TOKIO MARINE HCC

BEsafe

ASSUR CONNECT

Accident injury insurance designed to protect sports participants

Tailor-made insurance worldwide

Fast, simple, effective, 100% digital

WHAT TO DO IN THE EVENT OF A CLAIM

IN THE EVENT OF REPATRIATION / COVER OF HOSPITALISATION COSTS

Any request for medical assistance (hospitalisation, repatriation) must, failing which it will be inadmissible, be made directly by the **INSURED PERSON (or any** person acting on their behalf) using any of the means specified below:

BEFORE CONTACTING A HOSPITAL OR DOCTOR

Call 01 48 82 62 35 or +33 1 48 82 62 35

To open a case file

POLICY NUMBER TO BE PROVIDED TO THE ASSISTANCE PROVIDER

ASSUR CONNECT FR015493

And send an email to sinistre@assur-connect.com

No refund of hospitalization fees, travel expenses if you don't contact call ASSISTANCE

After verification, the Assistance Provider will issue a case authorization number. The costs will then be paid directly to the hospital by the Assistance Provider.

FOR ALL OTHER BENEFITS UNDER THE POLICY

To receive compensation as quickly as possible, the Insured Person or their legal representative must, failing which entitlement to cover may be forfeited, notify any claim likely to trigger the policy benefits by email to sinistre@assur-connect.com as soon as they become aware of it:

- **Within 15 business days for reimbursement of Medical Expenses excluding hospitalization and Personal Liability Abroad**

In the event of failure to report or late reporting, cover will no longer be granted if the Insurer establishes that the delay caused it prejudice, unless it can be shown that reporting within the prescribed period was made impossible by an unforeseen event or force majeure (Article L. 113-2 of the French Insurance Code).

THE INSURER WILL REQUIRE THE FOLLOWING DOCUMENTS TO SET UP THE CLAIM FILE:

- The Policy number
- Original supporting documents for the expenses incurred
- Medical file completed by the attending physician

Tokio Marine HCC is the trading name of Tokio Marine Europe S.A., a member of the Tokio Marine HCC Group. Tokio Marine Europe S.A. is authorized by the Luxembourg Minister of Finance and supervised by the Commissariat aux Assurances (CAA). Registered with the Luxembourg Trade and Companies Register under No. B221975, its registered office is at 26, Avenue de la Liberté, L-1930 Luxembourg. Share capital: USD 1,159,060. Tokio Marine Europe S.A. (French branch), 36, rue de Châteaudun, CS 30099, 75441 Paris Cedex 09, is registered with the Paris Trade and Companies Register under No. B 843 295 221, VAT No. FR 60 843 295 221, and operates in accordance with the provisions of the French Insurance Code.

Besafe Insurance (bodily injury resulting from an accident)

Insurance Product Information Document (IPID)

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Product: PERSONAL ACCIDENT / MEDICAL EXPENSES / SEARCH AND RESCUE COSTS / REPATRIATION ASSISTANCE / PERSONAL LIABILITY

This information document provides a summary of the main benefits and exclusions under the policy. It does not take account of your specific needs and requirements. Full information about this product can be found in the pre-contractual and contractual documentation.

What type of insurance is this?

The BEsafe policy covers you worldwide while practicing YOUR SPORT/YOUR **SPORTS for the** selected period of cover, in the event of an accident occurring solely during sports practice, whether **in training or competition.**

What is insured?

✓ **Personal Accident (excluding residents outside the EU and French Overseas Departments and Regions)**
- Payment of a lump sum (maximum €15,000 per insured person and per claim);
- Total or partial permanent disability following an accident: payment of a lump sum (maximum €30,000 per insured person and per claim), with a 10% relative deductible under the insurer's scale;
- Daily benefit in the event of a coma;
- Adaptation of the vehicle or home following an accident

✓ **Annual cover only (EU and French Overseas Departments and Regions residents):**
- Sports package fees refunded pro rata, up to €200, after a medically certified exemption from sports activities lasting more than 7 days;
- Hospitalization after an accident: €50/day, 3-day relative deductible, maximum €5,000. These benefits may be combined.

✓ **Medical expenses in the country of residence following an accident (excluding residents outside the EU and French** Overseas Departments and Regions): reimbursement of treatment costs following an accident after payment by statutory social security schemes, and transport costs from the accident site to the nearest hospital, up to €5,000.

✓ **Repatriation Assistance (worldwide)**
- Medical, surgical, pharmaceutical and hospitalisation expenses abroad: up to €100,000
- Repatriation or medical transport: actual costs
- Repatriation of an accompanying person: return travel ticket
- Presence of a relative at the Insured Person's bedside: travel ticket plus hotel expenses up to €100 per night for a maximum of 7 nights
- Coffin costs : €2,000 per person
- Criminal bail abroad and legal assistance: €10,000 in the event of legal proceedings following a road traffic accident abroad

✓ **Search and rescue costs following an accident: up to €10,000**

✓ **Personal Liability (excluding residents outside the EU and French Overseas Departments** and Regions): bodily injury, property damage and consequential financial loss: €4,500,000 per claim, including €750,000 for property damage and consequential financial loss, subject to a €150 deductible, except for a limit of €300,000 for canyoning, rafting, climbing, high-altitude mountaineering, skiing, horse riding, sailing, kitesurfing, scuba diving, caving, bungee jumping, sledging and bullfighting.

Are there any restrictions on cover?

¿ Permanent Disability: 10% deductible
¿ Medical expenses in the country of residence: after payment by statutory social security schemes and supplementary health insurance, for residents of the EU and French Overseas Departments and Regions only.
¿ Personal Accident, Sports Package Fees, Daily Hospitalisation Benefits, Medical Expenses in the country of residence and Personal Liability are excluded for residents outside the EU and French Overseas Departments and Regions.

What is not insured?

The main exclusions are:
- ◊ Persons whose home is outside the European Union and the French Overseas Departments and Regions, in respect of Personal Accident, Sports Package Fees, Daily Hospitalisation Benefits, medical expenses in the country of residence and Personal Liability.
- ◊ Persons over 80 years of age on the date the insurance policy is taken out
- ◊ Professional sports participants
- ◊ Damage caused to other players, team-mates or opponents during a match in team sports.
- ◊ Accidents intentionally caused or provoked by the Insured Person, the consequences of completed or attempted suicide, and accidents caused by the use of drugs or narcotics not medically prescribed.
- ◊ Accidents occurring while acting as the pilot or crew member of an aircraft or other airborne device, or while practicing sports performed with or from such devices.
- ◊ Accidents arising from practicing a sport professionally and, even on an amateur basis, any sport requiring the use of motorized mechanical vehicles or equipment, whether as driver, pilot or passenger.
- ◊ Accidents caused by civil or foreign war, whether declared or not.
- ◊ Convalescence and medical conditions (illness or accident) still under treatment and not yet stabilized.
- ◊ Pre-existing illnesses that have been diagnosed and/or treated and resulted in hospitalization during the six months preceding the request for assistance.
- ◊ Travel undertaken for the purpose of diagnosis and/or treatment.
- ◊ Pregnancy, except in the event of an unforeseeable complication, and in all cases from the thirty-sixth week of pregnancy onwards.

Where am I covered?

- ✓ **Personal Accident, Search and Rescue Costs, Personal Liability and Repatriation Assistance** benefits apply worldwide, excluding excluded countries.
- ✓ Medical Expenses in the country of residence apply only in the country of residence where that country is in the European Union or the French Overseas Departments and Regions.
- ✓ Residents **of the European Union and the French Overseas** Departments and Regions are entitled to the policy benefits.
- ✓ **Residents outside the European** Union are entitled only to Repatriation Assistance and Search and Rescue Costs benefits.

What are my obligations?

When taking out the policy, answer accurately the questions asked by the insurer and its distributor, provide the requested documents and pay the premium stated in the policy.

During the term of the policy, report any change affecting the declarations made when the policy was taken out.

In the event of a claim, report any dispute as soon as you become aware of it and provide the insurer with the documents required to assess the claim.

When and how do I pay?

Premiums are payable within the time limits specified in the policy documentation. Payment may be made monthly or annually. The Insured Person pays by bank card when taking out the policy. The balance of the premium is paid by direct debit.

When does cover start and end?

For annual cover, the policy is entered into for a period of 12 months until its annual renewal date and is automatically renewed. For temporary cover, the policy takes effect on the date it is taken out and ends on the expiry date of the last applicable benefit purchased.

How can I cancel the policy?

A request to cancel an annual insurance policy must be sent by registered letter to: ASSUR CONNECT / Assurance Besafe – BP 60004, 92999 Paris La Défense, France, at least 2 months before the main renewal date.

For a temporary policy, the Insured Person may not cancel the policy.

Insurance Notice

BEsafe

Constituting the Policy Schedule

INSURER

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

DEFINITIONS

Insured Persons

This policy covers persons under 80 years of age who have enrolled in this policy, for the selected period of cover and in the event of an accident occurring solely while practicing a sport, whether in training or competition.

Insured Persons must be residents of the European Union or the French Overseas Departments and Regions to be eligible for Personal Accident, Sports Package Fees, Medical Expenses in the country of residence, Daily Hospitalisation Benefits and Personal Liability benefits.

Residents outside the EU and the French Overseas Departments and Regions are entitled to Repatriation Assistance and Search and Rescue Costs benefits.

The “cardiac event” and “ruptured aneurysm” benefits no longer apply to any Insured Person over 70 years of age on the date the policy is taken out.

Accident

Any unintentional bodily injury sustained by the victim and resulting from the sudden action of an external cause.

By extension of this definition, pathological conditions that are the direct consequence of such bodily injury are also covered.

The following are deemed to be accidents:

- injuries caused by fire, jets of steam, acids and corrosive substances, lightning and electric current;
- asphyxiation by immersion and asphyxiation caused by the unexpected inhalation of gas or vapor;
- the consequences of poisoning and bodily injury caused by the unintentional ingestion of toxic or corrosive substances;
- cases of sunstroke, congestion and frostbite following shipwreck, forced landing, collapse, avalanche, flooding or any other event of an accidental nature;
- the direct consequences of animal bites or insect stings, excluding illnesses (such as malaria and sleeping sickness) whose primary cause may be attributed to such bites or stings;
- injuries that may occur while scuba diving, including those caused by cold water shock or decompression;
- bodily injuries resulting from assault or terrorist attacks, riots, civil commotion or armed robbery of which the Insured Person is a victim, unless it is proven that they actively participated in such events as a perpetrator or instigator;
- the physiological consequences of surgical procedures, if they were required as a result of an accident covered under the policy.

THE FOLLOWING ARE NOT DEEMED TO BE ACCIDENTS:

-RUPTURED ANEURYSMS, MYOCARDIAL INFARCTIONS, CEREBRAL EMBOLISMS, EPILEPTIC SEIZURES AND SUBARACHNOID HAEMORRHAGES.

See the “Extensions of Cover” section

Illness

Any deterioration in health diagnosed by a duly qualified medical practitioner.

Insurance Year

The period between the policy inception date and its first renewal date, or between two main renewal dates.

Insured Person

The person designated as such in the Policy Schedule whose physical integrity is impaired as a result of an accident, thereby giving rise to payment of the insured benefits.

Insurer/We/Us

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

Terrorist Attack
Any criminal or unlawful attempt against persons, rights, property or even collective sentiments, where the latter are recognized and protected by law.

Endorsement
An agreement entered between the Policyholder and the Insurer recording amendments made to the policy.

Beneficiary(ies)
The person or persons who receive from the Insurer the sums payable in respect of a claim.

In the event of the Insured Person's death, unless another person has been designated by the Insured Person, the insured sum will be paid as follows:

- if the INSURED PERSON is married: to their spouse, provided that the spouses are not legally separated through the fault of that spouse and are not divorced; failing that, to their children born or unborn, living or represented; failing that, to their heirs;
- if the INSURED PERSON has entered a French civil solidarity pact (PACS): to their partner; failing that, to their heirs;
- if the INSURED PERSON is widowed or divorced: to their children; failing that, to their heirs;
- if the INSURED PERSON is single: to their heirs.

In all other cases, any other sums are paid to the Insured Person who sustained the accident.

Forfeiture of Rights
Loss by the Insured Person of their right to compensation.

Riot
A riot means any tumultuous movement in which part of the population confronts the bodies responsible for maintaining public order.

Exclusion
A risk that is not covered.

Fortuitous Event
A future, uncertain event that is beyond the control of the Insured Person.

Harmful Event
The event giving rise to the damage. A series of harmful events having the same technical cause is deemed to constitute a single harmful event.

Deductible
The portion of the indemnifiable loss that always remains payable by the Insured Person, with cover applying only above that amount. If several benefits are triggered by the same claim, the highest deductible will apply.

Group Scheme
A group in which all people are automatically covered by the policy. Insured Persons are identified either by name or by a description of the common criteria defining their group. Cover applies to an Insured Person as soon as they belong to the insured group.

ANY PERSON WHO INTENTIONALLY CAUSED OR PROVOKED THE CLAIM IS EXCLUDED FROM COVER.

Armed Robbery
Any organised armed attack intended to rob a bank, post office, jewelry shop or other business premises…

Benefit
Payment of a sum of money by the Insurer to the Insured Person or to a third party following the occurrence of a risk covered by the policy. The rules for calculating the benefit are set out in the special agreements, appendices and Policy Schedule.

Permanent Disability
A presumed permanent impairment of the Insured Person's physical abilities.

Its severity is expressed as a percentage determined by reference to the scale specified in the Policy Schedule.

Illness
Any deterioration in health diagnosed by a duly qualified medical practitioner.

Civil Commotion
Civil commotion means any internal disturbance characterized by disorder and unlawful acts, without necessarily involving an uprising against the established order.

Nullity
Retroactive termination of the policy. A void policy is deemed never to have been entered. The Insurer refunds the premiums (except in the event of bad faith on the part of the Insured Person or Policyholder). The Policyholder refunds any benefits received.

Premium
The amount that the policyholder must pay in return for the cover provided under the policy.

Limitation Period
The expiry of the right of both the Insurer and the Insured Person to bring any action arising out of the insurance policy after a period whose starting point and duration are determined by Article L. 114-1 of the French Insurance Code.

Cancellation
Termination of the policy by decision of the Insurer or the Policyholder.

Risk
An event liable to cause damage, or property exposed to such an event.

