE EVENT OF DEATH**

### **Body transport**

TOKIO MARINE ASSISTANCE organizes and pays for the transport of the Insured's body from the place of burial to the place of burial at the Insured's Domicile or in his country of origin.

TOKIO MARINE ASSISTANCE will cover the additional costs necessary to transport the body, including the cost of a coffin up to the amount indicated in the Table of Benefits.

The costs of accessories, ceremonies, burials or cremation in metropolitan France are the responsibility of the families.

In the event of temporary burial, TOKIO MARINE ASSISTANCE organizes and pays for the transport of the body of the Insured to the place of final burial at the Insured's Domicile or in his country of origin, after the expiry of the legal deadlines for exhumation.

### **Other services provided**

TOKIO MARINE ASSISTANCE organizes and pays for the return to the Insured's country of residence or to his country of origin to the place of burial, with the other Insured being on site if they cannot return by the means initially provided.

In the event that administrative reasons require temporary or permanent burial on site, TOKIO MARINE ASSISTANCE organizes and pays for the return transport (by 1st class train or economy class plane) of a family member to travel from his home to the place of burial, as well as his stay in a hotel.

TOKIO MARINE ASSISTANCE also organizes the stay at the hotel of the family member who has to travel and covers the real costs up to a maximum of € 100 TTC per night with a maximum of € 3,000 € TTC.



## LISTENING AND PSYCHOLOGICAL SUPPORT

### The intervention of psychologists

TOKIO MARINE ASSISTANCE puts the Insured in contact with psychoclinical psychologists.

These psychologists, all holders of a DESS in clinical psychology, respond to the call made to them, thanks to a professional, non-oriented, non-sympathetic, non-interventionist listening.

TOKIO MARINE ASSISTANCE organizes and supports a 30-minute telephone interview with a maximum of five times per person per event. Beyond that, the psychologist will refer the Insured to a psychologist in town.

This coverage must be requested within a maximum of six months of the occurrence of a personal injury claim and within one month of the occurrence of a material injury claim at the latest.

**TRAUMAS NOT DIRECTLY RELATED TO AN EVENT COVERED UNDER THE SPECIAL CONDITIONS, CONSULTATIONS RELATED TO ANY FIELD OTHER THAN PSYCHOLOGY (PSYCHIATRIC OR PSYCHOTHERAPEUTIC SUPPORT) AND SIMPLE FRIENDLY COUNSELLING ARE EXPRESSLY EXCLUDED. THE EXCLUSIONS IN THE GENERAL CONDITIONS APPLY TO THE SPECIAL AGREEMENTS.**

## EARLY RETURN

If the Insured has to interrupt his trip:

-In order to attend the funeral of a family member (spouse or partner, direct ascendant or descendant, brother, sister), TOKIO MARINE ASSISTANCE organizes and pays for the transport (by 1st class train or economy class plane) of the Insured from the place of stay to the place of burial in his Domicile or in his country of origin.

-in the event of an unforeseeable and serious accident or illness affecting a family member (spouse or partner, direct ascendant or descendant), TOKIO MARINE ASSISTANCE organizes and pays, with the agreement of the TOKIO MARINE ASSISTANCE doctor, for the transport (by train 1st class or by air economy class) of the Insured to enable him/her to come to the bedside of the relative, to the country of the Insured's Domicile or to his/her home country.

-in the event of major material damage occurring at the Insured's home during a stay in another country, more than 50% of which is destroyed and which requires his presence on the premises, TOKIO MARINE ASSISTANCE organizes and pays for the transport (by 1st class train or by economy class plane) of the Insured to enable him to return home.

Following the early return of the Insured, TOKIO MARINE ASSISTANCE organizes and pays for the return (by 1st class train or economy class plane) of the Insured to his place of stay to allow the return of his vehicle or the other Insured, by the means initially provided.

## ADVANCE OF BAIL AND LEGAL FEES

**This cover only applies outside the country of residence of the Insured.**

In the event of an unintentional breach of the law of the Insured's current country the Insured is required to pay bail, Tokio Marine Assistance shall advance this amount **up to the amount set out in the Special Conditions.**

TOKIO MARINE ASSISTANCE will pay for the solicitor's fees and legal representatives the Insured may need and up to the amount set out in the Table of Benefits. The Insured undertakes to reimburse this advance of bail within thirty days from bail being returned by the authorities.

This service does not cover legal proceedings initiated in the country of origin of the Insured, as a result of events that occurred abroad.

Intentional breaches do not give rise to the "Advance of bail" and "Payment of Legal Fees" Benefits.

## ASSISTANCE IN THE EVENT OF A THEFT, LOSS OR DESTRUCTION OF IDENTITY DOCUMENTS OR MEANS OF PAYMENT

In the event of a Loss or theft of documents while on an assignment, TOKIO MARINE ASSISTANCE will provide advice in the steps to take (filing a complaint, identity renewal, etc.).

In the event of a theft or Loss of means of payment (credit card, chequebook), TOKIO MARINE ASSISTANCE will grant an advance of funds to cover the costs of basic essentials up to the amount set out in the Table of benefits, against payment of the corresponding amount by a Third Party and upon prior approval of the financial institution that issued the means of payment.

## MEDICATION SHIPPING

TOKIO MARINE ASSISTANCE will take all measures to ensure that essential medication for an ongoing treatment is sent, in the event that, following an unforeseeable event, the Insured is unable to obtain this medication or its equivalent. The cost of such medication remains at the expense of the Insured.

