

Information Notice  
START EXPAT  
Assistance and Civil Liability cover  
Policy no. FRBOPA70811

CHUBB®

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Chubb European Group SE, a company governed by the French Insurance Code, with share capital of €896,176,662, situated at La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France, registered in the Nanterre Trade and Companies Register (RCS) under number 450 327 374. Chubb European Group SE is subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution (ACPR) located at 4 Place de Budapest, CS 92459,75436 Paris CEDEX 09, France.

# General Terms and Conditions

**This Policy is an optional-membership group non-life insurance policy taken out by the Association of Services For Expatriates (ASFE) with Chubb European Group SE for the benefit of its enrolling members. It is governed both by the French Insurance Code and by this Information Notice and the Membership Certificate that it contains.**

## Section I – General Provisions

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### A. Definitions

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#### **Accident**

Any unintentional bodily harm suffered by an Insured Party stemming from the sudden, unexpected action of an external cause. In particular, the following are considered Accidents:

- Infections caused directly by a covered Accident,
- Poisoning and bodily harm caused by the unintentional ingestion of toxic or corrosive substances,
- Asphyxia due to the unforeseen action of gas or vapours or to drowning,
- Frostbite, heat stroke, sun stroke, starvation and exhaustion as a result of shipwreck, forced landing, collapse, avalanche and flood,
- Bodily injuries resulting from an act of terrorism or sabotage, attack or assault suffered by the Insured Party.

#### **Work Accident**

In accordance with Article L.411-1 of the French Social Security Code, a Work Accident shall include, regardless of the cause, any accident occurring because of or in connection with work to any employed person or working, in any capacity or in any location whatsoever, for one or more employers or business leaders.

#### **Act of Terrorism or Sabotage, Attack**

Any illegal action with ideological and/or political motivation, implemented individually or collectively, directed against persons or public or private entities in order to:

- Commit criminal action intended to harm the life of others,
- Instill fear into the population and establish an atmosphere of general insecurity,
- Disrupt the operation of public transport or the operation of companies or institutions producing or processing goods or providing services.

#### **Member**

The natural or legal person who takes out the Policy, signs it and undertakes to pay the Premiums. **If the Member is a legal entity, it must be resident for tax purposes in a member state of the European Union.**

**In order for the Insurer to pay any compensation, the Member must have a bank account at a banking institution in a member state of the European Union.**

#### **Policy Year**

The period between the Policy's Effective Date or renewal date and its expiry date or the date of Cessation of Cover.

## **Insurer**

**Chubb European Group SE**, a company governed by French Insurance Code, with share capital of €896,176,662, domiciled at La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, entered in the Nanterre Trade & Companies Register with the number 450 327 374.

## **Insured Party**

The person(s) insured under this policy and named in the Membership Certificate residing as Posted or Expatriate Employees in a country other than his or her Country of Origin or Country of Nationality.

## **Beneficiary**

The Beneficiary is the person who receives payment, from the Insurer, of the compensation set out in the Policy as the result of any insured Event.

In case of Accidental Death of the Insured Party, the Beneficiary is:

- His or her surviving Spouse or Partner neither divorced nor legally separated by a final judgement or whose civil solidarity pact is in force on the date of the Accidental Death.
- Failing whom, his or her existing or future children, living or represented, in equal shares.
- Failing whom, his or her heirs in equal shares.

The Insured Party shall have the right to name a Beneficiary or replace one Beneficiary with another. This appointment must be made by sending a Beneficiary Designation to the Insurer by registered letter with an acknowledgement of receipt.

## **Serious Medical Condition**

A condition that, in Europ Assistance's opinion, constitutes a serious medical emergency requiring immediate surgery or hospital curative treatment in order to avoid the death or a serious deterioration in the immediate or long-term health prospects of the Insured Party.

The seriousness of the Medical Condition will be determined on the basis of the geographical location of the Insured Party, the nature of the medical emergency, and the local availability of appropriate medical facilities or care.

## **Stabilisation**

This is the time when the Insured Party's state of health stabilises and becomes permanent in nature and incapable of significant change under the effect of any kind of treatment.

The compensation shall be assessed as at the Consolidation Date.

## **Membership Certificate**

The document supplementing these General Terms and Conditions to adapt the Expatriates Policy to the particular case of the Member. In particular, they specify the scope of the cover, the Effective Date and the Premium associated with it.

## **Spouse**

Spouse refers to:

- The person linked to the Member by marriage and not legally separated.
- Common-law Spouse: the person who lives with the Member as if they are married, sharing the same common interests as a married couple and able to produce a cohabitation or coexistence certificate.
- The co-signatory of a Civil Partnership with the Member.

## **Policy**

The General Terms and Conditions constituting an information notice and the Membership Certificate under which the Insurer undertakes to pay a benefit to the Insured Party in the event of the occurrence of a covered Claim, in return for the payment of the Premium.

## **Effective Date**

The date from which the Policy's cover takes effect.

## **Accidental Death**

Death of an Insured Party following an Accident covered by the Policy.

**Forfeiture**

Loss of entitlement to the sums or services provided in the Policy through the failure of the Insured Party or the Policyholder to fulfil certain obligations imposed on them.

**Bodily Injury**

Any physical attack suffered by an Insured Party who is the victim of an Accident, an Assault, an Act of Terrorism or Sabotage.

**Consequential Financial Losses**

Any pecuniary loss resulting from the deprivation of enjoyment of a right, the interruption of a service rendered by a person or by movable or immovable property or lost profits, directly resulting from a covered Bodily Injury or Property Damage.

**Property Damage**

Any alteration, deterioration, loss and destruction of a thing or substance, including any physical harm to animals.

**Dependent Children**

Children, including recognised or adopted children, shall be considered as being dependents only in the cases listed below:

- up to seventeen (17) years of age.
- If they are over the age of seventeen (17) and under the age of twenty-six (26) and are continuing their studies (certificate of attendance required). Any annual income or remuneration they may receive must be less than the minimum taxable amount for Personal Income Tax (IRPP).
- If they have a disability (unable to meet their personal needs without assistance, regardless of their age).
- If they are born viable within three hundred (300) days of the date of the Accident resulting in the death of the Insured Party.

**Personal Transport Vehicle**

Any motorised Personal Transport Vehicle or any non-motorised Personal Transport Vehicle.

**Motorised Personal Transport Vehicle**

Any vehicle without seating, designed and built to transport a single person and lacking any facility for transporting goods, equipped with a non-combustion engine or non-combustion assistance and designed to travel at a maximum speed greater than 6km/h and not exceeding 25km/h. Within the meaning of this Policy, Motorised Personal Transport Vehicle also includes all gyropods, electric scooters, electric unicycle, hoverboards and any other individual electric motorised vehicle.

**Non-Motorised Personal Transport Vehicle**

Any small vehicle without an engine.

**Hospital**

Any public or private Hospital meeting the legal requirements of the country in which it is located and which:

- Receives and treats injured or ill persons who stay there,
- Admits injured or ill persons to stay only under the supervision of the physician(s) attached to it and who must be on call,
- Maintains adequate medical equipment in operational condition to diagnose and treat such injured or ill persons and, if necessary, is able to perform surgery within its premises or in an institution under its control,
- Provides care by or under the control of nursing staff.

**Europ Assistance**

Refers to the entity in charge of providing the assistance services.

### **Generating Event/Harmful Event**

Any circumstance likely to cause or having caused a Claim. A set of Harmful Events with the same cause and the same origin is deemed a single Event.

### **Exclusion**

Anything not covered by the Policy.

### **Expatriate/Posted Employees**

Any person who works abroad on behalf of a company from his or her Country of Origin or Country of Nationality or on his or her own behalf, and whose Country of Posting or Expatriation is a country other than his or her Country of Origin or Country of Nationality.

### **Metropolitan France**

This refers to all European parts of the French Republic including its continental territory and nearby islands in the Atlantic Ocean, English Channel and Mediterranean sea, including Corsica.

### **Excess**

This can be:

- A flat-rate sum fixed by the Insurer and borne by the Member or the Insured Party in the event of a benefit being paid,
- A percentage beyond which benefits are paid,
- A number of days or months upon expiry of which benefits are paid.

### **Civil War**

Civil War is a situation of armed conflict, within a State, between the State's armed forces and identifiable armed groups or between armed groups, the scale and extent of which exceeds a mere revolt or insurrection.

### **Foreign War**

A Foreign War is a state of armed conflict between two or more states, with or without a declaration of war.

### **Total or Partial Permanent Disability**

The definitive, total or partial reduction of certain physical, intellectual and/or psychosensorial functions of an Insured Party resulting from an Accident covered by the Policy.

### **Illness**

Any sudden and unforeseeable deterioration in health, certified by a qualified medical authority, and that has not required continuous hospitalisation, hospital day admission or outpatient hospitalisation within the six months prior to any request, whether due to the manifestation or worsening of such condition.

### **Family Member**

- Spouse.
- Dependent children.

### **Close Relative**

A Close Relative of the Insured Party refers to the Spouse, a first-degree ascendant or descendant, a sister, a brother, a mother-in-law, a father-in-law, a daughter-in-law, a son-in-law, a sister-in-law or a brother-in-law.

### **Country of nationality**

Country of nationality means any country of which the Insured Party holds a valid passport and of which he/she is a citizen, national or subject.

### **Country of Origin**

Country of origin means the country in which the Insured Party had his or her main residence before his or her expatriation and/or to which he/she would like, where applicable, to be repatriated.

## **Country of residence / Country of Posting or Expatriation**

The home country of the Insured Party, other than his or her Country of Nationality or Country of Origin, during his or her period of expatriation.

## **Foreign Countries**

Any country, territory or possession outside metropolitan France. By convention, France's overseas departments and regions [DOM-ROM], overseas countries and territories [PTOM] and overseas communities [COM] are considered to be Foreign with regard to cover for Medical Costs.

## **Pollution**

- The emission, dispersion, ejection or deposit of any solid, liquid or gaseous substance into the atmosphere, soil, subsoil or water,
- The production of odours, noise, vibrations, temperature variations, waves, radiation or rays that exceed obligations relating to usual neighbourhood levels.

## **Premium**

Sum paid by the Member in return for the cover granted by the Insurer.

## **Third-Party Claim**

A Third-Party Claim is any request for compensation, either in or out of court, made by a third party or its successors and sent to the Insured Party or their Insurer.

## **Claim**

Event whose occurrence meets the conditions required under the Policy and likely to result in the application of one of the subscribed types of cover.