War or Exceptional Risks
Foreign war is a state of hostility between sovereign states or different peoples. Civil war is a state of general hostility between citizens of the same country. The risks concerned are hostilities, reprisals, torpedoes, mines and any other instruments of war, and generally all accidents and perils of war, as well as acts of sabotage or terrorism of a political nature or connected with war, together with capture, seizure, arrest, confiscation, coercion or detention by any government or authority whatsoever.

Claim
All losses that may be covered by the Insurer and that result from the same insured event.

Policyholder
The person designated as such in the Policy Schedule who signs the policy and undertakes to pay the premiums.

Private Life
The INSURED PERSON's private life means any activity carried out outside their professional life, including when performing domestic activities.

Professional Life
Professional life means the period during which, under the authority and direction of their employer, the Insured Person performs their employment contract at the time and place specified for that purpose.

You
The Policyholder.

SCOPE OF COVER
The benefits under this policy apply worldwide, solely and strictly while the INSURED PERSON is practicing, in training or competition, the sport declared to the Insurer on a private, non-professional basis.

PURPOSE OF THE INSURANCE
The purpose of the policy is to guarantee payment of the benefits defined below, where such benefits are provided and their amounts are stated in the Policy Schedule, in the event that the Insured Person sustains bodily injury in an accident.

This cover will not apply:

- **Where the Insurer is prohibited from providing an insurance policy or service as a result of sanctions, restrictions or prohibitions imposed by applicable laws and regulations;**

OR

- **Where the insured property and/or activities are subject to any sanction, restriction, full or partial embargo or prohibition imposed by applicable laws and regulations.**

EXCLUSIONS
WHETHER OR NOT BY WAY OF DEROGATION FROM THE ATTACHED GENERAL TERMS AND CONDITIONS, ONLY THE FOLLOWING EXCLUSIONS APPLY:

ACCIDENTS INTENTIONALLY CAUSED OR PROVOKED BY THE INSURED PERSON, THE CONSEQUENCES OF COMPLETED OR ATTEMPTED SUICIDE, AND ACCIDENTS CAUSED BY THE USE OF DRUGS OR NARCOTICS NOT MEDICALLY PRESCRIBED.

ACCIDENTS CAUSED OR PROVOKED BY THE INSURED PERSON WHILE DRIVING A VEHICLE WHERE THEIR BLOOD-ALCOHOL LEVEL EXCEEDS THE LIMIT SET BY THE ROAD TRAFFIC LAW OF THE COUNTRY IN WHICH THE ACCIDENT OCCURS.

ACCIDENTS RESULTING FROM THE INSURED PERSON'S PARTICIPATION IN A FIGHT (EXCEPT IN SELF-DEFENCE OR WHILE ASSISTING A PERSON IN DANGER), A DUEL, AN OFFENCE OR A CRIMINAL ACT.

ACCIDENTS OCCURRING WHILE ACTING AS THE PILOT OR CREW MEMBER OF AN AIRCRAFT OR OTHER AIRBORNE DEVICE, OR WHILE PRACTISING SPORTS PERFORMED WITH OR FROM SUCH DEVICES.

DAMAGE CAUSED TO OTHER PLAYERS, TEAM-MATES OR OPPONENTS DURING A MATCH.

ACCIDENTS ARISING FROM PRACTISING A SPORT PROFESSIONALLY AND, EVEN ON AN AMATEUR BASIS, ANY SPORT REQUIRING THE USE OF MOTORISED MECHANICAL VEHICLES OR EQUIPMENT, WHETHER AS DRIVER, PILOT OR PASSENGER. PRACTISING A SPORT INCLUDES TRAINING AND PARTICIPATION IN SPORTING EVENTS OR COMPETITIONS, EXCEPT FOR DRIVING DEMONSTRATIONS (WITHOUT SPEED RACING, RECORD ATTEMPTS OR TIMING), REGULARITY RALLIES AND TOURING RALLIES.

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

ACCIDENTS DUE TO IONISING RADIATION EMITTED BY NUCLEAR FUELS OR RADIOACTIVE PRODUCTS OR WASTE OR CAUSED BY WEAPONS OR DEVICES DESIGNED TO EXPLODE THROUGH ALTERATION OF THE STRUCTURE OF THE ATOMIC NUCLEUS.

ANY PERSON WHO INTENTIONALLY CAUSED OR PROVOKED THE CLAIM IS ALSO EXCLUDED FROM COVER.

NATURE OF BENEFITS

Death

If, within a maximum period of 24 months from the date of the accident sustained by the Insured Person, the accident results in death, We will pay the capital sum specified in the Policy Schedule to the person or persons designated therein as Beneficiary(ies).

If, before death, the same accident has already given rise to payment of a Permanent Disability benefit under the terms set out below, the death benefit will be reduced by the amount of that benefit.

Where the Insured Person's body is officially declared missing following the shipwreck, disappearance or destruction of the means of transport in which they were travelling, death will be presumed after one year from the date of the accident.

However, if at any time after payment of a benefit in respect of the Insured Person's disappearance it is established that the Insured Person is still alive, all sums improperly paid on that basis must be repaid to Us in full.

Permanent Disability

Where an accident results in Permanent Disability, We will pay the Insured Person a benefit whose maximum amount, corresponding to a 100% disability rating under the attached scale, is specified in the Policy Schedule.

Where the disability is only partial, the Insured Person is entitled only to a proportion of the benefit corresponding to the degree of disability.

Disabilities not listed in the scale will be compensated for according to their severity compared with the listed cases.

The benefit is fixed and contractual: it is determined in accordance with the rules set out above, regardless of the Insured Person's age or occupation.

The degree of disability will be determined once the final consequences of the accident can be assessed with certainty and, unless otherwise agreed between the Insured Person and Us, no later than one year after the date of the accident.

Death and disability benefits cannot be combined where they arise from the same accident.

Multiple Disabilities

Where the same accident causes several separate disabilities, the principal disability will first be assessed under the conditions set out above, and the other disabilities will then be assessed successively in proportion to the remaining capacity after the previous disabilities have been taken into account, without the overall rating exceeding 100%.

The total functional loss of a limb or organ is deemed equivalent to the loss of that limb or organ.

The loss of limbs or organs that were already non-functional before the accident gives rise to no benefit. If the accident affects a limb or organ that was already impaired, the benefit will be calculated by reference to the difference between its condition before and after the accident. Under no circumstances may the assessment of injuries caused by the accident be increased because of disabilities affecting limbs or organs not involved in the accident.

Nervous disorders and nerve injuries may be considered as consequences of a covered accident only where they are evidenced on examination by clearly identifiable clinical signs.

Treatment Costs

Where the accident sustained by the Insured Person requires medical care or treatment prescribed by a doctor, We will reimburse the resulting expenses, on production of supporting documents, up to the amount specified in the relevant Policy Schedule.

Cover includes reimbursement of practitioners' fees and the costs of surgery, hospitalization and medicines.

It also includes:

- reimbursement of the Insured Person's transport costs, by ambulance or any other means justified by the circumstances of the accident, from the place where the accident occurred to the nearest hospital able to provide treatment appropriate to the Insured Person's condition;
- reimbursement, up to a maximum of 20% of the insured amount, of the cost of ***the initial supply only of prosthetic or orthopedic devices, excluding*** the cost of subsequent replacement.

THE COSTS OF HEALTH CURES, HELIOTHERAPY AND THALASSOTHERAPY ARE NEVER COVERED.

Any reimbursement payable by Us under the foregoing provisions is in addition to benefits or compensation that may be payable to the Insured Person for the same expenses under the French Social Security system, any other group protection scheme or any insurance policy taken out previously, provided that the total amount received by the Insured Person does not exceed their actual out-of-pocket expenses.

Adaptation of Home and Vehicle

Where stated in the Policy Schedule, if the Insured Person suffers PARTIAL PERMANENT DISABILITY exceeding 33% following an accident covered by the policy and this requires adaptation of their home and/or vehicle, We will cover those costs on production of supporting documents, up to 10% of the capital sum provided under the DISABILITY benefit and subject to the maximum specified in the relevant Policy Schedule.

Daily Benefit in the Event of a Coma

Where stated in the Policy Schedule, if, following an accident and subject to the applicable exclusions, an Insured Person remains in a coma continuously for more than 10 days, the Insurer will, at the end of that period, pay the Beneficiary(ies) an advance against the capital sum provided under the DEATH or DISABILITY benefit. The daily amount, as specified in the relevant Policy Schedule, is payable from the 10th day of coma for a maximum of 365 days.

If the Insured Person subsequently dies as a result of the accident, the Insurer will pay the Beneficiary(ies) the balance of the insured capital sum.

If the Insured Person survives, the advance will remain theirs.

If the Insured Person suffers total or partial disability as a result of the accident, the Insurer will pay the Insured Person the balance of the insured capital sum.

Coma means any condition characterized by loss of relational functions (consciousness, mobility and sensitivity) while vegetative functions (breathing and spontaneous blood circulation) are maintained, as certified by a medical practitioner authorized to practice in France.

To claim under this benefit, the Policyholder or Beneficiary(ies) must send the Company, after the 10-day period, a medical certificate confirming that the Insured Person has remained continuously in a coma.

EXTENSIONS OF COVER

EXTENSION OF THE DEATH BENEFIT TO A “CARDIAC EVENT”, STRICTLY WITHIN THE LIMITS DEFINED BELOW:

Provided that all the conditions set out below are met, a “CARDIAC EVENT” will be treated as an event capable of triggering the DEATH benefit under this policy where an INSURED PERSON suffers their very first heart attack, meaning that the entirely unforeseeable cardiac event occurs for the first time and the INSURED PERSON has never previously experienced any warning of this kind or required medical treatment for such a condition.

This specific benefit, which would ordinarily fall within ILLNESS insurance, will be covered under this policy only if it can be medically proven, or at least stated with near certainty by doctors:

a) That the first heart attack was, on all reasonable assumptions, caused by an external event independent of the INSURED PERSON's state of health, for example an intense psychological or emotional event or a significant climatic phenomenon;

b) That it caused the INSURED PERSON's immediate death, or death no later than three months after it was first medically diagnosed.

EXTENSION OF THE DEATH BENEFIT TO A “RUPTURED ANEURYSM”, STRICTLY WITHIN THE LIMITS DEFINED BELOW:

- The Insured Person must be under 65 years of age at the time of the event;

- The Insured Person must have no history of vascular lesions (arteriosclerosis).

The “cardiac event” and “ruptured aneurysm” benefits no longer apply to any Insured Person over 65 years of age on the date the policy is taken out.

TERMINATION OF COVER

For each Insured Person, cover will automatically end:

- on the date when the relationship between the Insured Person and the Policyholder ends, i.e. the date on which the Insured Person ceases to belong to the eligible insured group;
- on the date the policy is cancelled or not renewed;
- at the end of the Insurance Year in which the Insured Person reaches the age of eighty.

NOTIFICATION OF CLAIMS

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

FORM AND REQUIRED INFORMATION

The Insured Person or their legal successors, You where applicable, or any representative acting on their behalf must notify any claim to Our registered office or to Our representative named in the policy, either in writing or orally against a receipt, no later than fifteen days from the date on which they became aware of it.

If the claim is not reported within the period stated above, except in the event of an unforeseen event or force majeure, We may invoke forfeiture of cover where We can establish that the delay caused Us prejudice (Article L. 113-2 of the French Insurance Code).

They must also provide the notification with all information concerning the seriousness, causes and circumstances of the claim and, where possible, the names and addresses of witnesses and responsible parties.

The claim notification must include in particular:

- the date, circumstances and place of the accident;
- the surname, first name, date of birth, address and occupation of the victim or victims;
- the initial medical certificate describing the nature of the injuries and their likely consequences;
- where applicable, the police or gendarmerie report and the names and addresses of the person responsible for the accident and any witnesses.

The victim or their legal successors must take all reasonable steps to limit the consequences of the accident and, in particular, obtain the medical treatment required by the victim's condition.

Our appointed representatives and doctors will, unless there is justified objection, have free access to the victim and their treating doctors in order to assess the victim's **condition. Any intentional false statement concerning the date or circumstances of an accident, where duly established and liable to prejudice Us, will result in forfeiture of the right to compensation, and any compensation already paid must be reimbursed to Us.**

DETERMINATION OF THE CAUSES AND CONSEQUENCES OF THE ACCIDENT

The causes and consequences of the accident, the degree of disability and the duration of total or partial temporary incapacity will be determined by agreement between the parties or, failing agreement, by two doctors, one appointed by each party. In the event of disagreement, they will appoint a third doctor to decide between them. If they cannot agree on the appointment of the third doctor, or if one party fails to appoint its expert, the appointment will be made, at the request of the more diligent party, by the President of the Tribunal de grande instance having jurisdiction over the Insured Person's place of residence, without oath or other formality.

Each party will bear the fees and expenses of the doctor it appoints. The fees and expenses of any third doctor will be shared equally between the parties.

MEDICAL EXAMINATION AND CONTROL

The Insured Person must submit to examination by doctors appointed by Us. Our representatives will have access to the Insured Person whenever We consider it necessary. The Insured Person or any Beneficiary may forfeit their rights if, without valid reason, they refuse to allow Our representatives to carry out checks or obstruct such checks and, after forty-eight hours' prior notice by registered letter, We continue to encounter refusal or remain unable to carry out Our checks.

Any fraud, concealment or false statement by You or by the Beneficiary of the compensation, intended to mislead Us as to the circumstances or consequences of a claim, will result in the loss of all entitlement to compensation for that claim.

SETTLEMENT OF BENEFITS

DETERMINATION OF THE CAUSES AND CONSEQUENCES OF THE ACCIDENT

The causes and consequences of the accident, the degree of disability and the duration of total or partial temporary incapacity will be determined by agreement between the parties or, failing agreement, by two doctors, one appointed by each party. In the event of disagreement, they will appoint a third doctor to decide between them. If they cannot agree on the appointment of the third doctor, or if one party fails to appoint its expert, the appointment will be made, at the request of the more diligent party, by the President of the Tribunal de grande instance having jurisdiction over the Insured Person's place of residence, without oath or other formality.

Each party will bear the fees and expenses of the doctor it appoints. The fees and expenses of any third doctor will be shared equally between the parties.

AGGRAVATION INDEPENDENT OF THE ACCIDENTAL EVENT

Whenever the consequences of an accident are aggravated by the victim's constitutional condition, a lack of care due to negligence or empirical treatment, a pre-existing illness or disability and, in particular, a diabetic or blood-related condition, the benefits payable will be determined according to the consequences the accident would have had for a healthy, able-bodied person receiving appropriate treatment.