## MESSAGE TRANSMISSION

**TOKIO MARINE ASSISTANCE transmits messages of a private nature, intended for the insured when he cannot be contacted directly, for example, in the event of hospitalisation or left by him to the attention of a member of his family.**

## ADVICE ON EVERYDAY LIFE

**From Monday to Friday, between 9 am and 9 pm (except public holidays),** TOKIO MARINE ASSISTANCE will provide the necessary information to the Insured, in the following fields:

- Airports
- International Press
- Airlines
- Currency
- World Trains
- Currency Exchange
- Economic Data on the visited country
- Restaurants
- Administration Information

- Car Rentals
- Embassies
- International Driving Licence
- Visas
- Weather, forecast
- Police/Custom Formalities
- Health, Hygiene
- Time difference
- Immunisation.
- Telephone

## **LIMITATIONS OF TOKIO MARINE ASSISTANCE SERVICES**

The following are excluded:

- any personalised legal consultation or consideration of an individual case,
- any assistance in the drafting of legal documents,
- any dispute handling,
- any payment of expenses, payment of services,
- any advance of funds,
- any medical diagnosis or advice.

In respect of specific financial information, TOKIO MARINE ASSISTANCE will not carry out any comparative review on the quality of contracts, services or rates charged by financial establishments, and shall exclude any presentation of a particular product.

Under no circumstances, will TOKIO MARINE ASSISTANCE provide any answer to a question involving the Law and Practice of Law or express a personal opinion or advice based on legal rules that would help the person receiving the information to make a decision.

**No confirmation will be made in writing and no documents sent in respect of the answers given.**

## **EXCLUSIONS TO BENEFITS :**

**THE FOLLOWING ARE EXCLUDED:**

**-CONVALESCENCES AND ILLNESSES (SICKNESS, ACCIDENT) UNDERGOING TREATMENT NOT YET CURED.**

**-PRE-EXISTING ILLNESSES, DIAGNOSED AND/OR TREATED HAVING REQUIRED HOSPITALISATION IN THE SIX MONTHS PRIOR TO THE REQUEST FOR ASSISTANCE.**

**-TRAVEL UNDERTAKEN LOOKING FOR DIAGNOSIS AND/OR TREATMENT.**

**-PREGNANCY, EXCEPT FOR UNFORESEEABLE COMPLICATIONS, AND IN ANY CASE, FROM THE THIRTY-SIXTH WEEK OF PREGNANCY.**

**-CONDITIONS RESULTING FROM THE USE OF DRUGS, NARCOTICS AND SIMILAR PRODUCTS NOT MEDICALLY PRESCRIBED, ALCOHOL CONSUMPTION.**

**-CONSEQUENCES OF SUICIDE ATTEMPTS.**

**-HARM INTENTIONALLY CAUSED BY THE INSURED OR ARISING FROM HIS/HER PARTICIPATION IN A CRIME, OFFENCE OR FIGHT, EXCEPT IN THE EVENT OF LEGITIMATE DEFENCE.**

**-EVENTS ARISING DURING THE PRACTICE OF DANGEROUS SPORTS (HIKING, TREKKING, ROCK ABSEILING) OR THE PARTICIPATION OF THE INSURED IN SPORT COMPETITIONS, BETS, MATCHES COMPETITIONS, TESTS, RALLIES OR IN THEIR TESTS AND THE ORGANISATION AND COVER FOR ANY SEARCH COSTS.**

**-CONSEQUENCES OF AN INTENTIONAL BREACH OF THE REGULATIONS OF THE COUNTRY VISITED OR OF PRACTICES UNAUTHORISED BY LOCAL AUTHORITIES.**

**-CONSEQUENCES OF IONISING RADIATION FROM NUCLEAR FUEL OR RADIOACTIVE PRODUCTS OR WASTE, OR CAUSED BY ARMS OR MACHINES INTENDED TO EXPLODE BY MODIFICATION OF THE NUCLEAR STRUCTURE OF AN ATOM.**

**-CONSEQUENCES OF A CIVIL OR FOREIGN WAR, OFFICIAL BANS, SEIZURE OR RESTRAINT BY PUBLIC FORCES.**

**-CONSEQUENCES OF RIOTS, STRIKES, PIRACY, IN WHICH THE INSURED IS ACTIVELY INVOLVED.**

**-CONSEQUENCES OF CLIMATIC EVENTS SUCH AS STORMS AND HURRICANES.**

**-COSTS OF SEARCH AND RESCUE FOR PEOPLE IN THE MOUNTAINS, AT SEA OR IN THE DESERT.**

**-COSTS FOR SKI RESCUE, ON-PISTE (AND OFF-PISTE).**

**IN ADDITION TO THE ABOVE EXCLUSIONS AND FOR MEDICAL, SURGICAL, PHARMACEUTICAL AND HOSPITALISATION EXPENSES COVER, THE FOLLOWING ARE EXCLUDED:**

**-COSTS RELATED TO AN ACCIDENT OR ILLNESS DIAGNOSED MEDICALLY PRIOR TO TAKING OUT THE POLICY.**

**-COSTS INCURRED FOR THE TREATMENT OF A PATHOLOGICAL, PHYSIOLOGICAL OR PHYSICAL CONDITION MEDICALLY DIAGNOSED BEFORE THE COVER BECOMES EFFECTIVE, UNLESS ARISING FROM A SEPARATE AND UNFORESEEN COMPLICATION.**

**-COSTS OF INTERNAL, OPTICAL, DENTAL, ACOUSTIC PROSTHETICS, FUNCTIONAL, AESTHETIC OR OTHER, COSTS INCURRED IN METROPOLITAN FRANCE AND IN OVERSEAS DEPARTMENTS OR IN THE COUNTRY OF RESIDENCE OF THE INSURED, WHETHER OR NOT THESE RESULT FROM AN ACCIDENT SUFFERED IN FRANCE OR ANY OTHER COUNTRY.**

**-COSTS OF THERMAL OR HELIO THERAPY, STAYS IN REST HOME, REHABILITATION COSTS.**

## **TOKIO MARINE ASSISTANCE FINANCIAL LIABILITIES**

The organisation of one of the set forth assistance benefits by the Insured's circle shall only be reimbursed provided that TOKIO MARINE ASSISTANCE was advised beforehand.

