

Pursuant to Article L.14
of the French Insurance Code

INFORMATION NOTE

DG Impatriates RC 0312
Ref. TMSL-RCIMP-0610

The present Information Note,
together with your Insurance
Certificate, are part and parcel
of your Insurance Policy.

Optional group insurance policy
ASSUR-TRAVEL IMPATRIATES' THIRD-PARTY LIABILITY
INSURANCE COVER No. 35524914



2021 Conditions

IMPATRIATES Third Party Liability Private Life



assur-travel
Partenaire de votre mobilité



TOKIO MARINE
HCC

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ARTICLE 1 - DEFINITIONS

Accidental Pollution

The emission, dispersion, discharge or deposit of solid, liquid or gas substances, spread through the atmosphere, the ground or water, resulting from a sudden and unexpected event and not occurring slowly, gradually or progressively.

Applicable Excess

The sum (or percentage) remaining in all events at the charge of the Person Insured and deducted from the amount of benefits due by the Insurer.

Excess is applied per claim, however many victims. Excess expressed in percentage is applied to the amount of compensation owed by the Insurer.

Bodily harm

Any physical injury sustained by a natural person and the resulting prejudice.

Complaint

Any amicable or legal claims initiated by the victim of damages, or by his/her entitled beneficiaries, and sent to the Person Insured or to the Insurer.

Consecutive Moral Prejudice

Any pecuniary prejudice entailing the loss of right of use of property or right, whether in full or in part, loss of benefit, loss of clientele, interruption of a service or of an activity, and which is the direct consequence of insured bodily harm or material damages.

Country of Impatriation

The country located within the Schengen Area where the Policyholder is carrying out a stay. It is compulsorily different from the country of origin.

Territorial notion of "abroad".

The term implies "worldwide", with the exception of the Country of Origin of the Person Insured.

Territorial notion of "France".

The term implies "Metropolitan France".

Country of Origin

The country of nationality of the Person Insured or the country of regular residence prior to departure on mission abroad and of which he/she is considered a national (i.e. subjected to said country legislation).

Harmful Event

Event constituting the cause generating the damage.

Inexcusable Fault

Misdeed of exceptional seriousness deriving from voluntary action or omission, the danger of which the offender should have been aware, committed for no particular reason, and not assuming any intentional character.

An intentional element/misdeed results from the deliberate desire to harm others.

Insurance Year

Period comprised between two main premium due dates:

- if the date of effect of the policy is different than the main premium due date, the first year of insurance is the period comprised between the date of effect and the first main premium due date
- if the policy expires or ceases between two main premium due dates, the last year of insurance is the period comprised between the last premium due date and the date of policy expiry or termination.

Material Damages

Any deterioration or destruction of an object or substance. Any physical harm to an animal.

Occurrence of risk

Any damages, or series of damages, caused to a third-party, implicating the responsibility of the Person Insured, resulting from a harmful event and having given rise to one or several complaints. The harmful event is that constituting the cause generating the damage. A series of harmful events, each having the same technical cause, is comparable to a single harmful event.

Policyholder

The Policyholder is:

- of Foreign nationality,
- carrying out a stay in Mainland France or one of the countries in the Schengen Area, outside of their country of origin.

Private Life

Any activity other than those linked to the undertaking of a Labour, Supply or Service Contract, and pertaining to the "private sphere", notably domestic, personal and leisure activities.

Terrestrial Motor Vehicle

Vehicle that travels overland (i.e. other than airborne or seaborne), though without being linked to a railway line, is automotive (i.e. propelled by its own engine force) and serves for the transport of things or persons (even if only the driver).

Territoriality of the Third-Party Liability Private Life Cover

Countries in the Schengen Area: These are Germany, Austria, Belgium, Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Slovakia, Slovenia, Sweden, Czech Republic.

Terrorist Attacks or Sabotage

Any operation organised clandestinely for ideological, political, economic, religious or social purposes, conducted individually or by a group, in view of violating the integrity of persons or damaging or destroying property.