- **For the "private life" Civil Liability cover outside the Home Country:**

The manifestation of Damage for the injured Third Party where this Damage is likely to result in the application of cover under the Policy.

A Claim is also any Damage or range of Damage caused to Third Parties at the fault of the Insured Party, resulting from a Harmful Event and giving rise to one or more complaints.

- **For other heads of cover**

This is an Event whose occurrence meets the conditions required under the Policy and likely to result in the application of one of the types of cover taken out.

The range of Damage stemming from the same generating cause constitutes one and the same Claim.

## **Policyholder of the group policy**

The Association of Service For Expatriates (ASFE), an association governed by the law of 1 July 1901, established on 30 April 1992 for an unlimited term

## **Third Party**

Any individual or legal entity other than:

- The Insured Party, his or her Close Relatives, as well as the people who accompany him or her.
- Workers, whether employees of the Policyholder or not, in the performance of their duties.

## **USA / Canada**

The United States of America and Canada, including their territories or possessions.

## **Remote Areas**

Areas outside civilisation, isolated and where rapid search, rescue and recovery are not possible.  
The following applies:

- Civilisation is a constantly inhabited place where it is possible to feed oneself, to spend the night in a permanently inhabited structure, to use telecommunications and benefit from medical care.
- Isolation means a distance of at least one full day's walk between the area and the nearest inhabited place.

- Rapid search, rescue and recovery must be launched by external persons within 12 hours of the alert.

## B. Scope and effective date of cover

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The cover under this Policy shall apply Worldwide, strictly and exclusively throughout the Insured Party's period of expatriation or posting.

The cover shall take effect at the time when the Insured Party leaves his or her home located in his or her Country of Origin to travel to the Country of Posting or Expatriation and shall cease upon the definitive return to his or her Country of Origin or Country of Nationality.

Such cover shall apply **Twenty-Four (24) hours a day**, in both Private Life and Professional Life, throughout this entire period.

## C. Exclusions applicable to all heads of cover

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The Insurer shall not provide any cover or services and shall not make any payment that does not comply with the obligations described in the section entitled "Compliance with economic and trade sanctions" of this Information Notice.

All the heads of cover or services described in this Information Notice do not apply to the following countries and territories: Cuba, Iran, Syria, North Korea, North Sudan, Venezuela, Crimea, the Donbas Region including Luhansk and Donetsk.

We cannot intervene when your requests for cover or benefits follow a Claim:

- Caused or provoked intentionally by the Insured Party;
- Due to the driving of any type of vehicle in a state of intoxication when the blood alcohol level is equal to or greater than the legally allowable limit in the country where the Accident takes place;
- Due to the Insured Party's use of drugs, narcotics or tranquillisers that are not medically prescribed or due to the driving of any type of vehicle, when the Insured Party is under the influence of these drugs, narcotics or tranquillisers prescribed medically, even though the medical notice prohibits the driving of any type of vehicle;
- Caused by the suicide or attempted suicide of the Insured Party;
- Resulting from any neuropsychiatric, psychological or psychosomatic disorders, any outward sign justifying neuropsychiatric treatment or, in particular, nervous breakdown or anxiety;
- Resulting from pregnancy and childbirth except in the event of an unforeseeable complication that could endanger the life of the mother and/or the unborn child, or from infertility treatment, as well as termination of pregnancy;
- Resulting from the Insured Party's participation in bets of any kind (except sporting competitions), fights (except in case of legitimate defence) or offences and crimes within the meaning of the applicable criminal law.
- Resulting from engaging in a sport as a professional or participating, even as an amateur, in motor vehicle races or sports deemed dangerous such as ski jumping, bungee jumping, scuba diving, extreme sports and record attempts;
- Resulting from the use, as a pilot, of any device permitting movement through the air or resulting from engaging, as a pilot or passenger, in any air sports and particularly hang-gliding, parachuting, paragliding, or microlighting;
- Resulting from air travel for the purpose of taking part in a construction activity, photography, aerial advertising, flights relating to the filming or production of television or cinema programmes, flights to offshore platforms and flights with flying clubs.
- Experienced by the Insured Party as a passenger of an Air Transport Company whose pilot does not hold the necessary certificates, licences or permits.

- **Due to thermal, mechanical, radioactive and other effects, stemming from any change in the atomic structure of the material or the artificial acceleration of atomic particles or due to radiation from radioisotopes;**
- **Resulting from an Assault, an Act of Terrorism, Sabotage or an Attack of which the Insured Party is a victim, if it is proved that the Insured Party took an active part as perpetrator or instigator of these events;**
- **Caused by Foreign War or Civil War. Insured Persons caught off guard by the occurrence of such events, in the Country of Posting or Expatriation, shall be required to leave the location of the hostilities as soon as possible. The cover shall remain available to them until they return to their Country of Origin or Nationality and for a maximum of fourteen (14) days from the date on which the hostilities occur. An Insured Party who goes to a Country of Posting or Expatriation where tensions are already observed shall not benefit from this exemption.**

## D. Cessation of Cover

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In all cases, cover shall cease for each Insured Party:

- On the termination date of the group insurance policy taken out by ASFE with Chubb European Group SE,
- On the date on which the Insured Party ceases to be part of the insured group,
- Upon the expiry of the Policy Year during which the Insured Party reaches sixty-five (65) years of age.
- On the date on which the Insured Party no longer has the status of Posted or Expatriate employee. The cover shall cease thirty (30) days after the Insured Party's definitive return to his or her Country of Origin or Nationality.

## Section II – Cover

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### 1. Personal Assistance

The provision of the assistance services is entrusted to Europ Assistance.

**Europ Assistance's teams, available twenty-four hours a day (24/7), must be contacted before any assistance is organised.**

**In all cases, Europ Assistance must be notified of: the last name and first name of the Insured Party, the nature of the illness or accident, the telephone number on which the Insured Party can be reached, the exact address in the country of expatriation and the number of the Chubb Policy.**

#### 1.1. Emergency medical transport

**Europ Assistance shall reserve the absolute right to decide whether the Medical Conditions of the Insured Party are serious enough to justify emergency medical transport.**

On the advice of its medical authorities, Europ Assistance shall organise, implement and handle the Insured Party's transport to the nearest medical centre or Hospital where the appropriate medical care is accessible.

Europ Assistance shall further reserve the right to decide where the Insured Party will be transported and the means or methods to do so, taking account of all the existing facts and circumstances, known to Europ Assistance at the time of the Event.

Such emergency medical transport shall be done either by special air ambulance, scheduled flight, train, boat or by ambulance.

Europ Assistance shall reserve the right to use the transport tickets initially provided for the return of the Insured Party.

Only Europ Assistance's medical authorities shall be authorised to decide on the repatriation, the choice of means of transport, and the place of hospitalisation. Reservations shall be made by Europ Assistance.

#### 1.2. Repatriation to the Insured Party's Country of Residence/Country of Posting or Expatriation

When the Insured Party is in a condition enabling him or her to leave Hospital, Europ Assistance shall organise and take responsibility for the repatriation of the Insured Party to his or her home in his or her Country of Residence/Country of Posting or Expatriation.

The repatriation, as well as the best-suited means, shall be decided and chosen by Europ Assistance.

#### 1.3. Repatriation to the Insured Party's country of origin or nationality

When the Insured Party is in a condition enabling him or her to leave Hospital, Europ Assistance shall organise and take responsibility for the repatriation of the Insured Party either to his or her Country of Origin or to his or her Country of Nationality.

The repatriation, as well as the best-suited means, shall be decided and chosen by Europ Assistance.

#### 1.4. Return of an accompanying beneficiary in the event that the Insured Party is repatriated

Europ Assistance shall organise and cover the cost of the return of an accompanying beneficiary in the event that the Insured Party is repatriated to his or her Country of Origin or Nationality if the means originally planned for their return can no longer be used as a result of such repatriation.

The repatriation, as well as the best-suited means, shall be decided and chosen by Europ Assistance.

#### 1.5. Accompanying support for children

When the Insured Party is ill or injured and is unable to care for his or her insured children under the age of 18 who live with him or her, Europ Assistance shall organise and pay for a return trip by train (first class) or by air (economy class) from the Country of Residence/Country of Posting or Expatriation or from the Insured Party's Country of Origin, of a person chosen by the Insured Party or a guardian who will bring the Insured Party's children back to his or her place of residence in the Country of Posting or Expatriation or to the home of a person designated by the Insured Party in the Insured Party's country of origin by train (first class) or air (economy class).

The cost of children's tickets shall be borne by the Insured Party.

Europ Assistance also covers the person's hotel costs (room and breakfast), up to 150 euros per night and for a maximum of 2 nights.

**1.6. Extension of the Insured Party or an accompanying insured party's trip**

If the Insured Party is hospitalised outside his or her Country of Origin and Europ Assistance considers, based on the information provided by local doctors, that such Hospitalisation needs to continue after the initial date scheduled for the Insured Party's return to his or her Country of Origin, Europ Assistance shall cover the accommodation costs of an accompanying insured party, **up to €150 per night and capped at €1,500**, so that he or she can stay with the Insured Party until the Insured Party is able to return to his or her Country of Origin.

If the Insured Party is housebound outside his or her Country of Origin and is obliged to extend his or her stay on site beyond the initial date scheduled for his or her return to his or her Country of Origin and if Europ Assistance judges, based on the information provided by local doctors, that the Insured Party's state of health does not require him or her to be Hospitalised, Europ Assistance shall cover the costs of extending the Insured Party's stay **up to €150 per night and capped at €1,500**.

The cover shall cease on the day on which Europ Assistance considers, based on the information provided by local doctors, that the Insured Party is able to return to his or her Country of Origin.

**1.7. Presence of a relative with the hospitalised Insured Party for more than 5 days**

If the Insured Party is hospitalised for more than five days and if his or her condition prevents him or her returning to his or her Country of Origin, Europ Assistance shall make available to one (1) member of his or her Family, a round-trip ticket for air travel (economy class) or train travel so that they can go to his or her bedside, only departing from the Insured Party's Country of Origin.

Europ Assistance shall organise the hotel stay for this person and cover the cost of the accommodation expenses actually incurred, on presentation of the original supporting evidence, of up to One Hundred and Fifty euros (€150) per day and capped at an overall total of One Thousand Five Hundred euros (€1,500).

It is specified that the coverage of costs shall pertain strictly and only to the cost of renting the hotel room, to the exclusion of any other costs.