PAYMENT

The insured benefits are payable:

- In the event of death or Permanent Disability, within one month after receipt of documents evidencing the Insured Person's accidental death and the Beneficiary's entitlement, or after the parties agree on the degree of disability;
- In the event of Temporary Incapacity, as soon as the Insured Person has resumed their normal activities and, in any event, on expiry of the maximum period specified in the Policy Schedule;
- Where the Treatment Costs and Search and Rescue Costs benefit apply, within one month from receipt of supporting documents showing the amount of reimbursable expenses incurred;
- Failing agreement between the parties, within fifteen days after the court decision becomes enforceable.

MISCELLANEOUS PROVISIONS

INFORMATION FOR INSURED PERSONS

In the case of a Group Scheme policy:

You must provide Insured Persons with **a detailed information** notice setting out the benefits provided under this policy and the terms on which they apply.

You must also inform Insured Persons in advance and in writing of any reduction in the benefits provided under this policy.

The policy is governed by French law and the provisions of the French Insurance Code.

PERSONAL DATA PROTECTION

Tokio Marine HCC respects your right to privacy and the protection of your personal data. In our Data Protection Policy (available on our website), we explain who we are, how we collect, share and use personal data concerning you, and how you may exercise your data protection rights. For any questions or concerns regarding our use of personal data concerning you, please email: DPO-TMELux@tmhcc.com.

We may collect personal data concerning you, such as your name, email address, postal address, telephone number, sex and date of birth. We may also collect sensitive personal data, such as information relating to your physical or mental health. We require this sensitive data in order to enter into and perform a contract with you. We retain personal data and sensitive data only for as long as we have a legitimate business need to do so.

We may disclose your personal data and/or sensitive personal data:

- To companies within our group;
- To service providers, subcontractors and partners that provide data-processing services to us or otherwise process personal data for the purposes described in our Data Protection Policy or for purposes notified to you in writing when we collect your personal data;
- To any body, law-enforcement agency, regulatory authority, competent administrative authority, court or other third party where we consider such disclosure necessary (i) under applicable laws or regulations, (ii) to exercise, establish or defend our rights, or (iii) to protect your interests or those of any other person;
- To any prospective purchaser (and its representatives and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the purchaser that it may use your personal data only for the purposes described in our Data Protection Policy; or
- To any other person where we have obtained your consent for this purpose.

Personal data and sensitive personal data concerning you may be transferred to and processed in countries other than the country in which you reside. Those countries may have data-protection laws that differ from those of your country of residence. We share data among Tokio Marine group companies under our Intra-Group Data Transfer Agreement, which incorporates the EU Standard Contractual Clauses.

We apply appropriate technical and organizational measures to protect the personal data that we collect from and process you. The measures we apply are designed to provide a level of security appropriate to the risks associated with processing your personal data.

You are entitled to know what data we hold about you and to exercise the Data Subject Access Request procedure. You are also entitled to request rectification of data concerning you so that our records are accurate. In certain cases, you have other data-protection rights, including the right to request erasure, object to processing, restrict processing and, in certain circumstances, request data portability. Further information is available in our Data Protection Policy.

You may choose at any time to opt out of receiving marketing information from us. You may exercise this right by clicking the “unsubscribe” or “opt-out” link in the marketing or advertising emails we send you. Likewise, where we have collected and processed your personal data, whether sensitive or not, with your consent, you are entitled to withdraw that consent at any time. Withdrawal of your consent will not make any processing unlawful processing carried out before the date of withdrawal, nor will it affect processing of your personal data carried out on another lawful basis that does not require your prior consent. You have the right to lodge a complaint with the competent data-protection authority concerning our collection and use of your personal data.

LIMITATION PERIOD

In accordance with Articles L. 114-1 and L. 114-2 of the French Insurance Code, all actions arising out of this policy are time-barred, meaning they may no longer be brought, after two years from the event giving rise to them.

However, this period does not begin to run:

- In the event of concealment, omission, or a false or inaccurate statement concerning the risk, until the date on which the Insurer becomes aware of it;
- In the event of a claim, until the date on which the Beneficiaries become aware of it, provided they prove that they were previously unaware of it.

The limitation period is extended to ten years for cover against accidents affecting persons where the Beneficiaries are the legal successors of the deceased Insured Person.

The limitation period is interrupted by any of the ordinary causes of interruption of limitation (acknowledgement by the debtor of the right of the person against whom time was running, legal proceedings including interim proceedings, a protective measure taken under the French Code of Civil Enforcement Procedures, or an enforcement measure) and by the appointment of experts following a claim. The limitation period may also be interrupted by the sending of a registered letter or registered electronic communication with acknowledgement of receipt, sent by the Insurer to the Insured Person in respect of an action for payment of premium, or by the Insured Person to the Insurer in respect of settlement of a benefit.

SUBROGATION

In accordance with Article L. 121-12 of the French Insurance Code, TOKIO MARINE EUROPE S.A. (TOKIO MARINE HCC) is subrogated, up to the amount of any compensation paid by it, to the Insured Person's rights and remedies against third parties.

COMPLAINTS – MEDIATION

In the event of difficulty, the Policyholder should contact the Broker through whom the contract was taken out. If the response is unsatisfactory, the Insured Person or Policyholder may submit a complaint to:

Tokio Marine Europe S.A. (French branch), 36 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 or Broker will acknowledge receipt of the complaint within no more than 10 working days from the date it is sent, unless a substantive response is provided to the customer within that period. A response will be sent to the insured within no more than two months from the date the complaint is sent. A complaint is defined as an expression of dissatisfaction with a professional, regardless of the contact person or department to which it is addressed. It may be made by any person, including where no contractual relationship exists with the professional: customers (individuals or businesses), former customers, beneficiaries, persons who have requested a product or service from the professional or who have been approached by a professional, including their representatives and legal successors.

A request for a service, benefit, information or advice is not a complaint.

For complaints made orally or by instant messaging that does not allow the complainant to retain a dated copy, the complainant will be invited to formalize the complaint on a durable written medium where full satisfaction cannot be provided immediately.

Every response will include the contact details of La Médiation de l'Assurance (provided that the contract was not taken out to cover professional risks), as set out below, and will state whether the Ombudsman may be contacted immediately or, where this is not the case and the mediation service acts as a consumer mediator, that the Ombudsman may in any event be contacted two months after the first written complaint was sent to the professional, regardless of the contact person or department to which it was addressed. The mediation service's contact details are:

LA MEDIATION DE L'ASSURANCE TSA 50110 75441 PARIS CEDEX 09

La Médiation de l'Assurance has no jurisdiction over contracts taken out to cover professional risks.

SUPERVISORY AUTHORITY

In accordance with the French Insurance Code (Article L. 112-4), TOKIO MARINE **EUROPE S.A. is** supervised by the Commissariat aux Assurances, 7 boulevard Joseph II, L-1840 Luxembourg, Grand Duchy of Luxembourg.

INTERNATIONAL SANCTIONS

Suspensive sanctions clause:

The insured agrees, as a condition of this insurance, that the provision of any cover, payment of any claim and provision of any benefit under this contract are suspended to the extent that providing such cover, paying such claim or providing such benefit would expose the insurer to any sanction, prohibition or restriction under:

- One or more United Nations resolutions;

or

- Trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America.

Such suspension will remain in force until the insurer is no longer exposed to the relevant sanction, prohibition or restriction.

Tokio Marine HCC is the trading name of Tokio Marine Europe S.A., a member of the Tokio Marine HCC Group. Tokio Marine Europe S.A. is authorised by the Luxembourg Minister of Finance and supervised by the Commissariat aux Assurances (CAA). Registered with the Luxembourg Trade and Companies Register under No. B221975, its registered office is at 26, Avenue de la Liberté, L-1930 Luxembourg. Share capital: USD 1,159,060. Tokio Marine Europe S.A. (French branch), 36, rue de Châteaudun, CS 30099, 75441 Paris Cedex 09, is registered with the Paris Trade and Companies Register under No. B 843 295 221, VAT No. FR 60 843 295 221, and operates in accordance with the provisions of the French Insurance Code.

Besafe, bodily injury insurance for sports participants	Limits and benefits
Personal Accident (excluding residents outside the EU and French Overseas Departments and Regions)	
Accidental Death	€15,000
Accidental Partial Permanent Disability (PPD) or Total Permanent Disability (TPD)	€30,000, subject to a 10% relative deductible under the insurer's scale
Daily Benefit in the Event of a Coma	From 10 consecutive days in a coma and for up to 365 days: 2% of the accidental death capital per week of coma, limited to 365 days
Adaptation of the Home or Vehicle	Up to a maximum of €3,000
Medical Expenses (excluding residents outside the EU and French Overseas Departments and Regions)	
Reimbursement of medical expenses in the country of residence (excluding residents outside the EU and French Overseas Departments and Regions)	€5,000 per Person – €30 deductible
Reimbursement of emergency dental treatment	€150 per Person
Personal Liability (excluding residents outside the EU and French Overseas Departments and Regions)	
Bodily injury, property damage and consequential financial loss	€4,500,000 per claim, including €750,000 for property damage and consequential financial loss, subject to an absolute deductible of €150 per claim. Limited to €300,000 for the following sports: canyoning, rafting, climbing, high-altitude mountaineering, skiing, horse riding, sailing, kitesurfing, scuba diving, caving, bungee jumping, sledging and bullfighting
Property damage and consequential financial loss, subject to an absolute deductible of €150 per claim	€750,000 per claim Limited to €300,000 for the following sports: canyoning, rafting, climbing, high-altitude mountaineering, skiing, horse riding, sailing, kitesurfing, scuba diving, caving, bungee jumping, sledging and bullfighting.
Search and Rescue Costs (worldwide)	
Search and rescue costs where the Insured Person is missing or placed in danger following an accident	€10,000
Repatriation Assistance (worldwide)	
Repatriation or medical transport	Actual costs
Medical, surgical and pharmaceutical expenses, with the possibility of advance payment	€100,000
Repatriation of the accompanying person	Return Travel ticket
Presence with the hospitalized Insured Person	Travel ticket plus hotel costs of €100 per night, up to a maximum of 7 nights
Repatriation or transport of the body in the event of death	Travel ticket
Coffin costs	€2,000 per person
Advance payment of criminal bail and cover of lawyers' fees	€10,000
Defense before civil, commercial or administrative courts; defense of civil interests before criminal courts	Costs payable by the Insurer, except where the applicable benefit limit is exceeded
Benefits included with annual cover (excluding residents outside the EU and French Overseas Departments and Regions)	
Reimbursement of sports package fees	Pro rata for the unused period, up to €200; medical exemption from sports activities lasting more than 7 days, evidenced by a medical certificate, following a covered Accident.
Daily hospitalisation benefits following an accident	€50/day; hospitalisation lasting more than 3 days; 3-day relative deductible; maximum €5,000.

Personal Accident

General Terms and Conditions

Ref. GT&C – PA – 07/25

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7. MISCELLANEOUS PROVISIONS

The policy consists of these General Terms and Conditions, Special Agreements and Appendices. It is supplemented and adapted by the Policy Schedule, which forms an integral part of it.

The policy is governed by the French Insurance Code. If it covers risks situated, within the meaning of Article L. 191-2 of the French Insurance Code, in the departments of Bas-Rhin, Haut-Rhin or Moselle, the specific provisions of Title IX of that Code **apply, with the exception, unless otherwise agreed, of Articles L. 191-7 and L. 192-3.**

If the policy is not written on a co-insurance basis, the terms “Lead Insurer” and “Insurers” should be read as “Insurer”.

1. GENERAL PROVISIONS

1.1 DEFINITIONS

Accident

Any unintentional bodily injury sustained by the victim and resulting from the sudden action of an external cause.

By extension of this definition, pathological conditions that are the direct consequence of such bodily injury are also covered.

The following are deemed to be accidents:

- injuries caused by fire, jets of steam, acids and corrosive substances, lightning and electric current;
- asphyxiation by immersion and asphyxiation caused by the unexpected inhalation of gas or vapour;
- the consequences of poisoning and bodily injury caused by the unintentional ingestion of toxic or corrosive substances;
- cases of sunstroke, congestion and frostbite following shipwreck, forced landing, collapse, avalanche, flooding or any other event of an accidental nature;
- the direct consequences of animal bites or insect stings, excluding illnesses (such as malaria and sleeping sickness) whose primary cause may be attributed to such bites or stings;
- injuries that may occur while scuba diving, including those caused by cold-water shock or decompression;
- bodily injuries resulting from assault or terrorist attacks, riots, civil commotion or armed robbery of which the Insured Person is a victim, unless it is proven that they actively participated in such events as a perpetrator or instigator;
- the physiological consequences of surgical procedures, if they were required as a result of an accident covered under the policy.

THE FOLLOWING ARE NOT DEEMED TO BE ACCIDENTS:

- **RUPTURED ANEURYSMS, MYOCARDIAL INFARCTIONS, CEREBRAL EMBOLISMS, EPILEPTIC SEIZURES AND SUBARACHNOID HAEMORRHAGES.**

Assault

Any unintentional bodily injury sustained by the INSURED PERSON and resulting from the deliberate, sudden and violent act of another person or group of persons.

Insurance Year

The period between the policy inception date and its first renewal date, or between two main renewal dates.

Insured Person

The person designated as such in the Policy Schedule whose physical integrity is impaired as a result of an accident, thereby giving rise to payment of the insured benefits.

Insurer/We/Us

TOKIO MARINE EUROPE S.A. (TOKIO MARINE HCC)

French Branch, 36 rue de Châteaudun, CS 30099, 75441 Paris Cedex 09

Terrorist Attack

Any criminal or unlawful attempt against persons, rights, property or even collective sentiments, where the latter are recognized and protected by law.

Endorsement
An agreement entered between the Policyholder and the Insurer recording amendments made to the policy.

Beneficiary(ies)
The person or persons who receive from the Insurer the sums payable in respect of a claim.

In the event of the Insured Person's death, unless another person has been designated by the Insured Person, the insured sum will be paid as follows:

- if the INSURED PERSON is married: to their spouse, provided that the spouses are not legally separated through the fault of that spouse and are not divorced; failing that, to their children born or unborn, living or represented; failing that, to their heirs;
- if the INSURED PERSON has entered a French civil solidarity pact (PACS): to their partner; failing that, to their heirs;
- if the INSURED PERSON is widowed or divorced: to their children; failing that, to their heirs;
- if the INSURED PERSON is single: to their heirs.

In all other cases, any other sums are paid to the Insured Person who sustained the accident.