Third Party

Any person other than the Person Insured, his/her family members such as defined in the Policy, as well as the direct relatives of said family members.

Also coming under this definition are persons taking care, occasionally and free-of-charge, of the children or animals of the Person Insured, as well as any domestic staff at his/her service.

Third-party Liability

Legal obligation incumbent on all persons to repair damages caused to others.

ARTICLE 2 - OBJECT OF THE GUARANTEE

The Insurer guarantees the Person Insured against the pecuniary consequences of third-party liability possibly incumbent upon him/her due to bodily harm, material damages or consecutive moral prejudice, caused to a Third Party in the course of his/her private life.

By "private life" is meant any activity of non-occupational nature.

The return journey between one's residence and the place of work is nevertheless covered.

The guarantee extends to:

- damages deriving from intoxication and poisoning caused by food or drink served by the Person Insured,
- Damages sustained by domestic staff employed by the Person Insured, resulting from inexcusable fault within the meaning of Articles 452 and 452.3 of the French "Code de la Sécurité Sociale" [National Health Code].

EXCLUSIONS:

- **ADDITIONAL PREMIUMS, SUCH AS PROVIDED IN ARTICLES L.242.7 ET L.412.3 OF THE FRENCH "CODE DE LA SECURITE SOCIALE" [NATIONAL HEALTH CODE], OR BY AN EQUIVALENT TEXT IF REFERRING TO A SPECIFIC FRENCH SOCIAL PROTECTION SCHEME.**
- **ANY OCCUPATIONAL ACCIDENT OR ILLNESS LINKED TO THE NON COMPLIANCE OF THE PROVISIONS OF THE FRENCH LABOUR CODE, SUCH AS STATED IN ARTICLES L.122-45 TO L.122-45-3 (discriminations), L.122-46 TO L.122-54 (harassment) AND L.123-1 TO L.123-7 (equal opportunities between men and women).hommes).**



DEFENSE

The insurer undertakes defence of the Person Insured pursuant to the conditions hereunder.

In the case of a complaint implicating liability covered by the policy guarantees, the Insurer defends the Person Insured in all procedures also concerning the interests of the Insurer. The guarantee is implicated as soon as the damages claimed exceed the applicable excess amount.

The Insurer shall handle defence of the Person Insured with regard to all civil matters. It has the right to implement measures of appeal insofar as the criminal interest of the Person Insured is not or is no longer implicated (consent from the Person Insured, should this not be the case).

Taking over defence of the Person Insured does not imply that the Insurer may refrain from insisting upon all guarantee exceptions of which it was not aware at the time of taking over defence.

Any expenses for such defence shall be borne by the Insurer, without deduction from the guarantee amount for the corresponding damages.

Should the amount for damages exceed the threshold for the corresponding guarantee, the Insurer shall bear expenses for defence in proportion to the guarantee amount according to the compensation to be paid to the injured Third Party.

ARTICLE 3 - TERRITORIALITY

The cover in this contract is effective, in Mainland France or in one of the countries in the Schengen Area during the Private Life of the Policyholder during the whole duration of their stay in one of these countries.

ARTICLE 4 - EXCLUSIONS

Are excluded:

- **CONSEQUENCES OF THE INTENTIONAL WRONGDOING OF THE PERSON INSURED.**
- **DAMAGES CAUSED BY CIVIL OR FOREIGN WAR, DECLARED OR NOT, RIOTS AND CIVIL COMMOION, TERRORIST ATTACKS, BOMBING OR SABOTAGE.**
- **DAMAGES CAUSED BY VOLCANIC ERUPTIONS, EARTHQUAKES, STORMS, HURRICANES, CYCLONES, FLOODS, TIDAL WAVES, OR OTHER CATACLYSMS.**
- **DAMAGES RENDERED UNAVOIDABLE DUE TO THE INTENTIONAL DOING OF THE PERSON INSURED, THEREBY STRIPPING THE INSURANCE CONTRACT OF ITS RISK POLICY ROLE OF GUARANTEEING UNCERTAIN EVENTS (ARTICLE 1964 OF THE CIVIL CODE).**
- **FINES AND ANY OTHER CRIMINAL SANCTION PERSONALLY INFLICTED ON THE PERSON INSURED.**