**1.8. Return of the Insured Party to his or her Country of Posting or Expatriation**

If, after the repatriation of an Insured Party to his or her Country of Origin following a covered Illness or Accident, and if his or her state of health improves, Europ Assistance shall make available to him or her, within two months of his or her repatriation, an air ticket (economy class) or train ticket to enable him or her to return to his or her Country of Posting or Expatriation.

**1.9. Assistance with returning home after repatriation (France only)**

• **Childcare**

In the event that an Insured Party is housebound for more than 8 days and/or Hospitalised for more than 8 days, Europ Assistance shall organise and pay for one of the following services:

- Either the care of a sick child under 18 years of age at home for up to 20 hours by a competent person found by Europ Assistance. The person sent to the beneficiary child's home will start and finish their duties in the presence of a parent. The service is accessible between 8 a.m. and 7 p.m., Monday to Friday, excluding public holidays, with a minimum of 4 hours per day and a maximum of 10 hours;
- Or the cost of a return trip for the Insured Party's children to travel to a relative designated by the Insured Party who lives in Metropolitan France. They will be accompanied by a guardian appointed by Europ Assistance.

• **Home help**

Europ Assistance shall organise the engagement of a home help to carry out housework at the Insured Party's home, either upon his or her return from hospital, the date of his or her Hospitalisation, or during the period in which he or she is housebound.

Europ Assistance shall cover the cost of the home help for up to 10 hours, to be spread, at the convenience of the Insured Party, over the month following the date of his or her Hospitalisation or return home or during the period in which he or she is housebound (minimum of 2 hours at a time).

If supporting documents are not provided (hospitalisation certificate or medical certificate), Europ Assistance reserves the right to recharge the full cost of the service to the Insured Party.

• **Animal Care**

Europ Assistance shall organise the transport of the Insured Party's pets (dog or cat) to an appropriate care facility close to his or her home or to a destination of his or her choice in France and less than 50 km from his or her place of Hospitalisation.

Europ Assistance shall cover the cost of transporting the Insured Party's animals as well as their accommodation costs at the care establishment, **capped at €155**, for the duration of his or her stay in hospital or while he or she is housebound.

This benefit is paid subject to compliance with the transport, reception and accommodation conditions defined by the service providers and care facilities (up-to-date vaccinations, possible deposit, etc.).

This service may only be provided if the Insured Party, or a person authorised by him or her, can meet the chosen service provider to entrust the animals to him or her.

- **Comfort while in Hospital**

If the Insured Party is hospitalised under the conditions referred to above, Europ Assistance shall pay the costs of renting a television, **capped at €80**, for the duration of his or her stay in the hospital.

1.10. **Repatriation of the body in case of death**

In the event of the death of an Insured Party, Europ Assistance shall bear the cost of and organise the transport of the Insured Party's body to his or her Country of Origin or Nationality. Cover for the price of the casket shall be limited to **Two Thousand euros (€2,000)**. This service shall also apply to the transport of the body having been temporarily buried in accordance with local practices and requirements in order to be buried again or cremated in the Country of Origin or Nationality.

Burial, embalming, and ceremonial costs, unless they are made mandatory by local laws, shall not be covered by Europ Assistance.

1.11. **Accompaniment of the deceased**

Europ Assistance shall organise and, where applicable, pay for the return of an accompanying insured party to the place of the funeral by train (first class) or air (economy class).

1.12. **Identification of the body and death formalities**

If, following the death of an unaccompanied Insured Party, the presence of a member of his or her family proves to be necessary to recognise the body and/or participate in the formalities of repatriation or cremation, Europ Assistance shall make available to Two (2) members of the Family a ticket for air travel (economy class) or train travel, round trip, for each of them to allow them to go to the site where the deceased is located.

Europ Assistance shall pay for the accommodation expenses, capped at One Hundred and Fifty Euros (€150) per person and per day over a maximum period of Two (2) Days.

1.13. **Emergency return of the Insured Party following the death or serious illness of a Close Relative**

If the Insured Party has to leave his or her Country of Posting or Expatriation:

- Due to the death of a Close Relative, Europ Assistance shall cover the cost of a round-trip ticket for train travel (1st class) or air travel (tourist class) from the Country of Posting or Expatriation to the place of burial anywhere in the World.  
If the Insured Party's Spouse and Child(ren) are designated in the Membership Certificate of the policy, the same service shall be available to them.
- In case of illness affecting his or her spouse or common-law spouse or first-degree ascendants or descendants, and on this double condition:
  - It is an unforeseeable event, the seriousness of which is confirmed by the Europ Assistance physician after contacting the physician treating the patient,
  - This event demands the presence of the Insured Party urgently and imperatively.

Europ Assistance shall provide and cover the cost of a round-trip ticket for train travel (1st class) or air travel (tourist class) from the Country of Posting or Expatriation to the patient's bedside anywhere in the World.

If the Insured Party's Spouse and Child(ren) are designated in the Membership Certificate of the policy, the same service shall be available to them.

This benefit may only be provided once a year for the same event.

1.14. **Advancing bail payments and advancing and paying legal fees (outside France only)**

If the Insured Party is abroad and if he or she is incarcerated or threatened with incarceration, Europ Assistance will advance bail costs of up to €15,000. The Insured Party undertakes to reimburse Europ Assistance for this advance within 30 days of receipt of the invoice or as soon as the bail costs have been returned to the Insured Party by the authorities, if they are returned before the expiry of this period.

In the event that an Insured Party fails to appear before the court, the advanced bail costs that the Insured Party is unable to recover due to his or her failure to appear shall become immediately payable. The provision of the advance costs is subject to the submission of a form acknowledging the amounts owed.

In addition, where legal proceedings are brought against the Insured Party, Europ Assistance shall advance and pay, on presentation of supporting documents, the legal costs that the Insured Party incurs on site of up to €3,000, provided that the alleged acts are not, under the country's laws, subject to criminal sanctions. The request for payment must be accompanied by an enforceable court decision.

This benefit does not cover legal proceedings brought in the Insured Party's Country of Origin or Country of Nationality as a result of a road accident occurring abroad.

#### **1.15. Search and rescue costs**

Europ Assistance shall cover the search and rescue costs incurred to locate the Insured Party following an event occurring outside his or her Country of Origin, capped at €15,000 per person or per event. Only fees charged by a company that is duly authorised to carry out these activities may be reimbursed.

Under no circumstances shall Europ Assistance be required to organise the emergency services.

The Insured Party (or his or her successors) must send us:

- the detailed claim declaration,
- the paid invoice issued by the organisation that carried out the intervention, stating the date, nature and reasons for the intervention,
- the medical certificate, the report from the police authorities, or the death certificate, as the case may be.

#### **1.16. Early return in the event of a claim relating to the Insured Party's home**

The Insured Party learns of the occurrence of a Claim at his or her home in his or her Country of Residence or in his or her Country of Origin and he or she needs to travel there to carry out administrative procedures. Europ Assistance shall organise and cover the cost of the Insured Party's return trip to his or her home, by train (first class) or air (economy class), and where necessary from his or her Country of Posting or Expatriation to his or her home in the Insured Party's Country of Origin.

If no supporting documents are provided (declaration of claim to the insurer, expert report, complaint report, etc.) within 30 days of the claim, Europ Assistance reserves the right to recharge the entire cost of the service to the Insured Party.

This service is extended to Business Premises if the Insured Party is a company director.

#### **1.17. Early return or transport to a secure area in the event of an Attack or Natural Disaster**

An Attack or Natural Disaster occurs within a maximum radius of 100 km around the place where the Insured Party is staying in his or her Country of Posting or Expatriation. The Insured Party is not injured, but wishes to shorten his or her stay in his or her Country of Posting or Expatriation. Europ Assistance shall organise and pay for travel by train (first class) or air (economy class) from the Insured Party's Country of Posting or Expatriation either to his or her Country of Origin or to a secure area, if the reception and security conditions are considered to be satisfactory there. The request to return early must be made within 72 hours of the occurrence of the Attack or Natural Disaster.

If the Insured Party opts to be transported to a secure area, Europ Assistance shall also organise and pay for the return trip to the Country of Posting or Expatriation when that country subsequently becomes safer, provided that this request is made within 15 days of the Attack or Natural Disaster.

A secure zone means an area of the territory defined by the authorities of the Country of Posting or Expatriation, or defined by the diplomatic services of the Insured Party's Country of Origin, located within a radius of 100 km around the place where the Insured Party is staying.

#### **1.18. Sending medicines abroad**

The Insured Party is outside his or her Country of Origin and his or her medicines, which are essential to the continuation of his or her treatment and the interruption of which, according to our doctors, poses a risk to his or her health, are lost or stolen. Europ Assistance will search for equivalent medicines on site and organise a medical examination with a local doctor who may prescribe them to the Insured Party. The costs of medical examinations and medicines shall be borne by the Insured Party.

If there are no equivalent medicines on site, Europ Assistance shall arrange, from France only, for the medicines prescribed by the Insured Party's treating physician to be sent, provided that the treating physician sends Europ Assistance's doctors a duplicate of the prescription given to the Insured Party and that these medicines are available in local pharmacies.

Europ Assistance shall pay the shipping costs and recharge any customs fees and the cost of purchasing the medicines to the Insured Party, which the Insured Party undertakes to reimburse on receipt of the invoice.

These shipments are subject to the terms and conditions of the courier companies that we use. In all circumstances, the transport of such medicines is subject to the regulations and conditions imposed by France and the domestic laws of each country on the import and export of the medicines.

Europ Assistance disclaims any liability for any loss of the medicines and any regulatory restrictions that could delay or make it impossible to transport the medicines, as well as for any consequences resulting therefrom. In all cases, shipments of blood and blood products, products restricted to use in hospitals or products subject to special storage conditions, in particular refrigeration and, more generally, products not available in pharmacies in France are excluded.

Furthermore, the cessation of the manufacture of the medicinal products, their withdrawal from the market or their non-availability in France constitute cases of force majeure that may delay the performance of the service or render it impossible.

#### 1.19. Assistance in the event of theft, loss or destruction of your identity documents or means of payment

- **Information on steps to be taken**

If the Insured Party loses or has his or her identity documents stolen. Every day, between 8:00am and 7:30pm (French time) except Sundays and public holidays, Europ Assistance will inform you of the steps you need to take (filing a complaint, renewal of identity documents, etc.) by calling the "Information" service on 01 41 85 87 45.