Expenses are reimbursed on provision of documentary evidence limited to those TOKIO MARINE ASSISTANCE would have incurred in arranging the service. When Tokio Marine Assistance is to organise the early return of the Insured to Metropolitan France (or his/her country of residence) the Insured may be requested to use his/her ticket.

When TOKIO MARINE ASSISTANCE has covered the return costs of the Insured, he/she shall be requested to take the necessary steps for reimbursement of unused tickets and to refund the amount received, to Tokio Marine Assistance within a maximum three months from his/her date of return.

TOKIO MARINE ASSISTANCE will only cover the costs in excess of those that the Insured would have normally

incurred for his/her return to his/her Residence. When TOKIO MARINE ASSISTANCE has covered the return costs of the Insured, he/she shall be requested to take the necessary steps for reimbursement of unused tickets and to refund the amount received, to TOKIO MARINE ASSISTANCE within a maximum three months from his/her date of return.

TOKIO MARINE ASSISTANCE will only cover the costs in excess of those that the Insured would have normally incurred for his/her return to his/her Residence.

When TOKIO MARINE ASSISTANCE has agreed to the change of a destination set in the Policy, its financial liability shall not exceed the amount that it would have paid had the initial destination applied.

When hotel costs are covered, TOKIO MARINE ASSISTANCE will only pay for the actual costs of the hotel room, within the limits set out above and in the Table of Benefits, all other costs are excluded.

## **SUBROGATION**

Any person benefiting from assistance shall subrogate the assistance company and the authorised insurance company in their rights and actions against any liable Third Party up to the amount of costs they incurred within the performance of this Policy.

## **PRESCRIPTION**

Any action arising from the TOKIO MARINE ASSISTANCE guarantee is time-barred within two years of the date of the event giving rise to it. LIMITS

## **APPLICABLE IN CASE OF FORCE MAJEURE**

TOKIO MARINE assistance may not be held responsible for failure to delivering assistance services in the event of force majeure or any of the following: civil or Foreign Wars, known political instability, Civil Unrest, Riots, acts of terrorism/reprisals, restriction of movement of people and property, strikes, explosions, natural disasters, disintegration of the atomic nucleus, nor for delays in the delivery of services resulting from the same causes.

## **IMPLEMENTATION OF GUARANTEES**

Any assistance must be requested directly by the POLICY HOLDER

(or by any person acting on their behalf) using either of the means specified hereafter or risk being inadmissible:

- by telephone: **+ 33 5 86 85 01 15**
- by email: [ops@vyv-ia.com](mailto:ops@vyv-ia.com) for requests for assistance or at [authorization@vyv-ia.com](mailto:authorization@vyv-ia.com) for the care.

## **THIRD PARTY LIABILITY OF EXPATRIATES**

### **DEFINITIONS**

#### **Act of terrorism or sabotage**

Any operation organized in hiding for ideological, political, economic, religious or social purposes and

carried out individually or by a group with a view to attacking the integrity of persons or damaging or destroying property.

### **Year of insurance**

The period between two main contribution deadlines.

o If the effective date of the contract is different from the main maturity date, the first insurance year is the period between the effective date and the first main maturity date.

o If the contract expires or ceases between two main terms, the last insurance year is the period between the last main term date and the expiry or termination date of the contract.

### **Bodily Injury**

Any bodily injury suffered by a natural person and the resulting damage.

### **Property Damage**

Any deterioration or destruction of a thing or substance. Any physical attack on an animal.

### **Consequential Loss**

Any pecuniary loss resulting from the total or partial loss of use of a property or right, the loss of a profit, the loss of customers, the interruption of a service or activity, and which is the direct consequence of physical or material damage covered.

### **Harmful event**

Fact that constitutes the generating cause of the damage.

### **Inexcusable fault**

In the absence of exceptional gravity resulting from a deliberate act or omission, the perpetrator of which must have been aware of the danger, committed in the absence of any justifiable cause, and not involving an intentional element.

An intentional element/intentional fault results from a deliberate intention to harm others.

### **Absolute deductible**

The sum (or percentage) that remains in any case the responsibility of the Insured on the amount of the indemnity due by the Insurer.

The deductible applies per claim, regardless of the number of victims. The deductibles expressed as a percentage apply to the amount of the indemnity due by the Insurer.

### **Country of origin**

Country for which the insured person holds a valid passport or country of habitual residence prior to the international mobility situation

### **Country of principal residence or expatriation**

Country in which you and your dependants (if applicable) live for more than six months of the year.

### **Territorial notion of foreigners:**

This refers to the whole world except the Insured's Country of Origin.

### **Territorial concept of France**

This is Metropolitan France.

### **Accidental pollution**

The emission, dispersion, release or deposition of any solid, liquid or gaseous substance released from the atmosphere, soil or water as a result of a sudden and unexpected event that does not occur slowly, gradually or progressively.

### **Complaint**

Any claim for amicable or contentious compensation, made by the victim of a damage or his beneficiaries and addressed to the Insured or the Insurer.

### **Civil liability**

The legal obligation of any person to compensate for the damage he or she has caused to others.