- **DAMAGES OR THE AGGRAVATION OF THE DAMAGES CAUSED:**
 - **BY WEAPONS OR HEAVY VEHICLES DESIGNED TO EXPLODE BY ATOM CORE STRUCTURE MODIFICATION.**
 - **BY ANY NUCLEAR FUEL, WHETHER PRODUCT OR RADIOACTIVE WASTE**
 - **BY ANY SOURCE OF IONIZING RADIATION (IN PARTICULAR ALL RADIO-ISOTOPE).**
- **THE CONSEQUENCES OF THE PRESENCE OF ASBESTOS OR LEAD IN BUILDINGS OR CONSTRUCTIONS BELONGING TO OR OCCUPIED BY THE PERSON INSURED, OF WORKS FOR SEARCHING FOR, DESTROYING OR NEUTRALISING ASBESTOS OR LEAD, OR OF THE USE OF PRODUCTS CONTAINING ASBESTOS OR LEAD.**
- **DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY THE FOLLOWING PERSISTENT ORGANIC POLLUTING AGENTS: ALDRIN, CHLORDANE, DICHLORODIPHENYLTRICHLOROETHANE (DDT), DIELDRIN, DIOXINS, ENDRIN, FORMALDEHYDE, FURANS, HEPTACHLOR, HEXACHLOROBENZENE, METHYLTERTIOTBUTYLETHER (MTBE), MIREX, TOXAPHENE POLYCHLORINATED BIPHENYLS (PCB).**
- **THE CONSEQUENCES OF CONTRACTUAL COMMITMENTS ACCEPTED BY THE PERSON INSURED AND WHICH HAVE FOR EFFECT TO DETERIORATE THE LIABILITY POSSIBLY INCUMBENT UPON HIM/HER IN THE ABSENCE OF SAID COMMITMENTS.**
- **DAMAGES RESULTING FROM BUSINESS ACTIVITY OF ANY KIND OR FROM FUNCTIONS CARRIED OUT IN THE CONTEXT OF ELECTORAL MANDATES.**
- **CONSEQUENCES FROM ALL MATERIAL AND PHYSICAL RISK OCCURRENCES SUSTAINED BY THE PERSON INSURED.**
- **DAMAGES DUE TO POLLUTION, IN ADDITION TO ABNORMAL NEIGHBOURLY DISTURBANCES (NOISE POLLUTION).**
- **DAMAGES, PERTAINING TO ARTICLE L.211-1 OF THE FRENCH CODE OF INSURANCE ON THE OBLIGATION FOR VEHICLE INSURANCE, CAUSED BY OVERLAND MOTOR VEHICLES, THEIR TRAILORS OR ARTICULATED TRAILORS AND OWNED, USED OR KEPT BY THE PERSON INSURED (INCLUDING THOSE CAUSED BY ANY ACCESSORIES AND PRODUCTS USED FOR THE VEHICLE, OR HAVING FALLEN THEREON, AND BY ANY OBJECTS AND SUBSTANCES TRANSPORTED).**
- **ANY MATERIAL DAMAGES OR CONSECUTIVE MORAL PREJUDICE, CAUSED BY FIRE, EXPLOSION OR FLOODING, HAVING STARTED IN THE BUILDINGS OWNED, RENTED OR OCCUPIED BY THE PERSON INSURED.**