This information constitutes documentary information referred to in Article 66.1 of the amended law of 31/12/71. Under no circumstances shall this information be deemed to constitute legal advice. Depending on the circumstances, Europ Assistance will direct the Insured Party to organisations or categories of professionals able to answer his or her questions. Europ Assistance may not under any circumstances be held liable for the interpretation or use that the Insured Party may make of the information provided.

- **Provision of funds**

In the event of the loss or theft of means of payment, credit card(s), chequebook(s) and subject to a certificate of loss or theft being issued by the local authorities, Europ Assistance shall send the Insured Party an advance of funds of up to €2,300 so that he/she can meet his or her basic expenses, subject to the following conditions:

- the payment by a third party of the corresponding amount by debit card,
  - or the payment by the bank at which the Insured Party holds an account, of the corresponding sum.
- The Insured Party will sign a receipt when the funds are handed over.

- **Extended stay**

The Insured Party loses or has his or her identity documents stolen outside his or her Country of Origin and is unable to leave the territory of the country in which he or she is located on the initial scheduled return date. Europ Assistance shall cover accommodation costs, up to the date on which the Insured Party obtains the issue of new identity documents and in all cases, up to a maximum of €150 per night and capped at €1,500.

Accommodation costs mean hotel costs following an insured event, excluding food and beverage costs. The Insured Party must attach to his or her request the original supporting documents relating to the accommodation costs that he or she actually incurred, as well as the declaration of loss or the complaint submitted in the event of theft.

#### 1.20. Exclusions specific to the "Personal Assistance" service

**In addition to the Common Exclusions specified in these General Terms and Conditions, Europ Assistance may not intervene under the circumstances set out below:**

- **May not intervene outside the limit of the approvals given by the local authorities;**
- **May in no case take the place of the local emergency assistance organisations or cover the expenses thus incurred;**
- **Is not held responsible for misconduct or mishaps in the performance of the obligations resulting from cases of force majeure or an Event such as Riot, Civil War, Foreign War, Popular Uprising, revolution, strike, seizure or constraint by public force, official ban, piracy, explosion of a device, nuclear or radioactive effect, or weather-related obstacles;**

- It is not required to intervene in cases in which the Insured Party has voluntarily committed violations of the laws in force in the countries through which he or she passes or in which he or she stays as posted or expatriate employee;
- Events occurring because of the Insured Party's participation as a competitor in sporting competitions, bets, matches, contests, rallies or in their preparatory trials;
- The consequences of pre-existing diagnosed and/or treated illnesses and/or injuries that have required continuous hospitalisation, hospital day admission or outpatient hospitalisation within the six months prior to any request, whether due to the manifestation or worsening of such condition;

## 2. Psychological Support

In the event of an Accident (including in a vehicle), an Assault or attempted Assault, the death of a Member of your family, an Attack or a Natural Disaster resulting in psychological trauma, Europ Assistance provides you, 24 hours a day, 7 days a week and 365 days a year, with a Counselling and Psychological Support service enabling you to contact clinical psychologists by telephone. The telephone interview(s), carried out by professionals who will remain neutral and attentive, will allow you to share your thoughts and gain clarity about your situation following this event.

Psychologists work strictly in compliance with the Code of Ethics applicable to psychologists, and will not under any circumstances initiate psychotherapy by telephone.

Europ Assistance shall organise and pay for three telephone interviews.

These telephone interviews are conducted in French only and you shall remain liable for the cost of telephone communications.

## 3. Travel incident

### 3.1. Scope of the cover

Following a delay in the arrival of an aircraft used in the Insured Party's outward or return trip to or from the Country of Posting or Expatriation, of more than 4 hours compared to the time initially scheduled, and resulting in a missed connection, the Insurer shall pay the Insured Party fixed compensation of €300.

This cover applies to:

- Outbound or return scheduled flights on airlines whose schedules are published,
- Outbound and/or return charter flights whose schedules are stated on the outward air ticket.

For the purpose of calculating the compensation, the length of delay affecting the outbound flight is not added to the length of delay affecting the return flight. The delay related only to a single (one-way) journey. However, the cover may apply to both the outbound flight and the return flight, if for each journey the delay exceeds 4 hours and causes the Insured Party to miss a connection. The cover takes effect on the date and at the time stated on the flight ticket and expires upon arrival at the destination airport.

This cover does not apply if you are transferred to another airline within the originally scheduled hours.

### 3.2. Exclusions from the Travel Incident cover

In addition to the standard Exclusions listed in these General Terms and Conditions, the following shall be formally excluded from the "Travel Incident" cover:

- civil or foreign war, riots, civil unrest, strikes, acts of terrorism, hostage-taking or sabotage, any manifestation of radioactivity, any effect of nuclear origin or caused by any source of ionising radiation in the country of departure, transfer and destination,
- any event that endangers the safety of your trip where travel to your destination is not recommended by the French Ministry of Foreign Affairs,
- a decision by the airport authorities, civil aviation authorities or any other authority, where the announcement was made 24 hours before the departure date of your trip,
- events occurring between the date on which your trip was booked and the date on which this policy was taken out,

- missing the flight on which your booking was confirmed, for any reason whatsoever,
- non-admission on board as a result of missing the baggage check-in deadline and/or arriving late for boarding.

#### 4. **Baggage and personal effects**

##### 4.1. **Purpose of the cover**

- **Theft, total or partial Destruction and Loss of baggage, personal objects and effects**

The Insurer shall cover, up to €2,000, baggage, objects and personal effects that the Insured Party has taken with him or her during his or her stay outside his or her Country of Origin, against:

- theft,
- total or partial destruction,
- loss while being transported by a transport company.

##### **Limits on reimbursement for certain items**

For valuables, pearls, jewellery and watches, furs, laptop computers, the reimbursement value may not under any circumstances exceed 50% of the insured amount. In addition, the items listed above are only insured against theft.

If the Insured Party uses a private car, the risk of theft is covered provided that the baggage and personal effects are contained in the boot of the vehicle, which is locked, and kept out of sight. Only theft by break-in is covered.

If the vehicle is parked on a public road, the cover only applies between 7:00am and 10:00pm (local time).

- **Delayed delivery of baggage**

During a trip, if that the Insured Party's personal baggage checked in with the airline that transported him or her is not handed over to him or her at the destination airport on his or her outbound trip and if it is returned to him or her more than 12 hours late, the Insured Party shall be paid fixed compensation of €300, by way of a contribution to the reimbursement of the costs that he or she has incurred in purchasing essential supplies.

This compensation is not combined with the main cover of €2,000.

- **Theft of your identity documents**

In the event that the Insured Party's passport, identity card (or residence card), vehicle registration card or driving licence are stolen from him or her during his or her stay outside his or her Country of Origin, the Insurer shall reimburse the Insured Party for the cost of obtaining replacement documents, on presentation of supporting documents, capped at €150.

##### 4.2. **Amount of cover**

The amount shown in the Table of Cover Amounts constitutes the maximum reimbursement for all Claims occurring during the period of cover.

An Excess (only for damage to baggage: suitcases, bags, etc.) of €25 will be applied per Claim.

##### 4.3. **Calculation of compensation**

The Insured's compensation shall be based on the replacement value of equivalent objects of the same nature, less any Wear and Tear and Excess. Under no circumstances shall the proportional rule set out in Article L 121-5 of the French Insurance Code be applied.

##### 4.4. **Exclusions from the Baggage and personal effects cover**

**In addition to the standard Exclusions listed in these General Terms and Conditions, the following shall be formally excluded from the "Baggage and personal effects" cover:**

- theft of baggage, personal effects and objects left unattended in a public place or stored in premises jointly accessible by multiple persons,
- forgetfulness, loss (other than by a transport company), exchange,

- theft without any break-in duly recorded and documented by an authority (police, gendarmerie, transport company, purser, etc.),
- theft committed by your employees during the performance of their duties,
- accidental damage caused by the leakage of liquids, greasy materials, colourants or corrosive materials contained in your baggage,
- confiscation of property by the authorities (customs or police),
- damage caused by mites and/or rodents as well as by cigarette burns or by a non-incandescent heat source,
- theft from a convertible car and/or estate car or other vehicle without a boot; the cover applies provided that the baggage cover delivered with the vehicle is used,
- collections, professional samples,
- theft, loss, forgetfulness or deterioration of cash, documents, books, travel tickets and credit cards,
- theft of jewellery where it has not been placed in a locked safe or is not worn,
- breakage of fragile objects such as porcelain, glass, ivory, pottery or marble,
- indirect damage such as depreciation and loss of use,
- the items listed below: any prosthesis, medical device of any kind, bicycles, trailers, valuables, paintings, glasses, contact lenses, keys of any kind (except house keys), documents recorded on tapes or films as well as professional equipment (other than laptop computers), mobile phones, CDs, DVDs, any multimedia hardware (MP3, MP4, PDA, etc.), GPS devices, sports equipment, musical instruments, food products, lighters, pens, cigarettes, alcoholic beverages, works of art, fishing rods, beauty products, photographic films and items purchased during your period of expatriation.

## 5. Personal injuries

### 5.1. Accidental Death

When an Insured Party is a victim of an Accident and dies from its consequences within Twenty-Four (24) Months of its occurrence, the Insurer shall pay the Beneficiary the sums indicated in the Table of Cover.

This lump-sum payment is increased by €5,000 per child under the age of 25 who is financially dependent on the Insured Party.

This benefit is increased by 50% in the event of the Accidental Death of the Insured Party following a covered Air Accident. The cover is available to the Insured Party when he or she boards the aircraft and ceases when he or she leaves the aircraft.

#### **Disappearance**

If the Insured Party's body is not recovered following a shipwreck or disappearance or destruction of the means of transport in which he or she travelled, there is a presumption of Accidental Death after a period of One (1) Year from the day of the Accident.

The cover shall apply on presentation of a declaration of death issued by a court.

However, if it is proved, after the payment of the benefit to the Beneficiary, at any time whatsoever, that the Insured Party is still alive, the sum paid as regards the presumption of Accidental Death must be returned by the Beneficiary, in full, to the Insurer, with the Insured Party guaranteeing this return.

### 5.2. Permanent Total or Partial Disability due to an Accident

Where an Insured Party is a victim of an Accident and it is established that he or she remains disabled partially or totally as a result, the Insurer shall pay the Insured Party the product of the amount indicated in the Table of Cover and the rate of Disability as defined in the European physical and mental disability rating scale in force on the date of the Trigger Event.