### **Claim**

Any damage or set of damages caused to third parties, for which the Insured is liable, resulting from a harmful event and giving rise to one or more claims. The harmful event is the one that constitutes the cause of the damage. A set of harmful facts having the same technical cause is considered as a single harmful event.

### **Territoriality of the RC Life Private Guarantee:**

All countries of Expatriation.

### **Third parties**

Any person other than the Insured, the members of his family as defined in the Contract, as well as the ascendants and descendants of the members of the family.

Also included in this definition are persons who occasionally and free of charge take care of the insured's children or animals and employees in the service of the insured.

### **USA :**

The United States of America including in their territories and possessions.

### **Motorised Land Vehicle**

Vehicle that moves on the ground (i.e. not an aircraft or seacraft), not linked to a railway, is automotive (propelled by its own motor power) and which is used for transporting people (even if only the driver) or items.

### **Private life**

The exercise of any activity other than those related to the execution of an Employment, Services or Services contract, and which fall within the "private sphere", in particular domestic, personal and leisure activities.

## **PURPOSE OF THE GUARANTEE**

The Insurer indemnifies the Insured against the pecuniary consequences of civil liability for bodily injury, material and consequential damage caused to Third Parties during his private life.

Private life is defined as any activity of a non-professional nature.

However, the return trip between home and work is covered.

The warranty is extended:

-damage caused by poisoning and poisoning caused by the food or beverages served by the insured person.

-damage suffered by persons employed in his or her domestic personal service by the Insured as a result of inexcusable fault within the meaning of Articles L. 452.2 and L. 452.3 of the French Social Security Code.

### **ARE EXCLUDED:**

**-THE ADDITIONAL CONTRIBUTIONS PROVIDED FOR IN ARTICLES L 242.7. AND L 412.3. OF THE SOCIAL SECURITY CODE OR BY AN EQUIVALENT TEXT IN THE CASE OF A SPECIFIC FRENCH SOCIAL PROTECTION REGIME.**

**-ANY ACCIDENT AT WORK OR ILLNESS DISCRIMINATION), L 122-46 TO L 122-54 (HARASSMENT) AND L 123-1 TO L 123-7 (PROFESSIONAL EQUALITY BETWEEN WOMEN AND MEN) RELATED TO NON-COMPLIANCE WITH THE PROVISIONS OF THE LABOUR CODE PROVIDED FOR IN ARTICLES L 122-45 TO L 122-45-3)**

## **DEFENCE**

The Insurer shall assume the defence of the Insured under the conditions set out below.

In the event of an action involving liability under the coverages of the contract, the Insurer shall defend the Insured in any proceedings which also concern the interests of the Insurer. The guarantee is engaged when the damages claimed exceed the amount of the deductible.

The Insurer directs the defence of the Insured with respect to civil interests. He has the right to exercise legal remedies when the criminal interest of the Insured is not or is no longer in question (with the agreement of the Insured if thermies).

The Insurer's assumption of the defence of the Insured does not constitute a waiver of the Insurer's right to avail itself of any exception to coverage of which it is not aware at the time of such assumption of the defence.

The Insurer shall bear the costs of defence, without any deduction from the amount of coverage for the corresponding damage.

If the amount of damages exceeds the corresponding coverage limit, the Insurer shall bear the costs of defence in proportion to the amount of coverage in relation to the amount of compensation due to the injured third party.

## **EXCLUSIONS**

### **ARE EXCLUDED:**

**ALL CONSEQUENCES OF THE INSURED'S DELIBERATE ACTS.**

**DAMAGES CAUSED BY CIVIL OR FOREIGN WAR, WHETHER DECLARED OR NOT, RIOTS AND CIVIL UNREST, ACTS OF TERRORISM, ATTACKS OR SABOTAGE.**

**DAMAGES CAUSED BY VOLCANIC ERUPTIONS, EARTHQUAKES, STORMS, HURRICANES, CYCLONES, FLOODS, TIDAL WAVES AND OTHER CATAclysms.**

**UNAVOIDABLE DAMAGES BY WILFUL ACT OF THE INSURED AND WHICH DEPRIVES THE INSURANCE POLICY OF ITS RANDOM NATURE, NAMELY ONE THAT COVERS UNCERTAIN EVENTS (ARTICLE 1964 CIVIL CODE).**

**FINES AND ANY OTHER CRIMINAL PENALTY PERSONALLY IMPOSED ON THE INSURED.**

**DAMAGE OCCURRING IN THE UNITED STATES OF AMERICA**

**DAMAGES OR AGGRAVATION OF DAMAGE CAUSED:**

**-BY WEAPONS OR DEVICES DESIGNED TO EXPLODE BY ALTERING THE STRUCTURE OF THE ATOMIC NUCLEUS,  
-BY ANY NUCLEAR FUEL, RADIOACTIVE PRODUCT OR WASTE,  
-BY ANY OTHER SOURCE OF IONISING RADIATION (ANY RADIO-ISOTOPE IN PARTICULAR).**

**CONSEQUENCES OF THE PRESENCE OF ASBESTOS OR LEAD IN THE BUILDINGS OR PROJECTS OWNED OR OCCUPIED BY THE INSURED, WORK INVOLVING RESEARCH, DESTRUCTION OR ABATEMENT OF ASBESTOS OR LEAD, OR USING PRODUCTS CONTAINING ASBESTOS OR LEAD.**

**DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY THE FOLLOWING PERSISTENT ORGANIC POLLUTANTS: ALDRIN, CHLORDANE, DICHLORODIPHENYLTRICHLOROETHANE (DDT), DIOXINS, DIELDRIN, ENDRIN, FURANES, HEPTACHLOR, HEXACHLOROBENZENE, MIREX, POLYCHLORINATED BIPHENYLS (PCB), TOXAPHENE, FORMALDEHYDE OR METHYL TERT-BUTYL ETHER (MTBE).**

**CONSEQUENCES OF CONTRACTUAL OBLIGATIONS ACCEPTED BY THE INSURED AND WHICH WOULD RESULT IN AGGRAVATING HIS LIABILITY IN THE ABSENCE OF THE SAID OBLIGATIONS.**

**DAMAGES RESULTING FROM CARRYING OUT ANY PROFESSIONAL ACTIVITY OR ANY DUTIES CARRIED OUT UNDER SPECIAL ASSIGNMENTS.**

**CONSEQUENCES OF ALL PROPERTY AND PERSONAL INJURY LOSS EVENTS SUSTAINED BY THE INSURED SET FORTH IN ARTICLES 1 AND 2 OF THE PRESENT TERMS AND CONDITIONS.**

**POLLUTION DAMAGES, AS WELL AS UNUSUAL NUISANCE NOISES.**

**DAMAGES FROM NATURAL DISASTER MENTIONED IN ARTICLE L. 211-1 OF THE INSURANCE CODE RELATING TO THE DUTY TO CONTRACT AN AUTOMOTIVE INSURANCE AND CAUSED BY LAND**

**MOTOR VEHICLES, THEIR TRAILERS OR SEMI-TRAILERS OF WHICH THE INSURED HAS THE OWNERSHIP, CUSTODY OR USE (INCLUDING DUE TO FALL OF ACCESSORIES AND PRODUCTS SERVING FOR USE OF THE VEHICLE, AND OBJECTS AND SUBSTANCES THAT IT MAY CARRY).**

**PROPERTY AND CONSEQUENTIAL LOSS CAUSED BY FIRE, EXPLOSION OR FLOODING OCCURRING IN BUILDINGS OWNED, RENTED OR OCCUPIED BY THE INSURED. IT HAS BEEN AGREED THAT TEMPORARY OCCUPATION OF PREMISES FOR DURATION OF LESS THAN 3 CONSECUTIVE MONTHS IS COVERED. THIS PROVISION CONCERNS FOR EXAMPLE OCCUPYING OF "HOLIDAY DWELLINGS BY THE INSURED.**

**THEFTS COMMITTED IN BUILDINGS STATED IN THE PREVIOUS EXCLUSION.**

**PROPERTY DAMAGES (OTHER THAN THOSE LISTED IN THE TWO PREVIOUS EXCLUSIONS) AND CONSEQUENTIAL DAMAGES CAUSED TO GOODS WHOSE KEEP, USE AND STORAGE THE INSURED IS RESPONSIBLE FOR. IT HAS BEEN AGREED THAT THE GOODS WHOSE KEEP, USE AND STORAGE THE INSURED HAS FOR A TEMPORARY PERIOD OF 3 CONSECUTIVE MONTHS ARE COVERED.**

**CONSEQUENCES OF AIR, SEA, RIVER OR LAKE NAVIGATION BY VESSELS WHOSE OWNERSHIP, KEEP OR USE PERTAINS TO THE INSURED.**

**DAMAGES CAUSED BY WEAPONS AND THEIR AMMUNITION WHOSE POSSESSION IS BANNED AND THAT THE INSURED OWNS OR POSSESSES WITHOUT AUTHORISATION.**

**CONSEQUENCES OF PRACTICING HUNTING INCLUDING DAMAGES CAUSED BY DOGS WHILE HUNTING.**

**DAMAGES CAUSED BY ANIMALS OTHER THAN PETS.**

**DAMAGES CAUSED BY DOGS OF CATEGORY ONE(ATTACK DOGS) AND OF SECOND CATEGORY TWO (GUARD AND DEFENSE DOGS), SET FORTH IN ARTICLE 211-1 OF THE RURAL CODE, AND BY WILD SPECIES OF ANIMALS TAMED OR KEPT IN CAPTIVITY, LISTED IN ARTICLE 212-1 OF THE RURAL CODE, WHETHER STRAYS OR NOT, WHOSE OWNER OR KEEPER IS THE INSURED (LAW N° 99-5 OF JANUARY 6, 1999 ON DANGEROUS AND STRAY ANIMALS AND THE PROTECTION OF ANIMALS).**

**CONSEQUENCES:  
OF ORGANISING AND PARTICIPATING IN ATHLETIC COMPETITIONS;  
OF PRACTICING SPORTS AS A LICENCE OF A SPORTS FEDERATION;  
OF PRACTICING AIRBORNE OR NAUTICAL SPORTS.  
OF PRACTICING ALL SPORTS REQUIRING USE OF MECHANICAL DEVICES EQUIPPED WITH MOTORS, EITHER AS DRIVER OR PASSENGER. PRACTICING**

**A SPORT INCLUDES TRAINING, TRIALS AS WELL AS PARTICIPATING IN SPORTS TESTS OR COMPETITIONS, OF PRACTICING DANGEROUS SPORTS SUCH AS: MOUNTAINEERING, ROCK-CLIMBING, DEEP-SEA DIVING UNLESS WITHOUT AN AQUALUNG UP TO A DEPTH OF 50 METERS, CAVING, SKELETON, SKI JUMPING, BOBSLEIGH, BUNGEE JUMPING, RAFTING, CANYONING, JET-SKI, KITE-SURF, AS WELL AS THE FOLLOWING SPORTS WHEN THEY ARE PRACTICED OFF-TRAIL: SKIING, CROSS-COUNTRY SKIING, SLEDGING AND SNOWBOARDING.**