- **IT IS UNDERSTOOD THAT THE TEMPORARY OCCUPATION OF PREMISES, NOT EXCEEDING 3 CONSECUTIVE MONTHS, IS GUARANTEED. SUCH PROVISION IS INTENDED, FOR EXAMPLE, TO COVER THE OCCUPATION OF "HOLIDAY" PREMISES BY THE PERSON INSURED.**
- **THEFT COMMITTED IN ALL BUILDINGS REFERENCED IN THE PREVIOUS EXCLUSION.**
- **MATERIAL DAMAGES (OTHER THAN THOSE REFERENCED IN THE TWO PREVIOUS EXCLUSIONS) AND CONSECUTIVE MORAL DAMAGES CAUSED TO PROPERTY FOR WHICH THE PERSON INSURED IS RESPONSIBLE IN TERMS OF USE, DEPOSIT AND KEEP.**
- **IT IS AGREED THAT IS GUARANTEED ALL PROPERTY OF WHICH THE PERSON INSURED HAS THE USE AND KEEP FOR A TEMPORARY PERIOD OF 3 CONSECUTIVE MONTHS.**
- **THE CONSEQUENCES OF AIRBORNE, MARITIME, FLUVIAL OR LAKESIDE NAVIGATION, USING APPARATUS OWNED, KEPT OR USED BY THE PERSON INSURED.**
- **DAMAGES CAUSED BY WEAPONS AND THEIR AMUNITION WHOSE POSSESSION IS FORBIDDEN AND OF WHICH THE PERSON INSURED IS THE OWNER OR IN POSSESSION WITHOUT PREFECTORAL AUTHORISATION.**
- **CONSEQUENCES OF HUNTING, INCLUDING DAMAGES CAUSED BY HUNTING DOGS IN ACTION.**
- **DAMAGES CAUSED BY ANIMALS NOT CONSIDERED AS DOMESTIC.**
- **DAMAGES CAUSED BY FIRST CATEGORY DOGS (DOGS OF ATTACK) AND SECOND CATEGORY DOGS (GUARD AND DEFENSIVE DOGS), SUCH AS DEFINED IN ARTICLE 211-1 OF THE FRENCH RURAL CODE, AND BY WILD ANIMALS TAMED OR KEPT IN CAPTIVITY, SUCH AS MENTIONED IN ARTICLE 212-1 OF THE FRENCH RURAL CODE, WHETHER STRAY OR NOT, OF WHICH THE PERSON INSURED IS THE OWNER OR GUARDIAN (FRENCH LAW NO. 99-5 DATED 6 JANVIER 1999 RELATING TO STRAY AND DANGEROUS ANIMALS AND TO ANIMAL PROTECTION).**
- **THE CONSEQUENCES OF:**
 - **ORGANISING AND PARTICIPATING IN SPORTS COMPETITIONS**
 - **PRACTISING SPORT AS HOLDER OF A SPORTS FEDERATION LICENCE**
 - **PRACTISING AIR OR WATER SPORTS**
 - **PRACTISING ALL SPORTS REQUIRING THE USE OF ENGINE-PROPELLED VEHICLES, WHETHER AS A PILOT OR AS A PASSENGER. ALL PRACTICE OF A SPORT IMPLIES TRAINING SESSIONS, TRIALS AND PARTICIPATION IN SPORTING EVENTS OR COMPETITIONS.**