If, within a period of Six (6) months after a Covered Accident, the consolidation of the victim's injuries has not occurred, and if the Permanent Disability with which the Insured Party will likely remain affected is at least equal to Thirty percent (30%) after an assessment by the Insurer's medical adviser, the Insurer shall pay the Insured Party, at his or her request, an advance on the compensation equal to Ten percent (10%) of the guaranteed benefit in case of Total Permanent Disability. This advance shall be deducted from the final settlement of the Claim.

The degree of Disability shall be established as soon as there is a Stabilisation of the Insured Party's condition and at the latest at the end of a period of Three (3) Years from the date of the Accident.

For cases of Disability not provided for in the scale, the rates shall be determined by comparing their seriousness with cases listed in the said scale. Evaluation of injuries to a limb or organ may not be influenced by the pre-existing degree of Disability of another limb or organ.

Where the consequences of the Claim are aggravated by the existence of an Illness or a physiological condition, or the refusal or negligence of the Insured Party to submit to the medical care necessitated by his or her condition, the compensation shall be fixed according to the consequences that the same Claim would have had in a person of normal health, not having any Disability and having undergone appropriate medical treatment. Should several limbs or organs be harmed by the same Accident, the degrees of Disability shall be combined without exceeding One Hundred Per Cent (100%).

Degrees of Disability shall be established regardless of any professional, social or family considerations.

In case of Accidental Death before the final Consolidation of the Disability, the benefit in case of Accidental Death shall be paid after deducting any sums paid for the Disability.

There shall be no accumulation between the "Accidental Death" and "Accidental Total or Partial Permanent Disability" cover, when resulting from the same Event.

**The following Claims shall be formally excluded from the Accidental Death and Accidental Total or Partial Permanent Disability Cover:**

- those resulting from an Act of Terrorism or Sabotage, an Attack or hostage taking, Kidnapping, a Civil War or a Foreign War occurring in one of the following countries: Afghanistan, Iraq, Libya, Somalia, Sudan, Syria, Yemen, Mali, Nigeria, Chad, Ukraine.
- those resulting from any Civil or Foreign War that occurred on French Territory when it is the Insured Party's country of residence.

## 6. "Private life" Civil Liability

This cover applies strictly and only outside the Insured Party's Country of Origin or Nationality.

By extension, this cover is granted for a maximum of thirty (30) days:

- per year, during stays or organised holidays anywhere in the world
- from the first day of the Insured Party's definitive return to his or her Country of Origin or Nationality.

### 6.1. Scope of the cover

The Insurer shall cover the Insured Party and Members of his or her Family, on the express condition that they are designated in the Membership Certificate of the Policy, against the financial consequences of the Civil Liability that may fall to him or her under the laws in force or case law because of Consequential Bodily Injury, Property Damage, and Intangible Damage caused to Third Parties.

Only Damages resulting from a private act committed by the posted or expatriate Insured Party or one of the Members of his or her Family, on the express condition that he or she is designated in the Membership Certificate of the Policy, shall be covered.

The Insurer shall cover the Insured Party and his or her Family Members, on the express condition that they are named in the Membership Certificate for the Policy, against any financial liability they may have in their capacity as tenant of a property (apartment, house) resulting from any bodily injury or property damage caused to others by an accident, fire or explosion that starts on the premises temporarily occupied during the Trip.

The cover applies subject to the following conditions:

- you cause damage to a third party who brings a civil claim against you, and
- the harmful event occurs between the original effective date of the cover and its termination or expiry date, regardless of the date of the other elements constituting the Claim.

### 6.2. Amount of the cover for private life Civil Liability

It shall be fixed at **Four Million Euros (€4,000,000)** per Claim for all resulting Bodily Injuries, Property Damage, and Intangible Damage combined, with the cap reduced to **One Million Five Hundred Thousand Euros (€1,500,000) per Claim** for all the Damages that have occurred and Complaints made in the USA or Canada (including in their territories or possessions) with the following sub-limits:

- Food Poisoning: **One Million Five Hundred Thousand Euros (€1,500,000) per Policy Year**
- Resulting Physical and Intangible Damages: **Four Hundred and Fifty Thousand Euros (€450,000) per Claim**, less an **Excess of Eighty Euros (€80) per Claim**.
- Damage to equipment entrusted during an internship: **Twelve Thousand Euros (€12,000) per Claim**, less an **Excess of Eighty Euros (€80) per Claim**.
- Third-party rental liability abroad: **One Hundred Thousand Euros (€100,000) per Claim**.

This amount shall form the limit of the Insurer's commitments for all types of Damage stemming from the same initial cause, regardless of the number of victims.

In the event that these Damages appear over more than one Policy Year, the Claim shall be attached to the Policy Year during which the first of the Damages appeared.

This amount shall form the limit of the Insurer's commitments for all Claims attached to the same Policy Year, with the understanding that:

- The amounts of cover thus fixed shall include the costs and fees of inquiries, investigations, expert assessments and lawyers as well as court costs and shall be reduced and ultimately exhausted by any out-of-court or court settlement of compensation or costs and fees.
- In case of exhaustion of the amount of cover "per Policy Year" before the expiry of the Policy Year, the cover may only be reconstituted for Claims subsequent to the signing of an addendum establishing the agreement of the parties on this point and setting the resulting additional Premium.
- The amount of cover "per Policy Year" shall be automatically reconstituted in full on the first day of each Policy Year.
- And, notwithstanding these stipulations, there is no derogation from the option of termination that the Parties hold under the law or the Policy.

### 6.3. Exclusions from the cover for private life Civil Liability

**In addition to the Common Exclusions specified in these General Terms and Conditions, the following shall formally remain excluded from the Cover for "private life" Civil Liability:**

- **Damage caused by the Insured Party in his or her Home Country;**
- **Damage caused by asbestos (including asbestos fibres or dust), lead (including particles containing lead), toxic mould or fungal contamination and Pollution Damage in the USA/Canada;**
- **Damage occurring during the use of a car or motor vehicle, sailing boat or motorboat, aircraft or riding animals owned, operated or under the care of the Insured Party or the persons for whom he or she is liable;**
- **Property Damage resulting from fire, explosion or water damage if they occurred within the premises owned, occupied or leased by the Insured Party, with the understanding, however, that the cover shall apply to such Damage that occurred in a hotel room rented by the Insured Party or by the Policyholder or in premises temporarily occupied by the Insured during the duration of the contract, on the express condition that the Insured Party does not elect domicile there;**
- **Non-consequential Intangible Damage;**
- **Dangerous sports: mountaineering, caving, boxing, polo, karate, American football, parachuting, aircraft piloting, gliding, hang gliding, bungee jumping, microlighting, or scuba diving;**
- **All consequences of contractual commitments made by the Insured Party to the extent that the obligations that would result exceed its obligations under common law;**
- **Damages caused by the Insured Party while hunting;**
- **Judicial compensation, usually referred to as "Punitive" or "Exemplary Damages" and generally defined as compensation supplementing the reparation of the actual harm, which may be awarded to victims by the courts of the USA or Canada, where they consider that the party having caused the Damage had "anti-social" or "more than negligent" behaviour or was "in wilful ignorance of its consequences".**

- Damage caused by or to any land motor vehicle whether subject or not to the vehicle insurance obligation (including trailer, tow bar or articulated lorry) when the Insured Party is the owner, driver or custodian. It is understood that this exclusion also applies to damage caused by the use of micro-tractors, tilling machines, ride-on lawnmowers, toy vehicles of any engine capacity and any Personal Transport Vehicle.

Also excluded shall be Damage:

- Caused to property, including animals, operated, used or under the care of the Insured Party, even where they are entrusted to him or her as part of a voluntary activity;
- Resulting from the Insured Party's professional or remunerated activity as well as public or union duties;
- Caused to the goods, objects, products or animals sold by the Insured Party;
- Resulting from any Act of Terrorism or Sabotage, an Attack, a Riot or a Popular Unrest;
- Resulting from non-accidental pollution;
- Caused by horses or other equines, by dogs of category 1 or 2, as defined in Article 211-1 of the French Rural Code, or by wild animals;
- All the financial consequences of the civil liability for which the Insured Party is liable as employer resulting from a work accident or professional illness affecting one of his or her Employees in the course of his or her duties;
- Damage resulting from the Insured Party's corporate management with regard to his or her Employees or former employees, prospective employees, their successors and social partners;
- Damage caused by the Insured Party in any country other than the country of his or her posting or expatriation or his or her Country of Origin or Residence.

#### 6.4. **Time Limits**

The cover triggered by the Harmful Event shall cover the Insured Party against the financial consequences of Claims when the Harmful Event occurs between the initial Effective Date of the cover and its date of termination or expiry, regardless of the date of the other components of the Claim.

#### 6.5. **Criminal Defence and Appeal**

The implementation of this cover is entrusted to:

**GIE CIVIS, 90, avenue de Flandre, 75019 Paris,**

**Phone: +01 53 26 25 25**

which is appointed by Chubb European Group SE to provide the insured services.

##### **a) Purpose of the cover**

The purpose of this cover is to provide the Insured Party with the legal and financial resources needed:

1. To make a claim out of court and, where necessary, through the courts, for financial compensation for any Damage suffered by the Insured Party, subject to the following three conditions being met:
  - The Damage is covered and a natural or legal person who is not an Insured Party under this policy is responsible therefor,
  - The Damage occurred in circumstances in which the Civil Liability cover under this policy would have been available to the Insured Party if it had been responsible therefor to the detriment of a Third Party,
  - The cost of the Damage is equal to or greater than the intervention threshold of €300
2. To defend the Insured Party before criminal courts and administrative hearings, if he or she is prosecuted for a breach or offence as a result of an event covered by the Civil Liability cover provided under this policy

**b) Insured services**

The Insurer undertakes, subject to the conditions set out in paragraph d):

1. To provide the Insured Party with all information on the extent of his or her rights and on how to assert them, and to take all steps and measures and implement all legal means to resolve the dispute;
2. To refer the matter to the lawyer chosen by the Insured Party and, if no choice is made, to provide it with a lawyer:
  - Where the interests of the Insured Party need to be defended, represented or invoked before a court or hearing,
  - In the event of a conflict of interest, i.e. if GIE CIVIS is required to simultaneously defend the interests of the Insured's opposing party;
3. To pay the fees of agents (lawyers, correspondents, bailiffs and experts) and all other necessary costs, insofar as these costs and fees need to be incurred by the Insured Party to have his or her rights recognised and enforced, subject to the following limits:
  - €30,000 in the USA
  - €16,000 outside the USA

**c) Geographical scope of the cover**

The cover applies outside the Insured Party's Country of Origin or Nationality.