**CONSEQUENTIAL LOSSES CONSECUTIVE OR NOT CONSEQUENTIAL OR OTHERWISE TO PERSONAL INJURY OR TO ANY EQUIPMENT NOT COVERED**

**"EXEMPLARY DAMAGES" AND "PUNITIVE DAMAGES"**

**DAMAGES RESULTING FROM A PROFESSIONAL ACTIVITY OR FROM DUTIES CARRIED OUT WITHIN THE FRAME OF SPECIFIC ASSIGNMENTS.**

### **EXTENT OF GUARANTEES OVER TIME**

The coverage under this contract is triggered by the harmful event and covers the Insured against the financial consequences of claims, as soon as the harmful event occurs between the initial effective date of the coverage and its termination or expiry date, regardless of the date of the other elements constituting the claim (Article L. 124-5 of the Insurance Code).

The claim must be reported to the Insurer whose coverage is or was in force at the time the harmful event occurred.

### **EXTENT OF GUARANTEES OVER TIME**

The coverage under this contract is triggered by the harmful event and covers the Insured against the financial consequences of claims, as soon as the harmful event occurs between the initial effective date of the coverage and its termination or expiry date, regardless of the date of the other elements constituting the claim (Article L. 124-5 of the Insurance Code).

The claim must be reported to the Insurer whose coverage is or was in force at the time the harmful event occurred.

### **AMOUNT OF COVERAGE**

The amounts of coverage expressed per claim constitute the limit of the Insurer's liability for all claims relating to the same harmful event.

The date of the loss is the date of the harmful event. The conditions and amounts of coverage are those in effect on that date.

Physical Damage, Material Damage and Consequential Intangible Damage:

o **4,600,000 Euros per claim and per insurance year**

Of which:

- Inexcusable fault (Employees in the service of the insured member): **300,000 Euros per victim and per insurance year.**

- Material and consequential material and immaterial damage: **460,000 euros per claim and per insurance year**, deductible: 150 euros per claim.

-with a maximum in Fire, Explosion and Water Damage: **300 000 Euros** in case of temporary occupation of property (less than 3 months) "on holiday".

Defence before civil, commercial or administrative courts.

Defence of civil interests before the criminal courts:

o Costs to be borne by the Insurer, unless the coverage limit in question is exceeded up to a maximum of **€7,700**

### **MISCELLANEOUS PROVISIONS**

#### **PROTECTION OF PERSONAL DATA**

We take the privacy of our customers very seriously and are committed to protecting your privacy. This clause explains how we collect, use and transfer your personal data, and your rights in relation to the personal data stored by us when you engage with our services.

This clause sets out the following:

- What personal data we collect about you and how; How the data is used;
- Our legal basis for collecting your information;
- Who we share your data with;
- Where we transfer your information;
- How long we retain your information for;
- Your rights and choices in relation to the data held by us;
- How to contact us with any queries in relation to this notice, or the personal data held by us.

#### **Who is TMHCC ?**

Tokio Marine HCC is a trading name of Tokio Marine Europe SA. Please see here for further information <http://www.tokiomarinehd.com/en/group/>. These companies are collectively referred to in this clause as

"TMHCC", "we", "us" or "our".

For the purposes of European data protection laws, if you are visiting our website [www.tmhcc.com](http://www.tmhcc.com) (our "Website") or otherwise engaging with our services from the European Economic Area (or "EEA"), the data controller of your information is TMHCC.

### What is personal data?

In this clause, references to “personal information” or “personal data” are references to data that can be used to identify you. Some examples of personal data are your name, address and telephone number but it may also include information such as your IP address and location.

### What personal data do we collect?

- Information that you provide voluntarily

In order to provide services to you we may ask you to provide personal information. This may include, amongst other things, your name, email address, postal address, telephone number, gender, date of birth, passport number, bank account details, credit history and claims history. The personal information that you are asked to provide and the reasons why you are asked to provide it, will be made clear to you at the point at which we ask you for it.

Some of the information that you provide may be “sensitive personal data”. “Sensitive personal data” includes information relating to your physical or mental health,.

- Information that we obtain from third party sources

From time to time, we may receive personal information about you from third party sources but only where we have checked that these third parties either have your consent or are otherwise legally permitted or required to disclose your personal information to us.

For example, if you are an individual who is obtaining insurance from us via an insurance broker, we may obtain data about you from your broker in order to help us prepare your quote and/or your insurance policy. For information about how your broker uses and shares your personal data, please refer to the broker’s own privacy statement.

We may also collect personal data from the following sources in order to provide services to you:

- Credit reference agencies;
- Anti-fraud and other databases;
- Government agencies;
- Electoral register;
- Court judgments;
- Sanctions lists;
- Family members; and
- In the event of an insurance claim: the other party to the claim, witnesses, experts, loss adjusters, solicitors and claims handlers.

### How is personal data used?

We may need to use your personal data in order to carry out the following activities:

- To set you up as a new client (including carrying out ‘know your customer’ checks);
- To provide you with an insurance quote;
- To accept payments from you;
- To communicate with you about your policy;
- To renew your policy;
- To obtain reinsurance for your policy;
- To process insurance and reinsurance claims;
- For general insurance administration purposes;
- To defend or prosecute legal claims;
- To comply with our legal and regulatory obligations;
- To model our risks;
- To investigate or prosecute fraud;
- To respond to your enquiries; or
- When you sign up for an online account;

### Our legal basis for collecting your information

If you are from the EEA, our legal basis for collecting and using your personal data will depend on the personal data concerned and the specific context in which we collect it.