- PRACTISING SPORTS HAVING DANGEROUS CHARACTERISTICS, SUCH AS: MOUNTAINEERING, ROCK-CLIMBING, DEEP-SEA DIVING SAVE WITHOUT BREATHING APPARATUS AT LESS THAN 50M, CAVING, SKELETON RIDING, SKI JUMPING, BOBSLEIGH RIDING, BUNGEE JUMPING, RAFTING, CANYONING, WATER SCOOTER OUTINGS, KITE SURFING, AS WELL AS THE FOLLOWING SPORTS PRACTISED OFF-TRACK: DOWNHILL SKIING, CROSS-COUNTRY SKIING, TOBOGGANING AND SNOWBOARDING.
- MORAL PREJUDICE, CONSECUTIVE OR NOT TO BODILY HARM OR MATERIAL DAMAGES NOT INSURED.
- EXEMPLARY DAMAGES AND PUNITIVE DAMAGES.
- DAMAGES RESULTING FROM BUSINESS ACTIVITY OF ANY KIND OR FROM FUNCTIONS CARRIED OUT IN THE CONTEXT OF ELECTORAL MANDATES.

ARTICLE 5 - SCOPE OF THE GUARANTEES OVER TIME

The guarantees of this insurance policy are triggered off by the harmful event and cover the Person Insured against the pecuniary consequences of the occurrence of risk, insofar as the harmful event occurs between the initial date of effect of the guarantee and its date of termination or expiry, whatever the date of all other elements constituting the claim (Article L.124-5 of the French Code of Insurance).

The declaration of the occurrence of risk should be sent to the Insurer with whom the guarantee is or was still valid at the time of occurrence of the harmful event.

ARTICLE 6 - GUARANTEE AMOUNTS

The guarantee amounts, expressed per claim, constitute the Insurer's commitment limit for all claims pertaining to a same harmful event. The date of the occurrence of risk is that of the harmful event. The guarantee conditions and amounts are those in force on said date..

- **Bodily Harm, Material Damages and Consecutive Moral Prejudice**
3,500,000 Euro per claim and per Insurance Year

Dont :

- Inexcusable Fault (Domestic Staff at the service of the Person Insured):
150,000 Euro per victim and per insurance year.

- Material Damages and Consecutive Moral Prejudice: **350,000 Euro** per claim and per Insurance Year; Applied Excess: 150 Euro per claim.

- with a maximum for Fire, Explosion and Flooding: **300,000 Euro** in the case of temporary occupation of "holiday" property (not exceeding 3 months)..

- **Defence before the civil, commercial or administrative courts. Defence of civil interests before the repressive courts:**

- Expenses borne by the Insurer, unless exceeding the threshold of the implicated guarantee..

ARTICLE 7 - SANCTIONS

Any reticence or intentionally false declaration, any omission or inexact declaration of the circumstances or of the deteriorations respectively provided in the above paragraphs, shall be penalised, even if having no influence on the claim, pursuant to the conditions provided in Articles L.113-8 and L.113-9 of the French Code of Insurance:

- in the case of bad faith on your part or on the part of the Person Insured, thereby rendering the policy null and void,
- if bad faith fails to be established, by a reduction in benefits for the occurrence of risk, in proportion to the premiums paid compared with the premiums that ought to have been paid if the risks had been duly and fully declared. The tariff used as basis for such reduction is, depending on the case, that applicable, either at the time of policy application, or on the day of the aggravation of risk or, if the latter fails to be determined, at the time of the last due date prior to the claim.

ARTICLE 8 - MEMBERSHIP TAKING EFFECT

Membership taking effect

Each membership takes effect on the date shown on the membership form. This cover takes effect subject to the payment of contributions.

It is rightfully terminated in the following cases:

- in the event of non-payment of contributions, under the provisions of article L 141-3 and 113-3 of the French Insurance Code and the article, "Payment of Contributions".

In all specific cases, contributions are fully due up to the date of the cover ceasing. As soon as the contract is terminated, it cannot, in any case, be maintained in its effects.

Duration of the cover

The membership is taken out up to the end of the cover period shown on the membership form within the maximum limit of twelve months fixed.

Payment of the 1st premium

Failing recovery of the 1st contribution, the unpaid contribution will be claimed by means of a recorded letter sent by the Company, reminding of the legal provisions in this area, namely:

- Suspension of cover within thirty days following the sending of the recorded formal notice (art. L113-3 of the French Insurance Code)
- Termination of the membership within 10 days after the expiry of this timeframe of 30 days, in the event of payment refusal.

ARTICLE 9 - TERMINATION

The policy may be terminated prior to its normal expiry date under the conditions fixed hereafter:

BY YOU

- In the case of a lowering of risk, should we refuse to reduce the premium accordingly (Article L.113-4 of the French Code of Insurance).
- In the case of termination by us, after occurrence of risk, of another policy in your name (Article L.113-10 of the French Code of Insurance), within one month of having notified termination of the policy harbouring the risk.
- In the case of a price review.