**d) Implementation of cover**

1. Declaration

Any event that may result in a claim being made under this cover must be declared in writing to GIE CIVIS.

Note: without prejudice to the provisions of §3, the Insured Party must, except on the occurrence of unforeseen circumstances or a force majeure event, make this declaration before referring the matter to a lawyer or commencing any legal action, failing which the cover shall lapse.

2. Assembling the file

The Insured Party undertakes to provide, at the time of the declaration and subsequently upon receipt, all documents, information and evidence relating to the dispute and relevant to verifying that cover is available, investigating the claim and finding a solution. In particular, the Insured Party must provide all information that serves to identify and find its opposing party and to quantify and support its Claim, as well as all information about any other insurance policy from which it may benefit in connection with the declared events.

Note: the Insured Party shall forfeit any right to cover and be required to reimburse any costs already incurred if he or she knowingly makes inaccurate statements (including by concealing certain documents or information) concerning the nature, causes or consequences of the dispute or any information relevant to resolving the dispute.

3. Prior agreement on bringing proceedings

The conduct of the claim, the appointment of agents and the action to be taken shall be decided by mutual agreement between the Insured Party and GIE CIVIS.

In the event of disagreement, the Insured Party may submit the disagreement to arbitration as provided for in e), but may also, after notifying GIE CIVIS in writing, bring the disputed proceedings himself or herself. If he or she obtains a more favourable final solution, GIE CIVIS will reimburse, on presentation of supporting documents and within the limits of the cover, any costs that he or she incurs that are not borne by the opposing party.

Note: subject to this particular scenario, any action taken by the Insured Party at his or her own initiative without the prior agreement of GIE CIVIS shall remain his or her responsibility unless such action constitutes a genuinely urgent protective measure in relation to which the Insured Party was unable to contact GIE CIVIS, including by telephone, and provided that such measures prove to be appropriate.

4. Choosing and engaging lawyers

If a lawyer needs to be engaged, the Insured Party shall be entitled to choose the lawyer (i.e. to give his or her name to GIE CIVIS).

Where the Insured Party chooses his or her lawyer, he or she must never engage the lawyer directly. The lawyer must be engaged by GIE CIVIS. The amount covered by the Insurer is assessed by mutual agreement between GIE CIVIS and the Insured Party or, failing that, as stated in E, based on the nature and issues at stake in the matter.

The Insurer shall not cover any additional costs resulting from the engagement of a lawyer who is not able to practise in the relevant jurisdiction (travel costs, costs of pleadings, etc.).

If the amount covered by the Insurer is less than the lawyer's fees, or the estimate that has been made, the Insured Party may appoint another lawyer or stay with his or her initial choice by paying any excess fees himself or herself.

#### 5. Payment of sums and subrogation

GIE CIVIS shall directly pay the covered fees and expenses without the Insured Party being required to make any advance payment, unless the Insured Party is able to recover value added tax, in which case GIE CIVIS shall repay to it, on presentation of supporting documents, the VAT-exclusive amount of these costs and fees.

GIE CIVIS shall repay to the Insured Party the sums and compensation obtained for its benefit within thirty days of the date on which it receives them.

For its part, the Insured Party is responsible for paying any deposits, sureties or provisions that may be required to cover uninsured charges.

The Insurer is subrogated under Article L. 121-12 of the Code to the rights and actions of the Insured Party against Third Parties up to the amounts that it has paid.

The Insured Party undertakes to protect these rights and, where necessary, pay the Insurer any amounts that it may directly receive in this respect, in particular those obtained pursuant to Article 700 of the French Code of Civil Procedure or any other equivalent provision.

#### **e) *Resolution of disputes arising between GIE CIVIS and the Insured Party***

At the Insured's request, any disagreement arising between GIE CIVIS and the Insured Party regarding the implementation of this cover shall be submitted in a joint application to the Presiding Judge of the District Court with jurisdiction over the Insured Party's place of residence, acting as arbitrator.

The costs of this joint application shall be borne by the Insurer and such application shall not prohibit the Insured Party from seeking any other legal remedies at its own expense.

## Section III – Declaration, necessary documents, and reimbursement of Claims

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### A. Insurance Claim (Personal Injury, Civil Liability, Baggage and Travel Incidents)

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Once the Insured Party has knowledge of an event likely to apply the cover under this Policy and no later than five (5) business days, the Insured Party must, under penalty of Forfeiture of the cover, except in case of a fortuitous event or force majeure, notify the Insurer in writing or verbally in exchange for a receipt.

The compensation or benefits shall be paid by the Insurer exclusively to a bank account at a bank in a European Union country and in euros.

The Claim declaration must be sent by one of the following means:

By post:

Chubb European Group SE  
Service Indemnisations  
La Tour Carpe Diem  
31, Place des Corolles, Esplanade Nord,  
92419 Courbevoie Cedex  
France

For Personal Injury, Baggage and Travel Incident claims:

- Online (the fastest and easiest way): <https://www.chubbclaims.com/ace/fr-en/welcome.aspx>
- Or by email: [AHDeclaration@chubb.com](mailto:AHDeclaration@chubb.com)

By email for Civil Liability claims: [France.DeclarationsRC@Chubb.com](mailto:France.DeclarationsRC@Chubb.com)

All medical documents must be sent under confidential cover indicating “A l’attention du Médecin Conseil” [For the attention of the Medical Adviser].

### B. Implementation of personal assistance cover

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In order for the assistance services to be implemented, the Insured Party must, prior to any intervention involving the cover under the policy, contact **Europ Assistance** stating the number of the Chubb Policy FRBOPA70811, and his or her own last name and first name:

Europ Assistance  
Phone: +33 1 41 85 90 15  
Email: [msh@ea-gcs.com](mailto:msh@ea-gcs.com)

### C. Forfeiture applicable to all heads of cover

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- No compensation shall be payable for any Claim reported to the Insurer more than five (5) Days after its occurrence where such delay causes the Insurer to suffer any loss;
- A Member or Insured Party who intentionally provides false information or uses forged or falsified documents with the intention of misleading the Insurer shall forfeit any right to the cover for the Event in question;

- **All necessary measures must immediately be taken to limit the consequences of the Event and speed up the recovery of the Insured Party, who must submit to the medical care required by their condition. The Insured Party shall forfeit any right to cover in the event of a failure to fulfil this commitment to limit the extent of the Claim;**
- **The Insurer's doctor must be able to freely examine the Insured Party in order assess their condition. Any unjustified refusal to comply with this assessment, after a formal notice has been provided by registered letter, shall result in the forfeiture of the cover.**

## D. Documents to be provided

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### 1. All heads of cover

- The Policy number.
- The detailed claim declaration
- Supporting documents for the request depending on the cover
- The Insured Party's bank details [RIB/IBAN]

### 2. For the cover for Accidental Death and Accidental Total or Partial Permanent Disability

The declaration must include:

- A written declaration specifying the circumstances of the Accident, the name of the witnesses, and possibly the identity of the reporting authority if a report is prepared as well as the number of the police or gendarmerie report established following the Accident.
- At the request of the Insurer's physician, the certificate of the physician, surgeon or hospital called in to give first aid and describing the injuries.
- Birth certificates of Dependent Children as well as a copy of the tax return proving that they are the Insured Party's dependents.
- The death certificate.
- Documents establishing the capacity of Beneficiary in case of Accidental Death, and the name and address of the lawyer responsible for the estate.

### 3. For the cover for "private life" Civil Liability

Once the Insured Party has knowledge of an event likely to apply the cover under this Policy and no later than five (5) days, the Insured Party must, under penalty of Forfeiture of the cover, except in case of a fortuitous event or force majeure, notify the Insurer in writing or verbally in exchange for a receipt.

He or she must also:

- Indicate to the Insurer as soon as possible the circumstances of the Claim, its known or presumed causes, and the nature and approximate amount of the Damage.
- Take all measures to limit the extent of the Damage already known and prevent the occurrence of other Damage.
- Forward to the Insurer, as soon as possible, all notices, summonses, subpoenas, extrajudicial documents and procedural documents that are sent, delivered or served on him or her.

If the Insured Party fails to comply with the obligations listed in the previous three paragraphs, the Insurer shall have the right to compensation proportional to the Damage possibly caused by this failure to perform.

### 4. For the Travel Incident cover

In order for reimbursements to be made, the Insured Party must:

- complete a declaration of delay and/or have it stamped by an authorised person from the airline on which he or she is travelling or by an authorised person at the airport,
- send the Insurer, as soon as he or she returns and at the latest within 5 days of his or her return, the duly completed declaration of delay, a photocopy of his or her flight ticket, the purchase invoice for the insured ticket and the boarding pass stub.

5. **For the Baggage and personal effects cover**

The claim must be accompanied by the following information:

- the receipt for a complaint or declaration of theft made within 48 hours to an authority (police, gendarmerie, transport company, purser, etc.) in the event of theft or loss,
- booking forms with the carrier (sea, air, rail or road) where the baggage or items are lost during the period in which they were legally in the carrier's custody,
- the check-in ticket for the baggage delivered late by the transport company and proof of late delivery.

If these documents are not provided, the Insurer shall be entitled to claim compensation from the Insured Party equal to its resulting loss. The sums insured may not be considered to constitute proof of the value of the property for which the Insured Party is claiming compensation, or as proof of the existence of such property.

The Insured Party is required to prove, using any means in its power and any document in its possession, the existence and value of the property at the time of the Claim, as well as the extent of the damage. For business equipment, including laptop computers, the company for which you work may be asked to confirm the value of these items and that they were travelling with the Insured Party when he or she departed on the trip.

If the Insured Party has submitted a parallel claim to the carrier, the Insured Party must notify the Insurer thereof when declaring the claim.

**Forfeiture of cover as a result of a fraudulent declaration:**

If the Insured Party knowingly uses inaccurate documents as supporting documents, uses fraudulent methods, makes inaccurate declarations or withholds information, the Insured Party shall forfeit any right to compensation.

**If the Insured Party recovers some or all of the stolen items covered by baggage cover**

The Insured Party must immediately notify the Insurer by registered letter as soon as it becomes aware thereof.

- If the Insurer has not yet paid the compensation, the Insured Party must recover the items and the Insurer shall then only be required to pay for any damage or missing items.
- If the Insurer has already paid the compensation, the Insured Party may opt within 15 days:
  - either to abandon the items,
  - or to recover the items, subject to returning the compensation received after deducting the value of any damage or missing items.

If the Insured Party does not make a choice within 15 days, the Insurer shall take the view that the Insured Party has opted to abandon the items.