However, we will normally collect personal data where we need the information to provide you with our services / perform a contract with you, where the processing is in our legitimate interests and not overridden by your data protection interests or fundamental rights and freedoms, or with your consent.

In some cases we may use your personal data for a legal obligation, e.g. in order to complete ‘know your customer’ and money laundering checks before taking you on as a new client.

If we ask you to provide personal information to comply with a legal requirement or to perform a contract with you, we will make this clear at the relevant time and advise you whether the provision of your personal information is mandatory or not (as well as of the possible consequences if you do not provide your personal information). You are under no obligation to provide personal data to us. However, if you should choose to withhold requested data we may not be able to provide you with certain services.

Similarly, if we collect and use your personal information in reliance on our legitimate interests (or those of any third party), we will make clear to you at the relevant time what those legitimate interests are.

If you are a France resident, we may collect and use your personal information, including sensitive personal information, on the basis of the substantial public interest of insurance purposes, as regulated in the Loi Informatique et Libertés du 6 janvier 1978 modifiée.

If you have questions about or need further information concerning the legal basis on which we collect and use your personal information, please contact us using the contact details provided under the “Contact Us” section below.

### Who is your personal data shared with?

We may disclose your personal information with the following categories of recipients.

- to our group companies, third party service providers and partners who provide data processing services (for example to assist in the performance of our services) or who otherwise process personal information for purposes that are described in this Privacy Notice (see “How

does TMHCC use my personal data?"). A list of our current group companies is available at <http://www.tokiomarinehd.com/en/group/> and a list of our current service providers and partners may be available upon request;

- establish or defend our legal rights, or (iii) to protect your vital interests or those of any other person; to any competent law enforcement body, regulatory, government agency, court or other third party where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise,
- to a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal information only for the purposes disclosed in this Privacy Notice;
- to any other person with your consent to the disclosure.

### International Transfers

Your personal data may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country.

Specifically, the servers of HCC Insurance Holdings Inc. are located in the United States. However other TMHCC group companies are registered elsewhere, including in the EEA and operate around the world. This means that when we collect your information we may process it in any of these countries.

However, we have taken appropriate safeguards to require that your personal data will remain protected in accordance with this Privacy Notice. These include implementing the European Commission's Standard Contractual Clauses for transfers of personal information between our group companies, which require all group companies to protect personal information they process from the EEA in accordance with European Union data protection law.

Our Standard Contractual Clauses can be provided on request. We have implemented similar appropriate safeguards with our third party service providers and partners and further details can be provided upon request.

### How long is personal information retained for?

We will keep your personal data on our records for as long as we have an ongoing legitimate business need to do so. This includes providing you with a service you have requested from us or to comply with applicable legal, tax or accounting requirements. It also includes keeping your data for so long as there is any possibility that you or we may wish to bring a legal claim under your insurance contract, or where we are required to keep your data for legal or regulatory reasons. Please contact us using the contact details provided under the "Contact Us" section below should you require further information on our Record Retention procedures.

We may also retain your personal data where such retention is necessary in order to protect your vital interests or the vital interests of another natural person.

### Your Rights as a Data Subject

Your principal rights under data protection law are as follows:

- the right to access;
- a) the right to rectification;
- b) the right to rectification;
- c) the right to erasure;
- d) the right to restrict processing;
- e) the right to object to processing;
- f) the right to data portability;
- g) the right to complain to a supervisory authority; and
- h) the right to withdraw consent.

If you wish to access, correct, update or request deletion of your personal information, we will ask you to provide us with a copy of any two of the following documents: Driver's licence; Passport; Birth certificate; Bank statement (from the last 3 months); or Utility bill (from the last 3 months). With regards to your right of access, the first access request will be complied with free of charge but additional copies may be subject to a reasonable fee.

In addition, if you are a resident of the European Union, you can object to processing of your personal information, ask us to restrict processing of your personal information or request portability of your personal information.

You have the right to opt-out of marketing communications we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send you or contacting us using the details provided under the "Marketing" heading below [ukmarketing@tmhcc.com](mailto:ukmarketing@tmhcc.com)

Similarly, if we have collected and processed your personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent.

You may exercise any of your rights in relation to your personal data by contacting us using the email [dpo@tmhcc.com](mailto:dpo@tmhcc.com) or the details set out in the "Contact us" section at the bottom of this page.

### Automated decision making

In some instances, our use of your personal information may result in automated decisions being taken (including profiling) that legally affect you or similarly significantly affect you.

Automated decisions mean that a decision concerning you is made automatically on the basis of a computer determination (using software algorithms), without our human review. For example, in certain instances we may use automated decisions to establish whether we will offer insurance coverage to a prospective insured. We have implemented measures to safeguard the rights and interests of individuals whose personal information is subject to automated decision-making, including [explain].

When we make an automated decision about you, you have the right to contest the decision, to express your



point of view, and to require a human review of the decision.

### Security

TMHCC places great importance on the security of all personal data associated with our customers. We have security measures in place to attempt to protect against the loss, misuse and alteration of personal data under our control.

For example, our security and technology policies are periodically reviewed and enhanced as necessary and only authorised personnel have access to user information? We use Secured Socket Layer? (SSL) to encrypt financial information you input before it is sent to us. The servers we use to store personal data are kept in a secure environment.

Whilst we cannot ensure or guarantee that loss, misuse or alteration of data will not occur, we use our best efforts to prevent this.

### Updates to this Clause

We may update this Privacy Notice from time to time in response to changing legal, technical or business developments. When we update our GDPR Clause, we will take appropriate measures to inform you, consistent with the significance of the changes we make on our Website or by a new endorsement if required. We will obtain your consent to any material Privacy Notice changes if and where this is required by applicable data protection laws.