BY US

- In the case of non-payment of premiums (Article L.113-3 of the French Code of Insurance).
- In the case of aggravation of risk (Article L.113-4 of the French Code of Insurance).
- In the case of omission or erroneous information when declaring risks at the time of subscription or during the course of the policy (Art. L.113-9 of the French Code of Insurance).
- Subsequent to occurrence of risk, you have then the right to terminate all other contracts taken out with us (Article R.113-10 of the French Code of Insurance) within one month of having notified termination of the policy harbouring the risk.
- In the case of you being put into receivership or going into liquidation (Article L.113-6 of the French Code of Insurance).

BY THE ADMINISTRATOR OR THE DEBTOR AUTHORISED BY THE OFFICIAL RECEIVER OR THE LIQUIDATOR

In the case of you being put into receivership or going into liquidation (Article L.113-6 of the French Code of Insurance).

BY RIGHTS

In the case of complete withdrawal of the operating approval granted to the Company (Article L.326-12 of the French Code of Insurance).

In the case of termination during an insurance period, the portion of the premium for the period remaining is refunded, insofar as it has been paid in advance. Nevertheless, said portion of the premium shall be retained by us if the contract has been terminated for non-payment of the premium.

Termination or the non-renewal of the policy shall have no effect on the payment of benefits acquired or emerging during its validity period.

It is expressly understood that no application may be accepted after the termination date of the Group policy.

FORMS OF TERMINATION

When entitled to cancel, you have, at your own choice, the possibility to notify by registered letter, by way of a declaration made at our Head Office or with our agent against receipt, or by way of an out-of-court deed.

Termination by us shall be notified by registered letter sent to your last known address.

In the case of termination by registered letter, notice shall start as of the date of franking.

In the cases mentioned in the previous paragraphs, termination may be requested by each of the parties only by registered letter with acknowledgement of receipt stating the type and date of the event invoked and giving all details for the purpose of establishing that termination has a direct causal link with said event.

ARTICLE 10 - DOCUMENTS NECESSARY FOR REIMBURSEMENT IN THE EVENT OF A CLAIM

In the case of occurrence of risk, it is important for us to be rapidly and well informed of the circumstances in which it occurred and of its possible consequences.

FORM AND NECESSARY INFORMATION

The Person Insured and his/her entitled beneficiaries, yourself as appropriate, or any proxy acting in their name, shall be required to declare, in writing or orally against receipt, to our Head Office or to our agent stated in the policy, any occurrence of risk within TWO WEEKS [fifteen days] at the latest, as of the date on which they had knowledge thereof.

If the occurrence of risk is not declared within the above time-frame, unless due to a fortuitous case or to force majeure, we may oppose the loss of guarantee if we are able to establish that the delay in declaration resulted in prejudice against us (Article L.113-2 of the French Code of Insurance).

Together with said declaration, the former should provide all information on the seriousness, the causes and the circumstances of the occurrence of risk and, if possible, indicate the names and addresses of any witnesses, as well as of those responsible.

The victim or his/her entitled beneficiaries should endeavour to limit the consequences of the accident and notably to ensure that the victim receives all necessary medical care.

For ALL GUARANTEES

- Policy number.
- Copy of the Insurance Certificate.

As soon as he/she has knowledge of an event likely to implicate the guarantee of the present policy, and at the latest within FIVE DAYS, the Person Insured must, subject to loss of rights, inform the Insurer thereof in writing, or orally against receipt, save in the case of fortuitous circumstances or force majeure.

He/she must further:

- inform the Insurer as soon as possible of the circumstances of the occurrence of risk, its known or presumed causes, as well as the type and the approximate cost of the damages,
- take all relevant measures in order to limit the extent of the damages already known and to prevent other damages accumulating,
- transmit the Insurer, as soon as possible, all notices, invitations to attend, summons, out-of-court deeds and procedural documents sent, handed or notified to him/her.

Failure by the Person Insured to conform to the obligations stated in the three previous paragraphs, the Insurer has the right to compensation in proportion to the damages that such failure to conform could cause.