## Section IV – Obligations of the Member

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### A. Declaration of risk on taking out the Policy

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The Member must accurately declare all information of which they are aware that may enable the Insurer to assess the risks it is assuming and that are specified in the Policy's Special Conditions.

### B. Declaration of changes to the risk during the life of the Policy

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The Member must declare to the Insurer any aggravation of the elements used to assess the risk covered by the Insurer.

Where the modification constitutes an aggravation of the risk, such as if the new state of affairs had existed when the Policy was signed, the Insurer shall not be bound or shall be bound only by way of a higher Premium, the Insurer may propose a new Premium.

Should the Member refuse to pay this new Premium, the Insurer may terminate the Policy subject to a notice period of ten (10) days.

**Any concealment, wilful misrepresentation, omission or inaccuracy in the disclosure of this information shall be subject to penalties, even if it has no impact on the Claim, in accordance with the conditions set out in Articles L. 113-8 and L. 113-9 of the French Insurance Code:**

- **In the event of bad faith, by the Policy being rendered void;**
- **If bad faith is not established, by a reduction in compensation based on the premiums paid in relation to the premiums that would have been due had the risks been accurately and fully declared.**

**In the event of a failure to fulfil the obligations relating to the Declaration of Risk on Taking Out the Policy and the Declaration of Changes in Risk during the course of the Policy, Forfeiture may be imposed on the Member.**

### C. Payment of the Premium

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The Premium or, in case of split payment, the fractional Premiums and processing fees, in the amount stipulated in the Special Terms and Conditions, as well as the taxes, shall be payable in advance on the agreed dates.

Should a Premium or Premium instalment not be paid within ten (10) Days of its due date, and irrespective of the Insurer's right to pursue the enforcement of the Policy in court, cover may only be suspended thirty (30) Days after the Policyholder has sent a registered letter constituting formal notice.

If the annual Premium is payable in several instalments, the non-payment of a Premium instalment by the due date shall result in the remaining Premium instalments for the current Policy Year being payable.

The Insurer shall have the right to terminate the Policy ten (10) days after the end of the period of thirty (30) days mentioned in the second sub-paragraph of this paragraph.

If the Policy has not been terminated, it shall regain its ongoing effect at noon on the day following the payment of the overdue Premium to the Insurer or its appointed representative. In the case of an annual split Premium, the same shall apply after payment of the overdue instalments that were the subject of the formal notice, along with those that became due during the suspension period, as well as any applicable prosecution and recovery fees.

## Section V – Cancellation of the Policy

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The Policy may be terminated:

### 1. **By the Member**

The Member may terminate the Policy at any time falling one year after the policy is taken out, subject to providing one (1) month's notice.

And, pursuant to Article L. 113-4 of the French Insurance Code:

In case of disappearance of aggravating circumstances mentioned in the Policy if the Insurer refuses to reduce the insurance Premium accordingly within ten (10) days of the complaint made by the Member by registered letter.

Termination shall take effect upon the expiry of a Thirty (30) Day period from the date on which the notice of termination was sent to Insurer.

In the event of a price increase, the Member may terminate the Policy within fifteen (15) Days of the date on which it became aware of this increase.

Termination shall take effect upon the expiry of a Thirty (30) Day period from the date on which the notice of termination was sent to Insurer.

### 2. **By the Insurer**

In the event of non-payment of the Premium within the deadlines provided for in Section IV of this information notice (Article L. 113-3 of the French Insurance Code).

In the event of an increase in the risk if the Member does not accept the new Premium rate proposed by the Insurer by the deadline stated in Section IV of this information notice (Article L. 113-4 of the French Insurance Code).

In case of omission or inaccuracy in the declaration of risk at the signing or during the life of the Policy (Article L. 113-9 of the French Insurance Code).

### 3. **Automatically**

In the event of complete withdrawal of the Insurer's authorisation, under the conditions of Article L. 326-12 of the French Insurance Code.

### 4. **Termination formalities**

The termination of the Policy, by either party, must be notified at least two (2) months before the expiry date.

The Member must be notified of termination by the Insurer by registered letter.

Where the Member has the right to terminate the Policy, it may do so at its option, either by registered letter or by a declaration made against receipt at the Insurer's headquarters.

In the event that a registered letter is sent, any notice period for termination (except in the case of non-payment of Premiums) shall be counted from the date of the postmark.

In the event of termination during an insurance period, the portion of the insurance Premium for the remaining term shall be reimbursed to the Member if it has been paid in advance. However, this portion of the Premium shall be retained by the Insurer if the Policy was terminated due to the non-payment of Premiums.

The termination or non-renewal of the Policy shall have no impact on the payment of benefits accrued or originating during its term.

## Section VI – Miscellaneous Provisions

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### A. Compliance with economic and trade sanctions

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**The Insurer is not deemed to provide cover and is not required to pay any claim or compensation resulting therefrom if the provision of such cover, the payment of such a claim or compensation exposes the Insurer or its parent company to any sanction, prohibition or restriction implemented pursuant to United Nations resolutions or economic and trade sanctions, or the laws and regulations of the European Union, France, the United Kingdom, France or the United States of America.**

### B. Expert appraisal in the event of disagreement

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In the case of a medical disagreement, each party shall appoint a physician to organise a joint expert appraisal.

If these physicians fail to reach an agreement, a third physician shall be added to reach a final decision, which shall be final.

If one of the parties does not appoint a physician or if the physicians representing the parties do not agree on the choice of the third physician, the President of the High Court of the Insured Party's Home will appoint the physician.

Each party will bear the fees and costs relating to the intervention of the physician that the party has designated. The fees and costs of the third physician's intervention will be divided equally between them.

### C. Supervision of the proceedings

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For Damage within the framework of the "private life Civil Liability" cover and within the limits thereof, the Insurer alone shall assume the supervision of the proceedings against the Insured Party and shall have free exercise of remedies.

The Insurer shall pay the fees and costs of investigations, inquiries, expert appraisals, lawyers and proceedings. These costs and fees shall be deducted from the applicable cover amount.

The Insurer's handling of the Insured Party's defence does not constitute a waiver for the Insurer of its right to invoke any exception of cover of which it was unaware when it took on the supervision of this defence.

In the event of criminal proceedings in which the civil interests are or will be pursued within the framework of this body or any other later body, the Insured Party undertakes to include the Insurer in his or her defence without this commitment changing the extent of the cover under this Policy.

**Under penalty of Forfeiture, the Insured Party must not interfere in the supervision of the proceedings when the subject thereof falls within the "private life Civil Liability" cover.**

### D. Settlement

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The Insurer alone has the right, within the limit of its cover, to negotiate with the aggrieved persons.

**No settlement or acknowledgement of liability occurring apart from by the Insurer may be enforced against the Insurer.**

However, neither an admission of a material fact nor the sole act of having provided emergency assistance to the victim when it involves an act of assistance that any person has the moral duty to perform will be deemed an acknowledgement of liability.

### E. Mediation

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As this policy is made and signed in good faith, the contracting parties undertake, in the event of a dispute, to bring court proceedings only after an attempt at mediation.

To this end, they will each appoint a mediator. In case of disagreement between the two mediators on the resolution of the dispute, they may mutually choose a third mediator and rule by majority vote.

Each party shall pay the fees and expenses of the mediator that it has appointed and, where applicable, half the fees of the third mediator.

## F. Limitation period

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All actions arising from an insurance policy shall be limited to two (2) years from the date of the event giving rise to them under the conditions provided for in Articles L. 114-1 and L. 114-3 of the French Insurance Code.

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

"All actions arising from an insurance policy are subject to a limitation period of two years from the date of the generating event.

However, this period will run:

1. In case of concealment, omission, or false or inaccurate declaration on the risk involved, from the day when the Insurer learned of it.
2. In the case of a Claim, from the day when the interested parties became aware of it, if they prove that they were unaware of it until then.

When the Insured Party's action against the Insurer is due to the recourse of a third party, the limitation period will run from the day when this third party initiated a court action against the Insured Party or was compensated by the Insured Party.

The limitation period will be extended to ten years for life insurance policies if the beneficiary is a person other than the Insured Party and, for personal accident insurance policies, if the beneficiaries are the assignees of the deceased Insured Party.

For life insurance policies, notwithstanding the provisions of paragraph 2, the beneficiary's actions will be limited in time to no more than thirty years from the death of the Insured Party."

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

"The limitation period is interrupted by one of the ordinary causes of interruption of the limitation period and by the appointment of experts following a Claim.

The interruption of the limitation period of the action may also result from the sending of a registered letter or an email with return receipt sent by the Insurer to the Insured Party regarding the action for payment of the premium and by the Insured Party to the Insurer regarding the payment of the compensation."

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

"Notwithstanding Article 2254 of the French Civil Code, the parties to the insurance policy may not, even by mutual agreement, change the length of the limitation period or add causes for its suspension or interruption."

**The ordinary causes of interruption of the limitation period referred to in Article L. 114-2 of the French Insurance Code are set out in Articles 2240 to 2246 of the French Civil Code provided hereinafter.**

### **Article 2240 of the French Civil Code:**

The acknowledgement by the debtor of the right of the person whom the debtor attempted to prevent from invoking the statute of limitations interrupts the limitation period.

### **Article 2241 of the French Civil Code:**

A legal action, even by way of summary proceedings, shall interrupt the limitation period and the peremptory time limit.

The same applies if the proceedings are brought before a court lacking jurisdiction or where the court referral is annulled due to a procedural error.

### **Article 2242 of the French Civil Code:**

An interruption resulting from the proceedings continues to be effective until the closure of proceedings.

### **Article 2243 of the French Civil Code:**

The interruption shall be voided if the plaintiff abandons the proceedings or allows the proceedings to lapse, or if the plaintiff's petition is definitively rejected.

### **Article 2244 of the French Civil Code:**

The limitation period or peremptory time limit is also interrupted by a protective measure taken pursuant to French Civil Enforcement Proceedings Code or an enforcement act.

### **Article 2245 of the French Civil Code:**

A formal demand made to one of the joint debtors by way of proceedings or an enforcement act, or the debtor's acknowledgement of the right of the person against whom the debtor invoked the limitation period shall interrupt the limitation period for all other parties, including their successors.

However, a formal demand made to one of the successors of a joint debtor, or this successor's acknowledgement thereof, shall not interrupt the limitation period with respect to the other joint successors, even in the case of a mortgage debt, if the debt can be divided. This questioning or acknowledgement only interrupts the limitation period, with respect to other co-debtors, for the portion for which the heir is responsible.