Forfeiture of Rights
Loss by the Insured Person of their right to compensation.

Riot
A riot means any tumultuous movement in which part of the population confronts the bodies responsible for maintaining public order.

Exclusion
A risk that is not covered.

Fortuitous Event
A future, uncertain event that is beyond the control of the Insured Person.

Harmful Event
The event giving rise to the damage. A series of harmful events having the same technical cause is deemed to constitute a single harmful event.

Deductible
The portion of the indemnifiable loss that always remains payable by the Insured Person, with cover applying only above that amount. If several benefits are triggered by the same claim, the highest deductible will apply.

Group Scheme
A group in which all people are automatically covered by the policy. Insured Persons are identified either by name or by a description of the common criteria defining their group. Cover applies to an Insured Person as soon as they belong to the insured group.

ANY PERSON WHO INTENTIONALLY CAUSED OR PROVOKED THE CLAIM IS EXCLUDED FROM COVER.

Armed Robbery
Any organized armed attack intended to rob a bank, post office, jewelry shop or other business premises…

Benefit
Payment of a sum of money by the Insurer to the Insured Person or to a third party following the occurrence of a risk covered by the policy. The rules for calculating the benefit are set out in the special agreements, appendices and Policy Schedule.

Permanent Disability
A presumed permanent impairment of the Insured Person's physical abilities.

Its severity is expressed as a percentage determined by reference to the scale specified in the Policy Schedule.

Illness
Any deterioration in health diagnosed by a duly qualified medical practitioner.

Civil Commotion
Civil commotion means any internal disturbance characterized by disorder and unlawful acts, without necessarily involving an uprising against the established order.

Nullity
Retroactive termination of the policy. A void policy is deemed never to have been entered.

The Insurer refunds the premiums, except in the event of bad faith on the part of the Insured Person or Policyholder. The Policyholder refunds any benefits received.

Premium
The amount that the policyholder must pay in return for the cover provided under the policy.

Limitation Period
The expiry of the right of both the Insurer and the Insured Person to bring any action arising out of the insurance policy after a period whose starting point and duration are determined by Article L. 114-1 of the French Insurance Code.

Cancellation
Termination of the policy by decision of the Insurer or the Policyholder.

Risk
An event liable to cause damage, or property exposed to such an event.

War or Exceptional Risks
Foreign war is a state of hostility between sovereign states or different peoples. Civil war is a state of general hostility between citizens of the same country. The risks concerned are hostilities, reprisals, torpedoes, mines and any other instruments of war, and generally all accidents and perils of war, as well as acts of sabotage or terrorism of a political nature or connected with war, together with capture, seizure, arrest, confiscation, coercion or detention by any government or authority whatsoever.

Claim
All losses that may be covered by the Insurer and that result from the same insured event.

Policyholder
The person designated as such in the Policy Schedule who signs the policy and undertakes to pay the premiums.

Private Life
The INSURED PERSON's private life means any activity carried out outside their professional life, including when performing domestic activities.

Professional Life
Professional life means the period during which, under the authority and direction of their employer, the Insured Person performs their employment contract at the time and place specified for that purpose.

You
The Policyholder.

1.2 SCOPE OF COVER
The policy applies worldwide, unless a more restrictive territorial scope is specified in the Policy Schedule, in accordance with the scope of cover stated in the Policy Schedule and for all bodily accidents that are not excluded. The circumstances in which cover applies, such as professional life or private life, are specified in the Policy Schedule.

1.3 PURPOSE OF THE INSURANCE
The purpose of the policy is to guarantee payment of the benefits defined below, where such benefits are provided and their amounts are stated in the Policy Schedule, if the Insured Person sustains bodily injury in an accident.

This cover will not apply:

- where the Insurer is prohibited from providing an insurance policy or service because of sanctions, restrictions or prohibitions imposed by applicable laws and regulations;

OR

- where the insured property and/or activities are subject to any sanction, restriction, full or partial embargo or prohibition imposed by applicable laws and regulations.

1.4 EXCLUSIONS
ACCIDENTS INTENTIONALLY CAUSED OR PROVOKED BY THE INSURED PERSON, THE CONSEQUENCES OF COMPLETED OR ATTEMPTED SUICIDE, AND ACCIDENTS CAUSED BY THE USE OF DRUGS OR NARCOTICS NOT MEDICALLY PRESCRIBED.

ACCIDENTS OCCURRING WHILE THE INSURED PERSON IS DRIVING A VEHICLE AND THEIR BLOOD-ALCOHOL LEVEL EXCEEDS THE LEGAL LIMIT IN THE COUNTRY IN WHICH THE ACCIDENT OCCURS.

ACCIDENTS RESULTING FROM THE INSURED PERSON'S PARTICIPATION IN A FIGHT, EXCEPT IN SELF-DEFENCE OR WHILE ASSISTING A PERSON IN DANGER, A DUEL, AN OFFENCE OR A CRIMINAL ACT.

ACCIDENTS OCCURRING WHILE ACTING AS THE PILOT OR CREW MEMBER OF AN AIRCRAFT OR OTHER AIRBORNE DEVICE, OR WHILE PRACTISING SPORTS PERFORMED WITH OR FROM SUCH DEVICES.

ACCIDENTS ARISING FROM PRACTISING A SPORT PROFESSIONALLY AND, EVEN ON AN AMATEUR BASIS, ANY SPORT REQUIRING THE USE OF MOTORISED MECHANICAL VEHICLES OR EQUIPMENT, WHETHER AS DRIVER, PILOT OR PASSENGER. PRACTISING A SPORT INCLUDES TRAINING, TRIALS AND PARTICIPATION IN SPORTING EVENTS OR COMPETITIONS.

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

ACCIDENTS DUE TO IONISING RADIATION EMITTED BY NUCLEAR FUELS OR RADIOACTIVE PRODUCTS OR WASTE OR CAUSED BY WEAPONS OR DEVICES DESIGNED TO EXPLODE THROUGH ALTERATION OF THE STRUCTURE OF THE ATOMIC NUCLEUS.

1.5 POLICYHOLDER'S DUTY OF DISCLOSURE

When taking out the policy

The policy is issued based on your answers to Our questions, which enable Us to assess the risks We are being asked to cover (Article L. 113-2 of the French Insurance Code).

Subject to the penalties set out below, You must answer all questions We ask fully and accurately, particularly those in the risk declaration form, where one is required.

You must disclose:

- the exact activity of the company or eligible group;
- any specific risks to which the Insured Persons may be exposed;
- the composition and demographic profile of the group of Insured Persons.

During the term of the policy

You must notify Us by registered letter of any change in the information provided when the policy was taken out and recorded in the Policy Schedule, including any change affecting the risk-assessment factors listed in the paragraph above.

This notification must be made within FIFTEEN DAYS from the date on which You become aware of the change.

Where the change constitutes such an increase in risk that, had the new circumstances existed when the policy was taken out, We would not have entered into the policy or would have done so only for a higher premium, the change must be declared subject to the penalties set out in the paragraph below. Under the conditions laid down in Article L. 113-4 of the French Insurance Code, We may either cancel the policy on TEN DAYS' notice or propose a new premium.

If You do not respond to Our proposal or expressly refuse the new premium, We may cancel the policy after THIRTY DAYS from the date of the proposal.

If the insured risks decrease, You are entitled to a reduction in the premium. If We do not agree to the reduction, You may terminate the policy. Cancellation will then take effect THIRTY DAYS after notice is given.

We must then refund the portion of premium corresponding to the period during which the risk was no longer covered.

PENALTIES

Any concealment, intentional misrepresentation, omission or inaccuracy in the declaration of the circumstances or increases in risk referred to in the preceding paragraphs will be penalized, even if it had no bearing on the claim, in accordance with Articles L. 113-8 and L. 113-9 of the French Insurance Code:

- where You or the Insured Person acted in bad faith, the policy will be void;
- where bad faith on Your part or that of the Insured Person is not established, the claim payment will be reduced in the proportion that the premiums actually paid bear to the premiums that would have been payable had the risks been fully and accurately declared. The rate used as the basis for this reduction will be the rate applicable, as appropriate, when the policy was taken out, on the date the risk increased or, if that date cannot be determined, on the last renewal date preceding the claim.

In the event of fraud by the Policyholder or Insured Person, the full premium will remain due to the Insurer.

2. NATURE OF BENEFITS

2.1 DEATH

If, within a maximum period of 24 months from the date of the accident sustained by the Insured Person, the accident results in death, We will pay the capital sum specified in the Policy Schedule to the person or persons designated therein as Beneficiary(ies).

If, before death, the same accident has already given rise to payment of a Permanent Disability benefit under the terms set out below, the death benefit will be reduced by the amount of that benefit.

Where the Insured Person's body is officially declared missing following the shipwreck, disappearance or destruction of the means of transport in which they were travelling, death will be presumed after one year from the date of the accident.

However, if at any time after payment of a benefit in respect of the Insured Person's disappearance it is established that the Insured Person is still alive, all sums improperly paid on that basis must be repaid to Us in full.

2.2 PERMANENT DISABILITY

Where an accident results in Permanent Disability, We will pay the Insured Person a benefit whose maximum amount, corresponding to a 100% disability rating under the attached scale, is specified in the Policy Schedule.

Where the disability is only partial, the Insured Person is entitled only to a proportion of the benefit corresponding to the degree of disability.

Disabilities not listed in the scale will be compensated for according to their severity compared with the listed cases.

The benefit is fixed and contractual: it is determined in accordance with the rules set out above, regardless of the Insured Person's age or occupation.

The degree of disability will be determined once the final consequences of the accident can be assessed with certainty and, unless otherwise agreed between the Insured Person and Us, no later than one year after the date of the accident.

Death and disability benefits cannot be combined where they arise from the same accident.

2.3 MULTIPLE DISABILITIES

Where the same accident causes several separate disabilities, the principal disability will first be assessed under the conditions set out above, and the other disabilities will then be assessed successively in proportion to the remaining capacity after the previous disabilities have been considered, without the overall rating exceeding 100%.

The total functional loss of a limb or organ is deemed equivalent to the loss of that limb or organ.

The loss of limbs or organs that were already non-functional before the accident gives rise to no benefit. If the accident affects a limb or organ that was already impaired, the benefit will be calculated by reference to the difference between its condition before and after the accident. Under no circumstances may the assessment of injuries caused by the accident be increased because of disabilities affecting limbs or organs not involved in the accident.

Nervous disorders and nerve injuries may be considered as consequences of a covered accident only where they are evidenced on examination by clearly identifiable clinical signs.

2.4 TEMPORARY INCAPACITY

Where stated in the Policy Schedule, the amount of the benefit specified therein will be paid for the period during which a covered accident renders the Insured Person totally unable to carry out their usual occupation.

Any resumption, even partial, of the Insured Person's activities will stop payment of the benefit. The benefit is payable from the day after the accident, after deduction of the waiting period specified in the Policy Schedule, until recovery or stabilization, but for no more than 365 days in respect of the same accident, unless otherwise provided in the Policy Schedule.

In the event of a relapse within three months after activities are resumed, the waiting period will not apply a second time and the benefit will be paid from the first day of the new period of incapacity under the same claim.

Any amount paid in respect of Temporary Incapacity will be deducted from amounts payable under any Death or Permanent Disability benefits arising from the same accident.

2.5 TREATMENT COSTS

Where stated in the Policy Schedule, if the accident sustained by the Insured Person requires medical care or treatment prescribed by a doctor, We will reimburse the resulting expenses, on production of supporting documents, up to the amount specified in the relevant Policy Schedule.

Cover includes reimbursement of practitioners' fees and the costs of surgery, hospitalization and medicines.

It also includes:

- reimbursement of the Insured Person's transport costs, by ambulance or any other means justified by the circumstances of the accident, from the place where the accident occurred to the nearest hospital able to provide treatment appropriate to the Insured Person's condition;
- reimbursement, up to a maximum of 20% of the insured amount, of the cost of the initial supply only of prosthetic or orthopedic devices, excluding the cost of subsequent replacement.

THE COSTS OF HEALTH CURES, HELIOTHERAPY AND THALASSOTHERAPY ARE NEVER COVERED.

Any reimbursement payable by Us under the foregoing provisions is in addition to benefits or compensation that may be payable to the Insured Person for the same expenses under the French Social Security system, any other group protection scheme or any insurance policy taken out previously, provided that the total amount received by the Insured Person does not exceed their actual out-of-pocket expenses.

2.6 SEARCH AND RESCUE COSTS

Where stated in the Policy Schedule, the insurance covers, up to the amount specified therein, reimbursement of search and rescue costs payable by the Insured Person if they are reported missing or in danger, provided that:

1. The search or rescue operations are carried out by public or private rescue organizations or by individual rescuers in order to assist the Insured Person;
2. The search or rescue operations are undertaken following an accident covered under this policy.

However, where the Insured Person has not sustained an accident but has nevertheless been reported missing or in danger in circumstances such that the search or rescue costs would have been covered had an accident occurred, those costs will be reimbursed up to half the amount specified in the Policy Schedule.

2.7 ADAPTATION OF THE HOME/VEHICLE

Where stated in the Policy Schedule, if the Insured Person suffers PARTIAL PERMANENT DISABILITY exceeding 33% following an accident covered by the policy and this requires adaptation of their home and/or vehicle, We will cover those costs on production of supporting documents, up to 10% of the capital sum provided under the DISABILITY benefit and subject to the maximum specified in the relevant Policy Schedule.

2.8 DAILY BENEFIT IN THE EVENT OF A COMA

Where stated in the Policy Schedule, if, following an accident and subject to the applicable exclusions, an Insured Person remains in a coma continuously for more than 10 days, the Insurer will, at the end of that period, pay the Beneficiary(ies) an advance against the capital sum provided under the DEATH or DISABILITY benefit. The daily amount, as specified in the relevant Policy Schedule, is payable from the 10th day of coma for a maximum of 365 days.

If the Insured Person subsequently dies as a result of the accident, the Insurer will pay the Beneficiary(ies) the balance of the insured capital sum.

If the Insured Person survives, the advance will remain theirs.

If the Insured Person suffers total or partial disability as a result of the accident, the Insurer will pay the Insured Person the balance of the insured capital sum.

Coma means any condition characterized by loss of relational functions (consciousness, mobility and sensitivity) while vegetative functions (breathing and spontaneous blood circulation) are maintained, as certified by a medical practitioner authorized to practice in France.

To claim under this benefit, the Policyholder or Beneficiary(ies) must send the Company, after the 10-day period, a medical certificate confirming that the Insured Person has remained continuously in a coma.