CONTROL

The Person Insured has the obligation to undergo all medical tests requested by the doctors delegated by us, our agents being free to contact him/her each time that we consider it useful, the Person Insured or his/her entitled beneficiaries being subject to loss of rights should they, for no valid reason, refuse to allow control by our delegates or prevent such control if, after forty-eight hours' notice by registered letter, we are indeed confronted with persistent refusal or are prevented from carrying out our control.

Any fraud, reticence or false declaration on your part or on that of a beneficiary of compensation, having the aim of inducing error on the circumstances or on the consequences of an occurrence of risk, shall lead to the loss of all right to compensation for the risk involved.

ARTICLE 11 - SPECIFIC PROVISIONS FOR LIABILITY INSURANCE COVER

In the case of action implicating liability insured herein, the insurers shall, within the limit of their guarantee:

- a) assume defence of the Person Insured before civil, commercial or administrative courts, manage matters during proceedings and freely act in terms of appeal
- a) be entitled to manage defence during proceedings before the criminal courts, or to join in said defence, if the victims have been unprejudiced, and, in the name of the civilly-responsible Person Insured, freely act in terms of appeal.

Nevertheless, the insurers may only invoke appeal proceedings upon consent by the Person Insured, insofar as the latter is summoned to court as defendant, exception made when lodging an appeal limited to civil matters.

The insurers alone have the right, within the limit of their guarantee, to compromise with the persons injured or their entitled beneficiaries.

No recognition of responsibility and no transaction made without the involvement of the Insurers may not be held against the latter; simply admitting to a material event or the fact of having given emergency assistance to a victim, if concerning assistance falling within the legal or moral duty of all citizens, may not be considered as a recognition of responsibility.

Legal fees, stamp duties and other payment duties shall not be deducted from the guarantee amount. Nevertheless, in the case of being ordered to pay a higher amount, the Insurers and the Person Insured shall bear costs in proportion to their respective share of responsibility.

If compensation granted to a victim or to his/her entitled beneficiaries consists of an annuity payment, and if an acquisition of securities is ordered for the purpose of guaranteeing payment thereof, the Insurers shall diligently constitute such guarantee by affecting the available share of the insured sum. If no particular guarantee is ordered by court decision, the value of the annuity capital shall be calculated according to the rules in force for evaluating the mathematical reserve of said annuity; should this value be lower than the available amount, the annuity shall be borne solely by the Insurers: should this not be the case, the insurers shall only bear the share of the annuity corresponding in capital terms to the available share of the insured amount. No forfeiture shall be invoked due to a breach of obligations on the part of Person Insured.

SUBROGATION/ APPEAL AFTER CLAIM

The Insurers are subrogated, within the limit of compensation paid by them, in all rights and actions of the Person Insured against the persons responsible.

Nevertheless, they have no right of appeal against:

- the children, direct relatives, agents, staff, whether domestic staff or labourers, and generally any person living regularly under the same roof as the Person Insured,
- any member of the company insured, whether collectively or individually, any managers, foremen, staff, labourers, domestic staff living or not on company premises, whether free-of-charge or not, and
- generally, any person for whom the Person Insured is known to be responsible, save in the case of malicious intent on the part of any of such persons.

The Insurers may abandon appeal proceedings against the person responsible. Nevertheless, despite said renunciation, they have the right, unless otherwise agreed, to file for appeal against the responsible insurer

The Insurers may be discharged, in all or in part, of their obligation to indemnify the Person Insured if subrogation may no longer, due to the Person Insured, be exercised in favour of the Insurers.

VOLUNTARY ASSISTANCE OR REQUISITION

If following voluntary assistance or requisition, the means of emergency assistance or protection are temporarily moved away from the insured establishment, the Insurers shall thus refrain from pleading application of the proportional compensation reduction. The Insurers shall further refrain from filing appeal against the person benefiting from such emergency assistance in the case of damage to the equipment used for the purpose of fighting the risk having occurred. They shall also abandon possible rightful claims against an external company, intervening under the same circumstances to assist the establishment insured, and possibly further deteriorating the damages due to its own fault.