### Contact us

If you have any questions about this clause, please contact us using the following contact details:

Data Protection Officer  
TMHCC- Tokio Marine Europe SA  
33, Rue Sainte Zithe, L-2763 Luxembourg  
DPO@tmhcc.com

### PRESCRIPTION

In accordance with Sections L 114-1 and L 114-2 of the Insurance Code, all actions deriving from this Policy are limited in time, they shall not be exercised beyond Two Years from the event that gave rise to these actions.

However, this period shall run:

- In case of a non-disclosure, omission, false or inaccurate declaration on the risk covered, only from the day where the Insurers became aware of it;
- In the event of an accident, only from the day the persons concerned became aware of it, if they can prove they were unaware of it until then.

The prescription period shall be extended to **Ten Years** for Accidents affecting people, when the Beneficiaries are the dependents of the deceased Insured.

### SUBROGATION

In compliance with the provisions of Article L.121-12 of the Insurance Code, TOKIO MARINE EUROPE S.A. (TOKIO MARINE HCC) is subrogated, up to the compensation they paid, in the rights and actions of the Insured against Third Parties.

### COMPLAINTS – ARBITRATION

For any issue, the Policyholder shall first turn to the Insurance broker with whom the policy was taken out. If his answer is not satisfactory, the Insured or the Policyholder may submit their complaint to:

**Tokio Marine Europe S.A. (Tokio Marine HCC)**  
**39 rue de Châteaudun**  
**CS 30099**  
**75441 Paris Cedex 09**  
**Tel: 01 53 29 30 00 Fax : 01 42 97 43 87**

Or

**reclamations@tmhcc.com**

The Insurer shall acknowledge receipt of the complaint within a maximum of 10 working days from the date of receipt, except when reply is given to the client within that same timeframe. The Insurer shall send the response to the Insured within a maximum of two months from the date of receipt.

Finally if you still disagree after the answer given, you may refer the matter to the Mediator of the Fédération Française des Sociétés d'Assurance provided that no legal action has been taken:

**LA MEDIATION DE L'ASSURANCE**  
**BP290**  
**75125 PARIS CEDEX 09**

The Mediation de l'Assurance is not competent to be aware of the policies taken out to cover professional risks.

### CONTROL ORGANISM

In accordance with the Insurance Code (article L 112-4) it is specified that the company TOKIO MARINE EUROPE S.A. is controlled by the Commissariat aux Assurances located at 7, boulevard Joseph II, L - 1840 Luxembourg, Grand Duchy of Luxembourg.

### INTERNATIONAL SANCTIONS

This insurance contract has no effect:

- where a prohibition to provide a contract or an insurance service is imposed on the insurer by reason of the sanction, restriction or prohibition provided for by the laws and regulations,

Or

- when the insured goods and / or activities are subject to any sanction, restriction, total or partial embargo or prohibition

## Appendix 1: Table of Benefits

Nature and amounts covered

### Assistance and repatriation

Any request for assistance must, under penalty of inadmissibility, be made in advance to the Assistance platform available 24/24.

Geographic scope	Worldwide
Repatriation or medical transportation	Actual costs
Supportive care and attention during repatriation or medical transport	Transport costs
Transportation costs of the insured family members in case of repatriation	€ 2,000 per event
Presence with Insured in hospital	Return transport costs hotel costs € 100 per night - maximum €3,000
Sending messages	Cost of sending
Repatriation or transport of body in the event of death	Transport costs Cost of coffin : € 2,000
Premature return	Transportation costs
Advance of a bail bond	€ 10 000
Underwriting of lawyer's fees	€ 10 000
Theft or loss of identity documents	Support with administrative procedures
Shipping of drugs	Cost of sending
Advice on daily life	According to definition
Psychological Counselling and support	According to definition

### Individual accident

Geographic scope	Worldwide
Death due to accident - Insured adult - Insured child (under 18 years of age)	€10 000 €5 000
Total Permanent Infirmary following a reducible accident in the event of Partial Permanent Infirmary according to the European scale - Insured adult - Insured child (under 18 years of age)	€10 000 €10 000
Adaptation of home / vehicle after return from the expatriation	10% of the disability capital - maximum of €15,000
Daily benefit case of COMA (from 10 consecutive days of coma and for a maximum of 365 days)	1/365 of the yearly salary per day of coma and up to €150 per day and shall not exceed the death benefit provided here above
Search and rescue costs	€20 000 per insured and per event

# Civil Liability Private Life

Geographic scope	Worldwide
Garanties RC vie privée	Insured amounts
Personal injury, property damage and consequential loss:	€ 4,600,000 per claim and per policy year
• Gross negligence (employees working for the insured member):	€ 300,000 per victim and per policy year
• Material and immaterial damage: consecutive with an absolute deductible of 150 € per claim	€ 460 000 € per claim and per policy year
• with a maximum in Fire, Explosion and Water Damage in the event of temporary occupation of property (less than 3 months) "on holiday" or RC rental of event rooms	€ 300 000 €
Defence in the civil, commercial or administrative courts Defence of civil interests in the criminal courts	Fees to be paid to the Insurer, except when exceeding the maximum liability : <b>€ 7 700</b>

## EFFECT AND DURATION OF THE CONTRACT

The present conditions take effect on April 1, 2021.  
The annual term is fixed on January April 1.

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*Note from the translator: Translation from an original document in French. In case of any discrepancies or misinterpretations resulting from the translation process, the original document in French will always prevail. The translator is not responsible for the contents of this document*

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