3. FORMATION AND DURATION OF THE POLICY

3.1 INCEPTION

The insurance policy is formed as soon as the parties reach agreement. Once signed by them, it records their mutual commitments.

Cover begins on the inception date stated in the Policy Schedule, unless the Schedule provides that cover is conditional upon payment of the first premium. The same provisions apply to any endorsement to the policy.

3.2 DURATION

Unless otherwise agreed:

- The policy is entered into for a period of one year.
- On expiry, it is automatically renewed from year to year unless either party cancels it by registered letter at least two months before the annual premium renewal date.
- Any insurance taken out for a period of less than one year will automatically end, without automatic renewal, on expiry of the agreed period.

For automatically renewable policies covering natural people outside their professional activities, the Insured Person will be informed, with each renewal notice, of the deadline for exercising the right not to renew the policy.

Where the renewal notice is sent less than fifteen days before that deadline, or after it, the Insured Person will be informed in the notice that they have twenty days from the date on which the notice was sent to decline renewal of the policy. In that case, the time limit runs from the date shown by the postmark.

Where this information has not been provided in accordance with the first paragraph, the Insured Person may terminate the policy without penalty at any time from the renewal date by sending a registered letter to the

Lead Insurer. Cancellation takes effect on the day after the date shown by the postmark, in accordance with Article L. 113-15-1 of the French Insurance Code.

During the term of the policy, the parties may cancel it in the circumstances set out in the cancellation section below.

3.3 CONTINUATION AND TERMINATION OF COVER

For each Insured Person, cover will automatically end:

- on the date when the relationship between the Insured Person and the Policyholder ends, i.e. the date on which the Insured Person ceases to belong to the eligible insured group;
- on the date the policy is cancelled or not renewed. However, in the case of a compulsory group policy, We must continue cover, without any qualifying period, medical examination or health questionnaire, for Insured Persons who request this before expiry of the cancellation notice period.

For a voluntary group policy, continuation of cover on the conditions set out above is available only after two years from the Insured Person's enrolment;

- in all cases, at the end of the Insurance Year in which the Insured Person reaches the age of seventy.

3.4 CANCELLATION

The policy may be cancelled before its normal expiry date in the cases and on the conditions set out below.

By You or by Us:

- Each year on the annual renewal date, by registered letter with acknowledgement of receipt and at least two months' notice.

By You:

- If the risks decrease and We refuse to reduce the premium accordingly (Article L. 113-4 of the French Insurance Code).
- If, following a claim, We cancel another policy in Your name (Article R. 113-10 of the French Insurance Code), within one month after notice of cancellation of the policy under which the claim arose.
- In the event of a premium-rate revision.
- Where a portfolio transfer is approved by the administrative authority. The policyholder has one month from publication of the approval decision in the French Official Journal to cancel the policy (Article L. 324-1 of the French Insurance Code).

By Us:

- In the event of non-payment of premiums (Article L. 113-3 of the French Insurance Code).
- In the event of an increase in risk (Article L. 113-4 of the French Insurance Code).
- In the event of omission or inaccuracy in the declaration of the risk when the policy is taken out or during its term (Article L. 113-9 of the French Insurance Code).
- Following a claim. You will then be entitled to cancel any other policies You have taken out with Us (Article R. 113-10 of the French Insurance Code) within one month after notice of cancellation of the policy under which the claim arose.
- If judicial reorganization or liquidation proceedings are opened against You (Article L. 113-6 of the French Insurance Code).

By the administrator, the debtor authorized by the supervising judge, or the liquidator:

If judicial reorganization or liquidation proceedings are opened against You (Article L. 113-6 of the French Insurance Code). The policy will automatically terminate after the Insurer has formally requested the administrator to state whether the policy is to continue and more than one month has elapsed without a reply (Article L. 622-13 of the French Commercial Code).

Automatically:

If the Insurance Undertaking's authorization is withdrawn in full (Article L. 326-12 of the French Insurance Code). The insurance policy will automatically cease to have effect at noon on the fortieth day after publication in the French Official Journal of the decision by the Prudential Supervision and Resolution Authority withdrawing the authorization.

Premiums that fell due before publication of the withdrawal decision in the French Official Journal and remain unpaid on that date are payable in full to the Insurer, but are finally retained only in proportion to the period of cover up to the cancellation date.

Premiums falling due between the date of the withdrawal decision and the automatic cancellation date are payable only in proportion to the period of cover.

If the policy is cancelled during an insurance period, the portion of premium relating to the remaining period will be refunded to You if it was paid in advance. However, We will retain that portion if the policy was cancelled for non-payment of premium.

Cancellation or non-renewal of the policy does not affect payment of benefits that vested or arose during the period in which the policy was in force.

3.5 METHODS OF CANCELLATION

Where you are entitled to cancel, you may do so, at your choice, either by registered letter, by a declaration made against receipt at our registered office or to our representative, or by extrajudicial act.

Cancellation by us must be notified to you by registered letter sent to your last known address.

Where cancellation is made by registered letter, the notice period runs from the date shown by the postmark.

In the cases referred to in the preceding paragraphs, cancellation may be requested by either party only by registered letter with acknowledgement of receipt, stating the nature and date of the event relied upon and providing all details necessary to establish that the cancellation is directly related to that event.

4. PAYMENT OF PREMIUMS

4.1 MAIN PREMIUM

The premium and related charges, the amount of which is stated in the contract, together with taxes and duties, are payable at the registered office of the Lead Insurer or at the address of any agent appointed by it for this purpose.

The due dates are specified in the Policy Schedule.

If a premium or premium instalment is not paid within ten days of its due date, the Lead Insurer, acting on behalf of all Co-insurers (without prejudice to its right to seek enforcement of the contract through the courts), may issue a formal notice by registered letter to the Policyholder or the person responsible for paying the premiums, at the last address known to the Lead Insurer, evidenced by an acknowledgement of receipt where that address is outside mainland France.

The formal notice letter reproduces the wording of Article L.113-3 of the French Insurance Code.

If the overdue premium or premium instalment is not paid within thirty days from:

- the date on which the formal notice letter is sent,
- or, where that letter must be sent to a location outside mainland France, the date on which it is delivered to the recipient as evidenced by the acknowledgement of receipt,

cover is automatically suspended.

Non-payment of a premium instalment makes the entire remaining annual premium immediately due. In such case, suspension of cover remains effective until full payment has been made.

Once at least ten days of suspension have elapsed, the Lead Insurer, acting on behalf of all Co-insurers, is entitled to cancel the contract within the time limits and in accordance with the procedures set out in Section III above.

Payment of the premium or premium instalments covered by the formal notice ends the suspension, and the contract resumes effect for the future at noon on the day following payment.

Where the annual premium is payable in several instalments, non-payment of an instalment on the due date will make all remaining premium instalments for the current insurance year immediately due.

4.2 PREMIUM BASED ON VARIABLE FACTORS

Where the premium is calculated on the basis of variable factors such as the number of insured persons or the amount of their remuneration, you must pay at each due date the provisional premium specified in the Policy Schedule. You must then declare, no later than thirty days after each due date, the information required to calculate the final premium.

We are entitled to verify your declarations. For this purpose, you agree to receive our representatives and to substantiate the accuracy of your declarations using any documents in your possession.

In the event of an error or omission in the declarations referred to above, you must pay, in addition to the amount of the actual premium, compensation equal to 50% of the omitted premium; where the errors or omissions are fraudulent by their nature, significance or repetition, we will be entitled to demand reimbursement of claims paid (Article L.113-10 of the French Insurance Code).

If you fail to provide the required declaration within the prescribed time limits, we may, by registered letter, formally require you to comply with this obligation within ten days. If the declaration has still not been provided after that period, we may collect, as an advance and subject to subsequent adjustment, a premium calculated on the basis of the last declaration provided, increased by 50%.

If this premium is not paid, we may seek enforcement of the contract through the courts, suspend cover and then cancel the contract under the conditions specified above.

5. NOTIFICATION OF CLAIMS

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

5.1 FORM AND INFORMATION REQUIRED

The Insured Person or their legal successors, you where applicable, or any representative acting on their behalf must notify any claim, in writing or orally against receipt, to our registered office or to our representative designated in the contract, no later than fifteen days from the date on which they became aware of it.

If the claim is not notified within the period stated above, except in the event of an unforeseen event or force majeure, we may invoke forfeiture of cover where we can establish that the late notification caused us prejudice (Article L.113-2 of the French Insurance Code).

They must also provide us, with this notification, with all information concerning the seriousness, causes and circumstances of the claim and, where possible, the names and addresses of witnesses and responsible parties.

The claim notification must in particular include:

- the date, circumstances and place of the accident;
- the surname, first name, date of birth, address and occupation of the victim or victims;
- the initial medical certificate describing the nature of the injuries and their likely consequences;
- where applicable, the police report and the names and addresses of the person responsible for the accident and any witnesses.

The victim or their legal successors must endeavor to limit the consequences of the accident and obtain the medical treatment required by the victim's condition.

Our appointed representatives and doctors will, unless there is justified opposition, have free access to the victim and the victim's treating physicians to assess their condition. Any intentional false statement concerning the date or circumstances of an accident, duly established and liable to cause us prejudice, results in forfeiture of the right to compensation, which, if already paid, must be reimbursed to us.

5.2 MEDICAL EXAMINATION

The Insured Person is required to undergo examination by doctors appointed by us, and our representatives will have free access to the Insured Person whenever we consider it useful. The Insured Person or any beneficiary may forfeit their rights if, without valid reason, they refuse to allow our representatives to carry out an examination or obstruct such examination where, following forty-eight hours' prior notice by registered letter, we encounter a continuing refusal on their part or remain unable to carry out our examination.

Any fraud, concealment or false statement by you or by the beneficiary of the compensation, intended to mislead us as to the circumstances or consequences of a claim, will result in the loss of all entitlement to compensation in respect of the claim concerned.

6. SETTLEMENT OF BENEFITS

6.1 DETERMINATION OF THE CAUSES AND CONSEQUENCES OF THE ACCIDENT

The causes and consequences of the accident, the degree of disability and the duration of total or partial temporary incapacity are determined by agreement between the parties or failing agreement, by two doctors, one appointed by each party. In the event of disagreement, they will appoint a third doctor to resolve the matter; if they cannot agree on the choice of the third doctor, or if either party fails to appoint its expert, the appointment will be made, at the request of the more diligent party, by the President of the High Court having jurisdiction over the Insured Person's place of residence, without oath or any other formality.

Each party will bear the fees and expenses relating to the doctor it has appointed; those arising from the possible involvement of a third doctor will be shared equally between them.

6.2 AGGRAVATION INDEPENDENT OF THE ACCIDENTAL EVENT

Whenever the consequences of an accident are aggravated by the victim's constitutional condition, lack of care due to negligence or empirical treatment, or by a pre-existing illness or disability, particularly a diabetic or blood disorder, the benefits due will be determined by reference to the consequences the accident would have had for an able-bodied person in normal health receiving appropriate treatment.

6.3 PAYMENT

The insured benefits are payable:

- In the event of death or permanent disability, within one month following submission of supporting evidence of the Insured Person's accidental death and the beneficiary's capacity, or agreement between the parties on the degree of disability.
- In the event of Temporary Incapacity, as soon as the Insured Person has resumed normal activities and, in any event, upon expiry of the maximum period specified in the Policy Schedule.
- Where cover for medical expenses and search and rescue expenses applies, within one month from submission of supporting documents showing the amount of reimbursable expenses incurred.
- Failing agreement between the parties, benefits will be settled within fifteen days from the date on which the court decision becomes enforceable.

7. MISCELLANEOUS PROVISIONS

7.1 INFORMATION FOR INSURED PERSONS

In the case of a group contract:

You are required to provide Insured Persons with a detailed information notice defining, in particular, the cover granted under this contract and the terms on which it applies.

You are also required to inform Insured Persons in advance and in writing of any reduction in the cover granted under this contract.

7.2 PERSONAL DATA PROTECTION

Tokio Marine HCC respects your right to privacy and the protection of your personal data. In our Data Protection Policy (available on our website), we explain who we are, how we collect, share and use personal data concerning you, and how you may exercise your data protection rights. For any questions or concerns regarding our use of personal data concerning you, please email: DPO-TMELux@tmhcc.com.

We may collect personal data concerning you, such as your name, email address, postal address, telephone number, sex and date of birth. We may also collect sensitive personal data, such as information relating to your physical or mental health. We require this sensitive data in order to enter into and perform a contract with you. We retain personal data and sensitive data only for as long as we have a legitimate business need to do so.

We may disclose your personal data and/or sensitive personal data:

- To companies within our group;
- To service providers, subcontractors and partners that provide data-processing services to us or otherwise process personal data for the purposes described in our Data Protection Policy or for purposes notified to you in writing when we collect your personal data;
- To any body, law-enforcement agency, regulatory authority, competent administrative authority, court or other third party where we consider such disclosure necessary (i) under applicable laws or regulations, (ii) to exercise, establish or defend our rights, or (iii) to protect your interests or those of any other person;
- To any prospective purchaser (and its representatives and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the purchaser that it may use your personal data only for the purposes described in our Data Protection Policy; or
- To any other person where we have obtained your consent for this purpose.

Personal data and sensitive personal data concerning you may be transferred to and processed in countries other than the country in which you reside. Those countries may have data-protection laws that differ from those of your country of residence. We share data among Tokio Marine group companies under our Intra-Group Data Transfer Agreement, which incorporates the EU Standard Contractual Clauses.

We apply appropriate technical and organizational measures to protect the personal data that we collect from and process about you. The measures we apply are designed to provide a level of security appropriate to the risks associated with processing your personal data.

You are entitled to know what data we hold about you and to exercise the Data Subject Access Request procedure. You are also entitled to request rectification of data concerning you so that our records are accurate. In certain cases, you have other data-protection rights, including the right to request erasure, object to processing, restrict processing and, in certain circumstances, request data portability. Further information is available in our Data Protection Policy.

You may choose at any time to opt out of receiving marketing information from us. You may exercise this right by clicking the “unsubscribe” or “opt-out” link in the marketing or advertising emails we send you. Likewise, where we have collected and processed your personal data, whether sensitive or not, with your consent, you are entitled to withdraw that consent at any time. Withdrawal of your consent will not make any processing unlawful processing carried out before the date of withdrawal, nor will it affect processing of your personal data carried out on another lawful basis that does not require your prior consent. You have the right to lodge a complaint with the competent data-protection authority concerning our collection and use of your personal data.