TOKYO MARINE HCC - Tokio Marine HCC est le nom commercial de Tokio Marine Europe S.A., société membre du Groupe Tokio Marine HCC. Tokio Marine Europe S.A. est agréée par le Ministre des Finances du Luxembourg et contrôlée par le Commissariat aux Assurances (CCA). Enregistrée au Registre de commerce et des sociétés du Luxembourg sous le No. B221975, son siège social est situé au 33 rue Sainte Zithe, L2763, Luxembourg. Capital social de 1 000 000 USD. Tokio Marine Europe S.A. (succursale en France) 6-8 boulevard Haussman, 75 441 Paris Cedex 09 est enregistré au RCS de Paris sous le No B843 295 221, TVA FR 60 843 295 221, agissant en conformité avec les règles françaises du code des assurances. Conformément au Code des Assurances (article L 112-4) il est précisé que la compagnie Tokio Marine Europe est contrôlée par le Commissariat aux Assurances situé au 7, boulevard Joseph II, L - 1840 Luxembourg, Grand Duché de Luxembourg

ARTICLE 12 - PAYMENT OF BENEFITS**Evaluation of damages, calculation of benefits**

INSURANCE AS SUCH MAY NOT BE A CAUSE OF BENEFIT FOR THE PERSON INSURED; ITS ROLE IS SOLELY TO GUARANTEE REPARATION OF HIS/HER ACTUAL LOSSES OR OF THOSE FOR WHICH HE/SHE IS LIABLE.

The sum insured may not, at the time of occurrence of risk, be considered as proof of the existence and value of the property damaged; the Person Insured is obliged to provide such proof by all means and documents, and to justify the reality of the magnitude of damages.

CALCULATION OF COMPENSATION

The compensation due by the Insurers is equal to the amount of the evaluated damages, such as indicated in each chapter.

Where appropriate, the compensation amount shall be reduced pursuant to the following provisions:

- attainment of the threshold sum for damages, according to the amount fixed by the possible Policy Compensation Limit,
- if a proportional compensation reduction and/or a proportional assets rule is applied,
- deduction of the applicable excess from the result obtained.

FOR EACH ARTICLE OF THE SPECIAL CONDITIONS, THE COMPENSATION OWED MAY IN NO EVENT EXCEED THE CAPITAL GUARANTEED.

If within three months as of the losses having been completely repaired, the assessment is still ongoing, the Person Insured has the right to serve notice to pay interest; if such assessment is still not terminated within six months, each party has a right to refer matters to the court.

Payment of compensation shall intervene within thirty days, either by amicable agreement or by an enforceable court decision. This period shall only start as of when the Person Insured has justified his/her capacity to receive the benefits and, in the case of opposition, as of the date of release or of the authorisation to pay.

The benefits guaranteed are payable in **EURO**, save prior agreement with the Insurer.

ARTICLE 13 - MISCELLANEOUS PROVISIONS**STATUTE OF LIMITATIONS**

A two-year statute of limitations is bestowed upon any action deriving from the present policy. Said period shall begin as of the date when the event gave rise to such action, pursuant to the conditions of Articles L 114-1 and L 114-2 of the French Code of Insurance.

COMPLAINT

In the case of difficulties with regard to applying the policy provisions, please first contact your regular agent.

Should its response not be satisfactory, your complaint may be sent to the following address:

TOKIO MARINE HCC
TM Special lines
6/8 Bld Haussman – 75008 PARIS

To end, should you still not agree with the response given, you may request advice from a mediator, who may be contacted pursuant to the conditions informed to you after making a simple written request to the above address.

CONTROLLING BODY

Pursuant to the French Insurance Code (Article L.112-4), it is stated that the controlling body of TOKIO MARINE KILN is the "Financial Services Authority", located at 25 The North Colonnade – Canary Wharf – London E14 5HS – ENGLAND