In order to interrupt the limitation period for the entire matter, with respect to other co-debtors, all the deceased debtor's heirs must be questioned or acknowledged.

### **Article 2246 of the French Civil Code:**

The questioning of the principal debtor or its acknowledgement interrupts the limitation period against the surety.

## **G. Subrogation**

Up to the amount of the compensation paid, the Insurer is subrogated under the terms of Article L. 121-12 of the French Insurance Code to the rights and actions of the Insured Party or his or her successors against any person responsible for the Claim. Similarly, where the cover provided under this Information Notice is fully or partially covered by another insurance policy or health insurance organisation, the Social Security department or any other institution, the Insurer shall take the place of the Insured Party or their Legal Representative in their rights against the aforementioned organisations and Insurers.

## **H. Multiple Insurance Policies**

If, at the time of an incident giving rise to a Claim under this Information Notice, any other insurance is in effect covering the same Losses, damage, costs or liability, You must declare this to Us (in accordance with Article L121-4 of the French Insurance Code) and We will only pay Our proportional share. This condition does not apply to the "Accidents while travelling" section of this Information Notice.

## **I. Complaints and Mediation**

We are committed to providing a high-quality service and aim to continue providing such a service at all times. If you are not satisfied with our service, please contact us, providing your policy details, so that we can handle your complaint as soon as possible.

### ***Third-party claims***

**Chubb European Group SE**

**Phone: +33 1 55 91 48 69**

**Email: [reclamationclient@chubb.com](mailto:reclamationclient@chubb.com)**

In accordance with Recommendation 2024-R-02 of the ACPR [Autorité de Contrôle Prudentiel et de Résolution], in case of a complaint, we undertake to acknowledge receipt of your request within **Ten (10) business Days** of the date on which it is sent and to respond to it within **Two (2) Months**.

### ***Mediation and litigation***

Without prejudice to the legal remedies available to the Insured Party, the Insured Party may, in all cases, refer the matter to the Insurance Ombudsman, within two months of sending their initial complaint, to the following address:

**[www.mediation-assurance.org](http://www.mediation-assurance.org)**

**La Médiation de l'Assurance**

**TSA 50110**

**75441 Paris Cedex 09, France**

## J. Amendment of the Information Notice and information to be provided to the Insured Party

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Any amendment to the general terms and conditions of this Information Notice, or any termination of the Group Insurance Policy taken out by the Association of Services For Expatriates (ASFE) with Chubb European Group SE for the benefit of its enrolled Members, must be notified to the Members, for which the ASFE is solely responsible.

## K. Interest

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Any amounts that **the Insurer** is required to pay under this Information Notice shall not bear interest, unless **the Insurer** has unduly delayed a payment after receipt of all the necessary certificates, information and evidence in support of the Claim. When **the Insurer** is required to pay interest, the interest will only be calculated from the date on which the certificates, information or evidence in question are finally received.

## Section VII – Protection of Personal Data

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The Insurer uses the personal data that the Member makes available to it or, where applicable, to the Member's insurance broker, to underwrite and manage this Insurance Policy, including in case of a claim relating to it.

This data includes basic information including the Insured Parties' first and last names, addresses and policy number, but may also include data such as their age, state of health, financial situation and claims history, if such data is deemed relevant as regards the insured risk, the services provided by the Insurer or claims filed by the Member or the Insured Parties.

As the Insurer belongs to a global group of companies, the Insured Parties' personal data may be shared with other companies within its group, located in foreign countries, provided that such sharing is necessary for the management or implementation of the insurance policy or for storing the Insured Parties' data. The Insurer also uses service providers and administrators, who may have access to the Insured Parties' personal data in accordance with the Insurer's instructions and under its supervision.

The Insured Parties have rights regarding their personal data, including the right of access and, where applicable, the right to have their data erased.

This clause is an abbreviated version of the Insurer's procedures for handling the Insured Party's personal data. For more information, the Insured Parties and the Member may refer to the Privacy Policy, which is accessible via the following link: <https://www2.chubb.com/fr-fr/footer/politique-de-confidentialite-en-ligne.aspx>. The Insured Parties and the Member may also request a hard copy of the Privacy Policy from the Insurer at any time by sending an email to the following address: [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com).

## Section VIII – Applicable Law and Supervisory Authority

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Chubb European Group SE is regulated and supervised by the French Autorité de Contrôle Prudentiel et de Résolution (ACPR) based at 4 Place de Budapest, CS 92459,75436 Paris CEDEX 09.

The Policy is subject to French law and is governed by the provisions of the French Insurance Code.

In case of dispute, only the French version of the Information Notice shall be valid.

## “Start Expat” table of cover

Nature of cover	Maximum amount of cover	Territorial Limits/Excess
<b>Personal assistance</b>		
• Emergency medical transport	Actual costs	
• Repatriation to the Insured Party's Country of Residence/Country of Posting or Expatriation	Actual costs	
• Repatriation to the Insured Party's Country of Origin or Nationality	Actual costs	
• Return of an accompanying beneficiary in the event that the Insured Party is repatriated	Return ticket	Worldwide
• Accompanying support for children	Return ticket and coverage of accommodation expenses (up to €150 per day for 2 days) for an accompanying person	
• Extension of the Insured Party or an accompanying beneficiary's trip	coverage of accommodation expenses (up to €150 per day, capped at €1,500)	
• Presence of a relative with the hospitalised Insured Party for more than 5 days	Return ticket and coverage of accommodation expenses (up to €150 per day and per person, capped at €1,500)	Repatriation is organised to the Country of Posting or Expatriation
• Return of the Insured Party to his or her Country of Posting or Expatriation (within 2 months of repatriation)	Return ticket	
• Assistance with returning home after repatriation <ul style="list-style-type: none"> <li>• Childcare, Home help, Animal care (dogs/cats)</li> <li>• Comfort while in hospital (TV rental)</li> </ul>	10 hours or Transport and Accommodation capped at €155 €80	Only in Metropolitan France
• Repatriation of the body in case of death <ul style="list-style-type: none"> <li>– Coffin or urn costs</li> </ul>	Actual costs Up to <b>€2,000</b>	
• Accompaniment of the deceased	Return ticket	
• Identification of the body and death formalities	Return ticket for 2 family members and coverage of accommodation expenses (up to 150€ per day and per person for a maximum period of 2 days)	The repatriation is organised to the Country of Posting or Expatriation or to the Country of Origin or Residence
• Emergency return of the Insured Party following the death or serious illness of a Close Relative	Round-trip ticket (max once per year for the same event)	
• Advance on bail	Up to €15,000	Strictly and only Outside the Insured Party's Country of Origin
• Advance and payment of legal fees	Up to €3,000	
• Search and rescue costs	Up to €15,000	
• Early return in the event of a claim relating to the Insured Party's home	Return ticket	Repatriation is organised to the Insured Party's Country of Residence or Country of Origin
• Early return/Transport to a secure area in the event of an attack or natural disaster	Return ticket or round-trip ticket to a secure area	
• Sending medicines abroad	Organisation and shipping costs	

Nature of cover	Maximum amount of cover	Territorial Limits/Excess
<ul style="list-style-type: none"> <li>Assistance in the event of theft, loss or destruction of identity documents or means of payment</li> </ul>	Information on administrative procedures - Advance of funds of up to €2,300 - Extended stay: €150/night (max. €1,500)	Strictly and only Outside the Insured Party's Country of Origin
<ul style="list-style-type: none"> <li>Psychological Assistance</li> </ul>	3 telephone interviews	
<ul style="list-style-type: none"> <li>Travel incidents: air delay causing the Insured Party to miss a connection (for technical or atmospheric reasons)</li> </ul>	Payment of fixed compensation of €300	
<ul style="list-style-type: none"> <li>Baggage and personal effects               <ul style="list-style-type: none"> <li>Theft, total or partial Destruction and Loss of baggage during transport</li> <li>Delayed baggage at the airport (&gt;12 hours)</li> <li>Cost of obtaining replacement identity documents</li> </ul> </li> </ul>	Up to €2,000 limited to 50% for valuables Up to €300 Up to €150	Excess: €25 per piece of baggage
<ul style="list-style-type: none"> <li><b>Personal injuries</b> <ul style="list-style-type: none"> <li>Accidental Death</li> <li>Permanent Total Disability</li> </ul> </li> </ul>	€10,000 €50,000	Worldwide
<ul style="list-style-type: none"> <li><b>"Private life" Civil Liability:</b></li> </ul>		
<ul style="list-style-type: none"> <li>All Bodily Injury, Property Damage and Intangible Damage               <ul style="list-style-type: none"> <li>capped in the USA and Canada at:</li> </ul> </li> </ul>	€4,000,000 €1,500,000	
<ul style="list-style-type: none"> <li>Subject to the following sub-limits:</li> </ul>		Strictly and only Outside the Insured Party's Country of Origin or Country of Nationality and for up to 30 days per year during stays or organised holidays anywhere in the world.
<ul style="list-style-type: none"> <li>Food poisoning</li> </ul>	€1,500,000	
<ul style="list-style-type: none"> <li>Combined consequential property and intangible damages (Excess of €80 per Claim)</li> </ul>	€450,000	
<ul style="list-style-type: none"> <li>Damage to equipment entrusted during an internship (Excess of €80 per Claim)</li> </ul>	€12,000	
<ul style="list-style-type: none"> <li>Third-party rental liability abroad</li> </ul>	€100,000	

## Contact us

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Chubb European Group SE  
La Tour Carpe Diem  
31, Place des Corolles, Esplanade Nord,  
92419 Courbevoie Cedex  
France  
[www.chubb.com/fr](http://www.chubb.com/fr)

## About Chubb

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Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides risk insurance for companies of all sizes, from multinational corporations to mid-size and small businesses. It also covers the substantial assets of high-net-worth individuals. It offers personal insurance and budget protection products for individuals and offers employers and groups individual accident insurance solutions and cover for mobility risks. Lastly, it implements reinsurance solutions.

As an underwriting company, Chubb assesses, covers and manages risk with a high level of knowledge and discipline. It pays out claims fairly and quickly. Chubb is known for its extensive range of products and services, broad distribution capabilities, exceptional financial strength, underwriting expertise, superior claims handling and worldwide operations.

The parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is included in the S&P 500 Index. Chubb has management offices in Zurich, New York, London, Paris and other cities and employs around 31,000 people worldwide.

For more information, visit [chubb.com/uk-en](http://chubb.com/uk-en)

Chubb. Insured.<sup>SM</sup>