7.3 LIMITATION PERIOD

Any action arising from this contract is time-barred after two years. This period begins on the date of the event giving rise to the action, under the conditions laid down in Articles L.114-1 and L.114-2 of the French Insurance Code. However, the period has not begun:

1. In the event of concealment, omission, or a false or inaccurate statement concerning the risk, until the day on which the Insurers become aware of it;
2. In the event of a claim, until the day on which the parties concerned become aware of it, provided they prove that they were unaware of it until then.

Where the insured's action against the insurer arises from recourse by a third party, the limitation period begins only on the date on which that third party brings legal proceedings against the insured or is indemnified by the insured.

The limitation period is extended to ten years under personal accident insurance contracts where the beneficiaries are the legal successors of the deceased insured.

The limitation period is interrupted by any of the ordinary causes of interruption of limitation (acknowledgement by the debtor of the right of the person against whom the limitation period was running, legal proceedings including summary proceedings, a protective measure taken under the French Code of Civil Enforcement Procedures or an act of compulsory enforcement) and by the appointment of experts following a claim. The limitation period may also be interrupted by sending a registered letter or registered electronic communication with acknowledgement of receipt, from the insurer to the insured in respect of an action for payment of the premium, or from the insured to the insurer in respect of payment of the benefit.

7.4 COMPLAINTS

In the event of difficulty, the Policyholder should contact the Broker through whom the contract was taken out. If the response is unsatisfactory, the Insured Person or Policyholder may submit a complaint to:

Tokio Marine Europe S.A. (French branch), 36 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 or Broker will acknowledge receipt of the complaint within no more than 10 working days from the date it is sent, unless a substantive response is provided to the customer within that period. A response will be sent to the insured within no more than two months from the date the complaint is sent. A complaint is defined as an expression of dissatisfaction with a professional, regardless of the contact person or department to which it is addressed. It may be made by any person, including where no contractual relationship exists with the professional: customers (individuals or businesses), former customers, beneficiaries, persons who have requested a product or service from the professional or who have been approached by a professional, including their representatives and legal successors.

A request for a service, benefit, information or advice is not a complaint.

For complaints made orally or by instant messaging that does not allow the complainant to retain a dated copy, the complainant will be invited to formalize the complaint on a durable written medium where full satisfaction cannot be provided immediately.

Every response will include the contact details of La Médiation de l'Assurance (provided that the contract was not taken out to cover professional risks), as set out below, and will state whether the Ombudsman may be contacted immediately or, where this is not the case and the mediation service acts as a consumer mediator, that the Ombudsman may in any event be contacted two months after the first written complaint was sent to the professional, regardless of the contact person or department to which it was addressed. The mediation service's contact details are:

LA MEDIATION DE L'ASSURANCE TSA 50110 75441 PARIS CEDEX 09

La Médiation de l'Assurance has no jurisdiction over contracts taken out to cover professional risks.

7.5 SUPERVISORY AUTHORITY

In accordance with the French Insurance Code (Article L.112-4), TOKIO MARINE EUROPE S.A. is supervised by the Commissariat aux Assurances, 7 boulevard Joseph II, L-1840 Luxembourg, Grand Duchy of Luxembourg.

7.6 INTERNATIONAL SANCTIONS

Suspensive sanctions clause:

The insured agrees, as a condition of this insurance, that the provision of any cover, payment of any claim and provision of any benefit under this contract are suspended to the extent that providing such cover, paying such claim or providing such benefit would expose the insurer to any sanction, prohibition or restriction under:

- One or more United Nations resolutions;

or

- Trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America.

Such suspension will remain in force until the insurer is no longer exposed to the relevant sanction, prohibition or restriction.

About Tokio Marine HCC

Tokio Marine HCC is a leading specialist insurance group operating in 180 countries and offering more than 100 specialist insurance products. Headquartered in Houston, Texas, the company comprises highly responsive teams capable of providing businesses and individuals with tailored support in complex situations and acting independently to deliver effective solutions. Our products and capabilities set the standards for our industry, supported by the recognized expertise of our teams.

Tokio Marine HCC is the trading name of Tokio Marine Europe S.A., a member of the Tokio Marine HCC Group. Tokio Marine Europe S.A. is authorised by the Luxembourg Minister of Finance and supervised by the Commissariat aux Assurances (CAA). Registered with the Luxembourg Trade and Companies Register under No. B221975, its registered office is at 26 Avenue de la Liberté, L-1930 Luxembourg. Share capital: USD 1,159,060. Tokio Marine Europe S.A. (French branch), 36 rue de Châteaudun, CS 30099, 75441 Paris Cedex 09, is registered with the Paris Trade and Companies Register under No. B 843 295 221, VAT No. FR 60 843 295 221, and operates in accordance with the provisions of the French Insurance Code.

Repatriation Assistance

Special Conditions

Ref. ASS00 – 04/24

1. DEFINITIONS

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

Food poisoning is deemed to be an accident.

Insured Person
The natural person or persons designated in the Policy Schedule to whom the cover applies.

Assistance Provider/Tokio Marine Assistance
TOKIO MARINE ASSISTANCE, which bears the risk.

Assistance services are administered by MUTUAIDE ASSISTANCE (a company governed by the French Insurance Code), whose registered office is at 126 rue de la Piazza - CS 20010 - 93196 NOISY LE GRAND CEDEX.

Beneficiary
The natural person or persons designated in the Policy Schedule to whom the cover applies.

Geographical cover
Worldwide, with no distance deductible (unless otherwise agreed in the Policy Schedule).

Home
The principal and usual place of residence in mainland France (the Principalities of Andorra and Monaco are contractually included in this definition), in the countries of the European Union, and in Switzerland and Norway.

By extension, the place of residence may be in a country other than those listed above: the country in which an INSURED PERSON employed by the Policyholder (or by its subsidiaries, where provided for in the Policy Schedule) resides.

Bodily injury
Any bodily injury sustained by a natural person and the resulting losses.

Deductible
The portion of the benefit that remains payable by the beneficiary.

Illness
A deterioration in health diagnosed by a medical authority, requiring medical treatment and the complete cessation of all professional or other activity.

Chronic illness: an illness that develops slowly and persists over time.

Serious illness: an illness that is life-threatening.

Family members
A family member means a spouse or cohabiting partner living under the same roof, a child, brother or sister, father, mother, parents-in-law, grandparents, grandchildren, brothers-in-law and sisters-in-law.

Scope of cover
Professional life. By extension, and were provided for in the Policy Schedule, cover may be extended to private life.

Period of validity
The assistance product has the same period of validity as the insurance contract to which it is linked (Policy Schedule).

2. PERSONAL ASSISTANCE

2.1 PREAMBLE
TOKIO MARINE ASSISTANCE may under no circumstances replace local emergency services.

In all cases, the decision to help rests exclusively with the TOKIO MARINE ASSISTANCE doctor, following contact with the treating physician at the location and, where appropriate, the Insured Person's family.

2.2 IN THE EVENT OF ILLNESS OR ACCIDENT

Repatriation or medical transport

If the INSURED PERSON's condition requires medical care or specific examinations that cannot be provided locally, TOKIO MARINE ASSISTANCE will arrange and pay for:

- either transport to a regional hospital center or to a country able to provide the necessary care;
- or repatriation to the Insured Person's Home if there is no suitable medical facility closer by.

Depending on the seriousness of the case, repatriation or transport will be carried out, under medical supervision where necessary, by the most appropriate of the following means: air ambulance, scheduled flight, train, sleeping car, ship or ambulance.

Where hospitalization on arrival is not essential, transport will be provided to the INSURED PERSON's home.

If hospitalization could not take place in a facility near the home, TOKIO MARINE ASSISTANCE will arrange and pay for transport from that hospital to the home as soon as the Insured Person's state of health permits.

Escort during repatriation or medical transport

If the INSURED PERSON is transported under the conditions set out in paragraph 1 “Repatriation or medical transport” and is not accompanied by a doctor or nurse, TOKIO MARINE ASSISTANCE will arrange and pay for the travel of a person present locally to accompany the INSURED PERSON.

Presence with a hospitalized INSURED PERSON

TOKIO MARINE ASSISTANCE will arrange and pay, up to €100 per day and a maximum total of €3,000, the hotel accommodation of one person who remains at the bedside of a hospitalized INSURED PERSON whose condition does not warrant or prevents immediate repatriation.

TOKIO MARINE ASSISTANCE will also pay for that person's return to mainland France (or to their country of Home) if they are unable to use the means of transport originally planned. If hospitalization is expected to exceed ten days and no one remains at the INSURED PERSON's bedside, TOKIO MARINE ASSISTANCE will pay the transport costs from mainland France (first-class train or economy-class air travel) of one person designated by the INSURED PERSON. TOKIO MARINE ASSISTANCE will also arrange that person's hotel stay, up to €100 per day and a maximum total of €3,000.

Reimbursement of medical, surgical, pharmaceutical and hospital expenses incurred abroad

Reimbursement covers the expenses defined below, if they relate to treatment received outside the INSURED PERSON's country of Home following an unforeseen illness or an accident occurring abroad.

TOKIO MARINE ASSISTANCE will reimburse medical expenses incurred abroad that remain payable by the INSURED PERSON after reimbursement by Social Security or any other welfare or

insurance organisation with which the Insured Person is affiliated, up to the amount shown in the Schedule of Benefits for the duration of the contract.

The deductible shown in the same schedule applies in all cases.

The INSURED PERSON, or their legal successors, undertake(s) to take all necessary steps to recover these costs from the relevant organizations and to provide the following documents:

- Original statements from social security and/or welfare organizations showing the reimbursements obtained;
- Copies of medical bills evidencing the expenses incurred.

Medical expenses eligible for supplementary reimbursement

- Doctors' fees.
- Cost of medicines prescribed by a doctor or surgeon.
- Ambulance or taxi costs ordered by a doctor for a local journey.
- Hospital expenses incurred on medical advice.
- Emergency dental treatment up to the amount shown in the Schedule of Benefits.

Cover for medical expenses ends on the date on which TOKIO MARINE ASSISTANCE is able to repatriate the Insured Person to mainland France or to the country in which the Insured Person has their Home.

Advance payment of hospital expenses

Once the Insured Person has been hospitalized, hospital expenses may be advanced up to the amount covered under the supplementary reimbursement of medical expenses, subject to the following conditions:

- The treatment must be prescribed by agreement with TOKIO MARINE ASSISTANCE doctors,

and

- The INSURED PERSON must be deemed unfit to travel by those same doctors.

No advance will be granted from the date on which repatriation becomes possible.

In all cases, the INSURED PERSON undertakes to repay this advance no later than thirty days after receipt of the invoice.

2.3 BENEFITS IN THE EVENT OF DEATH

Transportation of the body

TOKIO MARINE ASSISTANCE will arrange and pay for transportation of the INSURED PERSON's body from the place where it is placed in the coffin to the place of burial in mainland France or at the Insured Person's Home.

TOKIO MARINE ASSISTANCE will pay the ancillary expenses required for transportation of the body, including the cost of a coffin up to a maximum of €2,000 including tax.

The cost of accessories, ceremonies, burial or cremation in mainland France is payable by the family.

Where there is a temporary burial, TOKIO MARINE ASSISTANCE will arrange and pay for transportation of the Insured Person's body to the final place of burial in mainland France or at the Insured Person's Home, after expiry of the statutory exhumation period.

Transportation of the body

TOKIO MARINE ASSISTANCE will arrange and pay for transportation of the INSURED PERSON's body from the place where it is placed in the coffin to the place of burial in mainland France or at the Insured Person's Home.

TOKIO MARINE ASSISTANCE will pay the ancillary expenses required for transportation of the body, including the cost of a coffin up to a maximum of €2,000 including tax.

The cost of accessories, ceremonies, burial or cremation in mainland France is payable by the family.

Where there is a temporary burial, TOKIO MARINE ASSISTANCE will arrange and pay for transportation of the Insured Person's body to the final place of burial in mainland France or at the Insured Person's Home, after expiry of the statutory exhumation period.

Other benefits

TOKIO MARINE ASSISTANCE will arrange and pay for the return to mainland France (or to the Insured Person's country of Home), as far as the place of burial, of the other INSURED PERSONS present locally if they are unable to return using the means originally planned.

Where administrative requirements necessitate temporary or final burial locally, TOKIO MARINE ASSISTANCE will arrange and pay for the return journey (first-class train or economy-class air travel) of one family member from their home in mainland France (or another country in which the Insured Person resided) to the place of burial, together with their hotel accommodation.

TOKIO MARINE ASSISTANCE will also arrange the hotel stay of the family member who must travel and will pay the actual costs up to a maximum of €100 including tax per night and €700 including tax in total.

2.4 LISTENING AND PSYCHOLOGICAL SUPPORT

INTERVENTION BY PSYCHOLOGISTS

TOKIO MARINE ASSISTANCE will put the INSURED PERSON in contact with clinical psychologists.

All of these psychologists hold a postgraduate degree in clinical psychology and respond to calls with professional, impartial, non-pitying and non-interventionist listening.

COVER

TOKIO MARINE ASSISTANCE will arrange and pay for a thirty-minute telephone consultation, up to a maximum of five consultations per person and per event. Beyond this limit, the psychologist will refer the INSURED PERSON to a local psychologist.

This benefit must be requested no later than six months after a bodily injury claim and no later than one month after a property damage claim.

EXCLUSIONS:

TRAUMA NOT DIRECTLY RELATED TO AN EVENT INSURED UNDER THE POLICY SCHEDULE, CONSULTATIONS FALLING OUTSIDE THE FIELD OF PSYCHOLOGY (PSYCHIATRIC OR PSYCHOTHERAPEUTIC CARE), AND MERE INFORMAL LISTENING ARE EXPRESSLY EXCLUDED.

THE EXCLUSIONS IN THE GENERAL CONDITIONS APPLY TO THESE SPECIAL CONDITIONS.

3. OTHER ASSISTANCE SERVICES

3.1 EARLY RETURN

If the INSURED PERSON must interrupt their journey:

- in order to attend the funeral of a family member (spouse or cohabiting partner, direct ascendant or descendant, brother or sister), TOKIO MARINE ASSISTANCE will arrange and pay for the INSURED PERSON's transport (first-class train or economy-class air travel) from the place of stay to the place of burial in mainland France or in another country if the Insured Person has their Home there.
- in the event of a serious and unforeseen accident or illness affecting a family member (spouse or cohabiting partner, direct ascendant or descendant), TOKIO MARINE ASSISTANCE will, with the agreement of the TOKIO MARINE ASSISTANCE doctor, arrange and pay for the INSURED PERSON's transport (first-class train or economy-class air travel) to enable them to be at the relative's bedside in mainland France or in the Insured Person's country of Home.
- in the event of major property damage at the Insured Person's home or, for a company director, at the company's premises, where more than 50% has been destroyed and the Insured Person's presence is essential, TOKIO MARINE ASSISTANCE will arrange and pay for the INSURED PERSON's transport (first-class train or economy-class air travel) to enable them to return to their home or company premises.

Following the INSURED PERSON's early return, TOKIO MARINE ASSISTANCE will arrange and pay for the INSURED PERSON's return (first-class train or economy-class air travel) to the place of stay so that their vehicle or the other INSURED PERSONS can return using the means originally planned.

3.2 BUSINESS ASSISTANCE

RETURN TO THE ASSIGNMENT LOCATION

Following repatriation, where the INSURED PERSON's state of health allows them to travel alone under normal transport conditions, with the full agreement of the treating physicians and the TOKIO MARINE ASSISTANCE medical team, the Assistance Provider will arrange and pay for their return to the assignment location by first-class train or economy-class scheduled flight. The return must take place within two months following repatriation and must be justified by an economic reason.

DISPATCH OF A REPLACEMENT EMPLOYEE

Following repatriation, where the INSURED PERSON is unable to resume their normal duties because of their state of health and on medical prescription (sick leave), TOKIO MARINE ASSISTANCE will arrange and pay for the outward journey, by first-class train or economy-class scheduled flight from the INSURED PERSON's country of origin, of a person designated by a manager of the subscribing company or by the INSURED PERSON to replace them at the assignment location.

The replacement of the employee's journey must take place within two months following the date of repatriation.

It is specified that these two benefits may not be combined.

3.3 ADVANCE OF CRIMINAL BAIL AND PAYMENT OF LEGAL FEES

This cover applies only outside the INSURED PERSON's country of Home.

If, following an unintentional breach of the laws of the country in which the INSURED PERSON is staying, the INSURED PERSON is required to pay criminal bail, TOKIO MARINE ASSISTANCE will advance the amount up to €20,000.

TOKIO MARINE ASSISTANCE will pay the fees of legal representatives engaged by the INSURED PERSON up to €10,000.

The INSURED PERSON undertakes to repay the advance made for criminal bail within thirty days of its return by the authorities.

This benefit does not cover legal proceedings brought in the INSURED PERSON's country of origin as a result of events occurring abroad.

Intentional offences do not qualify for the “Advance of criminal bail” or “Payment of legal fees” benefits.

3.4 ASSISTANCE IN THE EVENT OF THEFT, LOSS OR DESTRUCTION OF DOCUMENTS OR MEANS OF PAYMENT

During an assignment, in the event of loss or theft of documents, TOKIO MARINE ASSISTANCE will provide advice on the steps to be taken (filing a police report, replacing documents, etc.).

In the event of theft or loss of means of payment (credit card, cheque book), TOKIO MARINE ASSISTANCE will, subject to payment of the corresponding amount by a third party and prior approval by the financial

institution that issued the payment instrument, provide a cash advance of up to €5,000 to meet essential expenses.

3.5 DISPATCH OF MEDICINES

TOKIO MARINE ASSISTANCE will take all necessary steps to locate and send medicines essential to continue current treatment where, following an unforeseen event, the INSURED PERSON is unable to obtain them or an equivalent. The cost of these medicines remains payable by the INSURED PERSON.

3.6 TRANSMISSION OF MESSAGES

TOKIO MARINE ASSISTANCE will transmit private messages intended for the INSURED PERSON when the Insured Person cannot be contacted directly, for example in the event of hospitalization, or messages left by the Insured Person for a family member.

3.7 TRANSMISSION OF BUSINESS DOCUMENTS

TOKIO MARINE ASSISTANCE guarantees reimbursement of postal costs for sending any forgotten, stolen or destroyed business document or equipment, up to €300 per event and per year.

3.8 EVERYDAY-LIFE INFORMATION

From Monday to Friday, 9:00 a.m. to 9:00 p.m. (excluding public holidays), TOKIO MARINE ASSISTANCE will, upon a simple telephone call, provide the INSURED PERSON with the information required in the following areas:

- Airports
- International press
- Airlines
- Currency
- Trains worldwide
- Currency exchange
- Economic data concerning the country visited
- Restaurants
- Administrative information
- Car hire
- Embassies
- International driving permit
- Visas
- Climate and weather
- Police/customs formalities
- Health and hygiene
- Time differences
- Vaccinations.
- Telephone

3.9 LIMITS OF TOKIO MARINE ASSISTANCE'S INVOLVEMENT

THE FOLLOWING ARE EXCLUDED:

- **ANY PERSONALISED LEGAL CONSULTATION OR REVIEW OF A SPECIFIC CASE,**
- **ANY ASSISTANCE IN DRAFTING LEGAL DOCUMENTS,**
- **ANY HANDLING OF A DISPUTE,**
- **ANY PAYMENT OF COSTS OR REMUNERATION FOR SERVICES,**
- **ANY CASH ADVANCE,**
- **ANY MEDICAL ADVICE OR DIAGNOSIS.**

Regarding the specific field of financial information, TOKIO MARINE ASSISTANCE may not carry out any comparative study of the quality of contracts, services or rates offered by financial institutions, and excludes any presentation or explanation of a particular product.

Under no circumstances will TOKIO MARINE ASSISTANCE, in response to a question involving law and legal practice, express a personal opinion or provide advice based on legal rules that would enable the person receiving the information to decide.

Responses will not be confirmed in writing, and no documents will be sent.

4. EXCLUSIONS

THE FOLLOWING ARE EXCLUDED:

- **CONVALESCENCE AND CONDITIONS (ILLNESS OR ACCIDENT) STILL UNDER TREATMENT AND NOT YET STABILISED.**
- **PRE-EXISTING ILLNESSES THAT HAVE BEEN DIAGNOSED AND/OR TREATED AND HAVE RESULTED IN HOSPITALISATION DURING THE SIX MONTHS PRECEDING THE REQUEST FOR ASSISTANCE.**
- **TRAVEL UNDERTAKEN FOR THE PURPOSE OF DIAGNOSIS AND/OR TREATMENT.**
- **PREGNANCY, EXCEPT IN THE EVENT OF AN UNFORESEEABLE COMPLICATION, AND IN ALL CASES FROM THE THIRTY-SIXTH WEEK OF PREGNANCY.**
- **CONDITIONS RESULTING FROM THE USE OF DRUGS, NARCOTICS OR SIMILAR SUBSTANCES NOT MEDICALLY PRESCRIBED, OR FROM THE CONSUMPTION OF ALCOHOL.**
- **THE CONSEQUENCES OF ATTEMPTED SUICIDE.**
- **DAMAGE INTENTIONALLY CAUSED BY AN INSURED PERSON OR RESULTING FROM THEIR PARTICIPATION IN A CRIME, OFFENCE OR FIGHT, EXCEPT IN SELF-DEFENCE.**
- **EVENTS OCCURRING DURING THE PRACTICE OF DANGEROUS SPORTS (RAIDS, TREKKING, CLIMBING, ETC.) OR THE INSURED PERSON'S PARTICIPATION AS A COMPETITOR IN SPORTING COMPETITIONS, WAGERS, MATCHES, CONTESTS, RALLIES OR THEIR PREPARATORY TRIALS, AND THE ARRANGEMENT AND PAYMENT OF ANY SEARCH COSTS.**
- **THE CONSEQUENCES OF DELIBERATE FAILURE TO COMPLY WITH THE REGULATIONS OF THE COUNTRIES VISITED, OR OF ACTIVITIES NOT AUTHORISED BY THE LOCAL AUTHORITIES.**
- **THE CONSEQUENCES OF IONISING RADIATION EMITTED BY NUCLEAR FUELS OR RADIOACTIVE PRODUCTS OR WASTE OR CAUSED BY WEAPONS OR DEVICES DESIGNED TO EXPLODE THROUGH MODIFICATION OF THE STRUCTURE OF THE ATOMIC NUCLEUS.**
- **THE CONSEQUENCES OF CIVIL OR FOREIGN WAR, OFFICIAL PROHIBITIONS, SEIZURES OR CONSTRAINT BY PUBLIC AUTHORITIES.**
- **THE CONSEQUENCES OF RIOTS, STRIKES OR PIRACY WHERE THE INSURED PERSON TAKES AN ACTIVE PART.**
- **THE CONSEQUENCES OF WEATHER-RELATED OBSTACLES SUCH AS STORMS AND HURRICANES.**
- **SEARCH AND RESCUE COSTS FOR PERSONS IN THE MOUNTAINS, AT SEA OR IN THE DESERT.**
- **ON-PISTE OR OFF-PISTE SKI RESCUE COSTS.**

IN ADDITION TO THE EXCLUSIONS ABOVE, THE FOLLOWING ARE NOT COVERED UNDER THE OVERSEAS HOSPITAL EXPENSES BENEFIT:

- **EXPENSES ARISING FROM AN ACCIDENT OR ILLNESS MEDICALLY DIAGNOSED BEFORE COVER WAS TAKEN OUT.**
- **EXPENSES INCURRED IN TREATING A PATHOLOGICAL, PHYSIOLOGICAL OR PHYSICAL CONDITION MEDICALLY DIAGNOSED BEFORE COVER TOOK EFFECT, UNLESS THERE IS A CLEAR AND UNFORESEEABLE COMPLICATION.**
- **THE COST OF INTERNAL, OPTICAL, DENTAL, HEARING, FUNCTIONAL, COSMETIC OR OTHER PROSTHESES; EXPENSES INCURRED IN MAINLAND FRANCE, THE FRENCH OVERSEAS DEPARTMENTS OR THE INSURED PERSON'S COUNTRY OF HOME, WHETHER OR NOT THEY RESULT FROM AN ACCIDENT OR ILLNESS OCCURRING IN FRANCE OR ANY OTHER COUNTRY.**
- **THE COST OF SPA OR HELIOMARINE TREATMENT, STAYS IN A CONVALESCENT HOME, AND REHABILITATION COSTS.**

5. GENERAL PROVISIONS

5.1 TOKIO MARINE ASSISTANCE'S FINANCIAL COMMITMENTS

Where the INSURED PERSON or those around them arrange one of the assistance services listed above, reimbursement may be made only if TOKIO MARINE ASSISTANCE was informed in advance.

Expenses incurred will be reimbursed upon submission of supporting documents, up to the amount TOKIO MARINE ASSISTANCE would have incurred to arrange the service. Where TOKIO MARINE ASSISTANCE must arrange the INSURED PERSON's early return to mainland France (or to their country of Home), the Insured Person may be required to use their travel ticket.

Where TOKIO MARINE ASSISTANCE has paid for the INSURED PERSON's return, the Insured Person must take the necessary steps to obtain reimbursement of unused travel tickets and pay the amount received to TOKIO MARINE ASSISTANCE within a maximum of three months following the return date.

TOKIO MARINE ASSISTANCE will pay only expenses additional to those that the INSURED PERSON would normally have incurred to return Home.

Where TOKIO MARINE ASSISTANCE has agreed to change a contractually specified destination, its financial contribution may not exceed the amount that would have been incurred had the original destination been retained.

Where hotel accommodation is covered, TOKIO MARINE ASSISTANCE will pay only the room charges actually incurred, within the limits stated above and in the Schedule of Benefits, excluding all other expenses.

5.2 COMPLAINT-HANDLING PROCEDURE

In the event of difficulty, complaints should be sent to:

TOKIO MARINE EUROPE S.A. (TOKIO MARINE HCC)

36 rue de Châteaudun

CS30099

75441 Paris Cedex 09

If disagreement remains after the response provided by this department, an opinion may be requested from the Ombudsman of the Fédération Française des Sociétés d'Assurance, whose contact details will be provided upon request at the above address.

5.3 SUBROGATION

Any person benefiting from assistance undertakes to subrogate the assistance company and the authorized insurance company to their rights and actions against any liable third party, up to the amount of the expenses incurred by them in performing this Agreement.

5.4 LIMITATION PERIOD

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

5.5 LIMITATIONS APPLICABLE IN THE EVENT OF FORCE MAJEURE

TOKIO MARINE ASSISTANCE may not be held liable for any failure to provide assistance services resulting from force majeure or from the following events: civil or foreign war, notorious political instability, civil unrest, riots, acts of terrorism or retaliation, restrictions on the free movement of persons and goods, strikes, explosions, natural disasters, disintegration of the atomic nucleus, or for delays in providing services resulting from the same causes.

5.6 IMPLEMENTATION OF COVER

Any request for assistance must, on pain of inadmissibility, be made directly by the INSURED PERSON (or any person acting on their behalf) by one of the following means:

- By telephone: From France .....01 48 82 62 35 From abroad: .....(33)1 48 82 62 35
- By fax: From France .....01 45 16 63 92 From abroad .....(33)1 45 16 63 92

REPATRIATION ASSISTANCE – MEDICAL EXPENSES (WORLDWIDE)	
Repatriation or medical transport	Actual costs
Medical, surgical, pharmaceutical and hospital expenses* incurred abroad (*with the possibility of an advance payment of hospital expenses)	According to the amount stated in the Policy Schedule Including dental expenses: €300 per tooth, up to a maximum of €900 €50 deductible
Escort during repatriation or medical transport	Travel ticket
Presence with the hospitalized Insured Person	Travel ticket + hotel expenses €100 per night – maximum €3,000
Transmission of messages	Actual costs
Repatriation or transportation of the body in the event of death	Travel ticket Coffin expenses: €2,000
Listening and psychological support	See Assistance Special Conditions
Business assistance: return to the assignment location or dispatch of a replacement employee	Travel ticket
Early return	Travel ticket
Advance of criminal bail	€20,000
Payment of legal fees	€10,000
Theft or loss of means of payment	Cash advance up to €5,000
Theft or loss of identity documents	Assistance with administrative procedures
Dispatch of medicines	Delivery costs
Transmission of messages	Delivery costs
Transmission of business documents	€300 per event and per year
Everyday-life information	See Assistance Special Conditions

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Private Liability

Special Conditions

Ref. TM – RCVP – 07/25

1. DEFINITIONS

Bodily injury
Any bodily injury sustained by a natural person and the resulting losses.

Property damage
Any deterioration or destruction of an object or substance. Any physical injury to an animal.

Consequential financial loss
Any financial loss resulting from the total or partial loss of use of property or a right, loss of profit, loss of customers, or interruption of a service or activity, which is the direct consequence of covered bodily injury or property damage.

Harmful event
The event that gives rise to the damage.

Absolute deductible
The amount (or percentage) that in all circumstances remains payable by the Insured Person from the compensation due by the Insurer.

The deductible applies per claim, regardless of the number of victims. Deductibles expressed as a percentage apply to the amount of compensation given by the Insurer.

Accidental pollution
The emission, dispersion, release or deposit of any solid, liquid or gaseous substance through the atmosphere, soil or water, resulting from a sudden and unforeseen event and not occurring slowly, gradually or progressively.

Claim
Any amicable or legal demand for compensation made by the victim of damage or their legal successors and addressed to the Insured Person or the Insurer.

Civil liability
The legal obligation incumbent upon any person to compensate for damage caused to another person.

Loss
Any damage or series of damage caused to third parties, engaging the Insured Person's liability, resulting from a harmful event and giving rise to one or more claims. The harmful event is the event that gives rise to the damage. A series of harmful events having the same technical cause is deemed to constitute a single harmful event.

Third party
Any person other than the Insured Person.

Motorized land vehicle
A vehicle that moves on the ground (that is, neither airborne nor waterborne), is not rail-bound, is self-propelled (powered by its own motor force) and is used to transport people (even if only the driver) or goods.

2. PURPOSE OF THE COVER

The Insurer covers the Insured Person against the financial consequences of civil liability that may be incurred as a result of bodily injury, property damage and consequential financial loss caused to third parties in the course of private life.

Private life means any non-professional activity.

3. DEFENCE

The Insurer will conduct the Insured Person's defense under the conditions set out below, up to a limit of EUR 15,000 per event.

In the event of proceedings alleging liability covered under the contract, the Insurer will defend the Insured Person in any proceedings that also concern the Insurer's interests. Cover applies where the damages claimed exceed the amount of the deductible.

The Insurer will direct the Insured Person's defense in relation to civil interests. It may exercise rights of appeal where the Insured Person's criminal interests are not or are no longer at issue (with the Insured Person's agreement otherwise).

By taking control of the Insured Person's defense, the Insurer does not waive the right to rely on any coverage defense of which it was unaware when it assumed control.

Defense costs are payable by the Insurer and are not deducted from the limit of cover for the corresponding damages.

4. EXCLUSIONS

THE FOLLOWING ARE EXCLUDED:

THE CONSEQUENCES OF THE INSURED PERSON'S INTENTIONAL MISCONDUCT.

DAMAGE CAUSED BY CIVIL OR FOREIGN WAR, WHETHER DECLARED OR NOT, RIOTS AND CIVIL COMMOTION, ACTS OF TERRORISM, ATTACKS OR SABOTAGE.

DAMAGE CAUSED BY VOLCANIC ERUPTIONS, EARTHQUAKES, STORMS, HURRICANES, CYCLONES, FLOODS, TIDAL WAVES AND OTHER CATACLYSMS.

DAMAGE MADE INEVITABLE BY A DELIBERATE ACT OF THE INSURED PERSON AND WHICH DEPRIVES THE INSURANCE CONTRACT OF ITS NATURE AS A CONTRACT OF CHANCE COVERING UNCERTAIN EVENTS (ARTICLE 1964 OF THE FRENCH CIVIL CODE).

FINES AND ANY OTHER CRIMINAL PENALTIES PERSONALLY IMPOSED ON THE INSURED PERSON.

DAMAGE OR AGGRAVATION OF DAMAGE CAUSED:

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

THE CONSEQUENCES OF THE PRESENCE OF ASBESTOS OR LEAD IN BUILDINGS OR STRUCTURES OWNED OR OCCUPIED BY THE PERSON INSURED, OF WORK TO LOCATE, REMOVE, DESTROY OR NEUTRALISE ASBESTOS OR LEAD, OR OF THE USE OF PRODUCTS CONTAINING ASBESTOS OR LEAD.

THE CONSEQUENCES OF CONTRACTUAL COMMITMENTS ACCEPTED BY THE INSURED PERSON THAT HAVE THE EFFECT OF INCREASING THE LIABILITY THAT WOULD HAVE APPLIED IN THE ABSENCE OF THOSE COMMITMENTS.

IN THE UNITED STATES OF AMERICA AND CANADA:

- **PUNITIVE DAMAGES OR EXEMPLARY DAMAGES,**
- **POLLUTION DAMAGE.**

DAMAGE OF THE KIND REFERRED TO IN ARTICLE L.211-1 OF THE FRENCH INSURANCE CODE CONCERNING COMPULSORY MOTOR INSURANCE, CAUSED BY MOTORISED LAND VEHICLES, THEIR TRAILERS OR SEMI-TRAILERS OWNED, IN THE CUSTODY OF OR USED BY THE INSURED PERSON (INCLUDING DAMAGE CAUSED BY OR RESULTING FROM THE FALL OF ACCESSORIES AND PRODUCTS USED IN CONNECTION WITH THE VEHICLE, AND OBJECTS AND SUBSTANCES TRANSPORTED BY IT).

PROPERTY DAMAGE AND CONSEQUENTIAL FINANCIAL LOSS CAUSED BY FIRE, EXPLOSION OR WATER DAMAGE ORIGINATING IN BUILDINGS OWNED, RENTED OR OCCUPIED BY THE PERSON INSURED.

THEFT COMMITTED IN THE BUILDINGS REFERRED TO IN THE PRECEDING EXCLUSION.

PROPERTY DAMAGE (OTHER THAN THAT REFERRED TO IN THE TWO PRECEDING EXCLUSIONS) AND CONSEQUENTIAL FINANCIAL LOSS CAUSED TO PROPERTY IN THE CUSTODY, USE OR DEPOSIT OF THE LIABLE INSURED PERSON.

THE CONSEQUENCES OF AIR, SEA, RIVER OR LAKE NAVIGATION USING CRAFT OWNED, IN THE CUSTODY OF OR USED BY THE PERSON INSURED.

DAMAGE CAUSED BY WEAPONS AND AMMUNITION WHOSE POSSESSION IS PROHIBITED AND WHICH THE INSURED PERSON POSSESSES OR HOLDS WITHOUT AUTHORISATION FROM THE PREFECTURE.

DAMAGE SUBJECT TO A STATUTORY INSURANCE REQUIREMENT AND RESULTING FROM HUNTING.

DAMAGE CAUSED BY ANIMALS OTHER THAN DOMESTIC ANIMALS.

DAMAGE CAUSED BY CATEGORY 1 DOGS (ATTACK DOGS) AND CATEGORY 2 DOGS (GUARD AND DEFENCE DOGS), AS DEFINED IN ARTICLE 211-12 OF THE FRENCH RURAL AND MARITIME FISHERIES CODE, AND BY TAMED OR CAPTIVE WILD ANIMALS REFERRED TO IN ARTICLE 212-21 OF THAT CODE, WHETHER STRAYING OR NOT, WHICH ARE OWNED BY OR IN THE CUSTODY OF THE INSURED PERSON (LAW NO. 99-5 OF 6 JANUARY 1999 RELATING TO DANGEROUS AND STRAY ANIMALS AND ANIMAL PROTECTION).

THE CONSEQUENCES OF:

- **ORGANISING SPORTING COMPETITIONS;**
- **PRACTISING SPORTS AS THE HOLDER OF A LICENCE ISSUED BY A SPORTS FEDERATION;**
- **PRACTISING AERIAL SPORTS OR MOTORISED WATER SPORTS.**

SPECIFIC EXCLUSIONS APPLYING TO THE USA/CANADA:

- DAMAGE ARISING FROM AN "EMPLOYEE BENEFIT PLAN": • The term "employee benefit plan" means employee welfare programmes (retirement plans, employee welfare plans and social assistance plans, including sickness and disability pension benefits) established and maintained by an employer and/or an employee organisation.

- DAMAGE FALLING UNDER WORKER'S COMPENSATION, FEDERAL WORKER'S COMPENSATION, EMPLOYER'S LIABILITY, FEDERAL EMPLOYER'S LIABILITY OR EMPLOYMENT PRACTICES LIABILITY COVER.

- DAMAGE FALLING UNDER "MOTOR LIABILITY", NON-OWNED & HIRED AUTO OR PERSONAL MOBILITY VEHICLE LIABILITY COVER: BICYCLES, E-BIKES, SCOOTERS, ETC. - PUNITIVE OR EXEMPLARY DAMAGES.

- DAMAGE RESULTING FROM ENVIRONMENTAL IMPAIRMENT OR POLLUTION - DAMAGE RELATING TO:

- **AN INVASION OF PRIVACY,**
- **IMAGE RIGHTS,**
- **MISLEADING ADVERTISING,**
- **DEFAMATION OR INSULT,**
- **INFRINGEMENT OF INTELLECTUAL PROPERTY, PATENT INFRINGEMENT, DISCLOSURE OF TRADE SECRETS OR COUNTERFEITING,**
- **DISCRIMINATION. It is specified that for all claims occurring in the USA or Canada, expert, lawyer, court and legal costs are included within the limits of cover and are subject to the deductible.**

5. PERIOD OF COVER

Cover under this contract is triggered by the harmful event and protects the Insured Person against the financial consequences of claims, provided that the harmful event occurs between the original effective date of cover and its cancellation or expiry date, regardless of the date of the other elements constituting the claim (Article L.124-5 of the French Insurance Code).

6. LIMITS OF COVER

Limits of cover expressed per claim constitute the maximum amount payable by the Insurer for all claims relating to the same harmful event.

The date of the claim is the date of the harmful event.

The terms and limits of cover are those in force on that date.

In the event of proceedings alleging liability covered under the contract, the Insurer will defend the Insured Person in any proceedings that also concern the Insurer's interests.

Cover applies where the damages claimed exceed the amount of the deductible. The Insurer will direct the Insured Person's defense in relation to civil interests. It may exercise rights of appeal where the Insured Person's criminal interests are not or are no longer at issue (with the Insured Person's agreement otherwise).

By taking control of the Insured Person's defense, the Insurer does not waive the right to rely on any coverage defense of which it was unaware when it assumed control.

Defense costs are payable by the Insurer and are not deducted from the limit of cover for the corresponding damages.

If the amount of damages exceeds the applicable limit of cover, the Insurer will pay defense costs in the same proportion as the limit of cover bears to the compensation due to the injured third party.

The limits of cover are set out below:

PRIVATE LIABILITY	
Bodily injury, property damage and financial loss	€4,500,000 per claim Limited to €300,000 for the following sports: canyoning, rafting, climbing, high-altitude mountaineering, skiing, horse riding, sailing, kitesurfing, scuba diving, caving, bungee jumping, sledging and bullfighting.
Including	
Property damage and consequential financial loss, subject to an absolute deductible of €150 per claim	€750,000 per claim Limited to €300,000 for the following sports: canyoning, rafting, climbing, high-altitude mountaineering, skiing, horse riding, sailing, kitesurfing, scuba diving, caving, bungee jumping, sledging and bullfighting.
Defence before civil, commercial or administrative courts; defence of civil interests before criminal courts	Costs payable by the Insurer, except where the applicable limit of cover is exceeded

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DISABILITY SCALE

Ref. TMHCC-BAR-08/20

TOTAL PERMANENT DISABILITY

Incurable and total mental incapacity resulting directly and exclusively from an accident	100%
Complete loss of sight in both eyes	100%
Complete paralysis resulting directly and exclusively from an accident	100%
Total loss of use of the limbs	100%

PARTIAL PERMANENT DISABILITY SKULL AND SPINE

Total loss of sight in one eye	40%
Complete and incurable deafness resulting directly and exclusively from an accident	45%
Complete and incurable deafness in one ear	30%
Fracture of the odontoid process of the axis with displacement: maximum depending on stiffness	30%
Severe fracture or dislocation of the spinal column with significant spinal stiffness, signs of radicular or spinal-cord irritation, or clinically pronounced traumatic deformity	25%
Loss of teeth where prosthetic replacement is impossible (per tooth)	
– Incisors and canines	0.60%
– Premolars	0.80%
– Molars	1%
Head injury accompanied by loss of consciousness and post-concussion symptoms without objective neurological signs	Maximum 5%

UPPER LIMBS

	RIGHT	LEFT
Amputation or total paralysis of an upper limb	65%	55%
Amputation of the forearm at the elbow joint	55%	45%
Total loss of the hand or loss of use of the hand	60%	50%
Ununited fracture of the humerus (flail arm)	30%	25%
Ununited fracture of the forearm (loose non-union of both bones)	25%	20%
Total loss of both movements		
– of the shoulder	40%	30%
– of the elbow	20* to 25**%	15* to 20**%
– of the wrist	15* to 25**%	10* to 20**%
Total loss of the thumb	22%	18%
Total loss of the index finger	15%	10%
Total loss of the middle finger	12%	10%
Total loss of two fingers other than the thumb and index finger	15%	10%

LOWER LIMBS

Amputation of the thigh at the hip joint or total paralysis of a lower limb	60%
Amputation of the leg at the knee joint	50%
Total amputation of a foot, ankle disarticulation (Syme)	45%
Ununited fracture of the thigh – non-union of the femur:	Maximum 45%
Ununited fracture of the leg – non-union of both bones:	Maximum 35%
Ununited fracture of the fibula alone (non-union)	2%
Total loss of movement :	
– of the hip	30* to 40**%
– of the knee	20* to 30**%
– of the ankle	10* to 15**%
Amputation of the big toe	10%
Amputation of another toe	3%

**Favorable position* ***Very favorable position*

If it is medically established that the Insured Person is left-handed, the percentages specified for the various disabilities of the right upper limb will apply to the left upper limb, and vice versa.

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Annex Annual cover benefits

Insured Persons who have taken out annual cover are entitled to the following benefits as standard:

Reimbursement of sports package fees

Where the Insured Person is unable to continue participating in their insured activities following a covered Accident resulting in a medical exemption from sports activities lasting more than 7 days, evidenced by a medical certificate, the Insurer will reimburse their sports package fees for the remaining period, starting on the day after the accident and calculated pro rata for the unused period, up to a maximum of €200.

Daily hospitalisation benefits following an accident

In the event of hospitalisation lasting more than 3 days following an accident, the Insurer will pay the Insured Person a daily benefit of €50 per day for the duration of the hospitalisation, subject to a 3-day relative deductible and a maximum of €5,000.

These two benefits may be combined.