

BESafe

Accidental damage insurance created to protect athletes

tailor-made insurance worldwide

fast, simple, efficient, 100% digital



Besafe insurance (accidental bodily damages)

Insurance Product Information Document (IPID)

Company: Tokio Marine HCC is the trading name of Tokio Marine Europe S.A., a member company of the Tokio Marine HCC Group. Tokio Marine Europe S.A. is approved by the Luxembourg Minister of Finance and controlled by the Commissariat aux Assurances (CAA). Registered with the Luxembourg Trade and Companies Register under No. B221975, its registered office is located at 26 avenue de la Liberté L 1930, Luxembourg. Share capital of USD 1,159,060. Tokio Marine Europe S.A. (branch in France) 36 rue de Châteaudun CS 30099 75441 Paris Cedex 09, is registered with the Paris Trade and Companies Registry under No. B 843 295 221, VAT FR 60 843 295 221, acting in accordance with French insurance code rules.

Product : PERSONAL ACCIDENT / SPORT MEMBERSHIP (ANNUAL)/ DAILY BENEFIT IN CASE OF HOSPITALISATION (ANNUAL)/ REPATRIATION ASSISTANCE / MEDICAL EXPENSES / PRIVATE LIFE INSURANCE

This information document provides a summary of the main coverages and exclusions of the policy. It does not consider your specific needs and requests. You will find complete information on this product in the pre-contractual and contractual documentation.

What type of insurance is it?

BeSafe insurance covers you worldwide while practicing your SPORT/YOUR SPORTS for the chosen guarantee period for an accident that occurs during the practice of sports only for training and competition.



What is insured?

The main coverage includes :

- ✓ **Personal accident (excluding residents outside the EU and Drom)**
 - Payment of a capital sum (ceiling € 15 000/insured and per claim)
 - Total or partial permanent disability following an accident. Payment of a capital (ceiling € 30 000/insured and per claim) relative deductible of 10% according to company scale
 - Per diem in case of coma
 - Fitting up the vehicle or home following an accident
- ✓ **Sport membership refund (annual formula) (excluding residents outside the EU and Drom)** : in case of work interruption of more than 7 days, refund of your sport membership from the day after accident on a pro rata basis for the unused period with a limit of € 200.
- ✓ **Daily benefits in case of hospitalization following an accident (annual insurance) (excluding residents outside the EU and Drom)** : if hospitalized for a minimum of 3 days, compensation of € 50 per day for the duration of the hospitalization with a relative deductible of 3 days and up to € 5 000.
- ✓ **Medical expenses in the country of residence following an accident (excluding residents outside the EU and Drom)** : Refund of the cost of treatment following an accident after intervention by social plans, transportation costs from the scene of the accident to the nearest hospital
- ✓ **Repatriation assistance (Worldwide)**
 - Processing fees abroad: up to € 100 000.
 - Repatriation or medical transport: up to actual costs
 - Accompanying repatriation: return transport ticket
 - Presence at the insured's bedside: transportation ticket + hotel expenses up to € 100/night within the limit of 7 nights.
 - Casket fee: € 2 000 per person
 - Criminal bail abroad and legal assistance: € 10 000 in case of legal proceedings following a traffic accident abroad
- ✓ **Search and rescue costs following an accident: up to €10,000**
- ✓ **Civil Liability Private Life**
- ✓ **Bodily injury, material and immaterial damages (excluding residents outside the EU and Drom)** : € 4 500 000 per claim including € 750 000 in case of material and immaterial damages with a deductible of € 150 with the exception of a €300,000 limit for canyoning, rafting, climbing, mountaineering, skiing, horseback riding, sailing, kitesurfing, scuba diving, caving, bungee jumping, tobogganing and bullfighting..



Are there any exclusions to coverage?

- ! **For the Permanent Infirmary coverage: 10% deductible**
- ! **For medical expenses coverage in the country of residence: after intervention of social and mutual insurance schemes**
- ! **Personal accident, sports package, daily benefits in the event of hospitalization, medical expenses in country of residence and third-party liability excluded for residents outside the EU and Drom.**



What is not insured?

The main exclusions are :

- * People living outside European Union including Ptom for Individual Accident, Sports Package, Daily Benefits in the event of hospitalization, medical expenses in the country of residence and Third-Party Liability cover.
- * Persons over 70 years of age on the day the insurance contract is taken out.
- * Professional sportsmen and women
- * Accidents caused or provoked intentionally by the Insured, the consequences of his/her suicide consumed or attempted, as well as accidents caused using drugs or narcotics not medically prescribed.
- * Accidents occurring while using as a pilot or crew member of an aircraft that allows movement in the air or while practicing sports with or from such aircraft.
- * Accidents caused by the practice of a sport in a professional capacity and the practice, even as an amateur, of all sports requiring the use of motorized mechanical equipment, whether as pilot or passenger. The practice of a sport is understood to mean training as well as participation in sporting events or competitions, with the exception of driving demonstrations (without speeding, record attempts or timing), regularity rallies, tourist rallies.
- * Accidents caused by civil or foreign war, declared or not.
- * Convalescence and illnesses (illness, accident) during treatment that have not yet been consolidated.
- * Pre-existing illnesses that have been diagnosed and/or treated and that have been the subject of hospitalization in the six months preceding the request for assistance.
- * Trips undertaken for the purpose of diagnosis and/or treatment.
- * Pregnancy, except in the case of unforeseeable complications, and in all cases, from the thirty-sixth week of pregnancy.
- * Events occurring during the practice of dangerous sports (raids, trekking, climbing...) or the participation of the INSURED as a competitor in sports competitions, bets, matches, competitions, rallies or their preparatory trials, as well as the organization and



Where am I covered?

Individual Accident, Search and Rescue, Third-Party Liability and Repatriation Assistance cover applies worldwide, excluding excluded countries.

Medical expenses in the country of residence and sports package cover apply in the country of residence in the European Union and Drom only. Residents of the European Union and Drom are covered by the contract.

Residents outside the European Union are covered only for repatriation assistance and search and rescue expenses.



What are my obligations?

When taking out the contract, answer exactly the questions asked by the insurer and its distributor, provide the documents requested and pay the premium indicated on the contract.

In the course of the contract, declare any change that modifies the declarations made at the time of subscription. **In the event of a claim**, declare a dispute as soon as you are aware of it and provide the insurer with the documents required to examine the file.



When and how to make payments?

Membership fees are payable within the time limits specified in the contractual documentation. Payment may be made monthly or annually.

The means of payment at the time of subscription by the insured is payment by credit card. The balance of the premium is paid by direct debit.



When does coverage begin and when does it end?

In the case of annual coverage, the contract is concluded for a period of 12 months until its annual expiry with tacit renewal.

In the case of temporary coverage, the contract takes effect on the date of subscription and ceases on the date of termination of the last applicable cover taken out.



How can I terminate the contract?

The request for cancellation of an annual insurance contract only should be sent by registered letter to: ASSUR CONNECT / Assurance BeSafe- BP 60004 92999 Paris La Défense, 2 months before the main due date.

As this is a temporary contract, no cancellation is possible at the initiative of the insured.

Insurance notice

BEsafe

Special Conditions

INSURER

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

DEFINITIONS

Insured

This policy covers persons under the age of 70 years, subscribing to this policy, for the duration of the cover chosen and for an accident occurring during the practice of sports only in training and competition.

The Insured must be residents of the European Union and Drom for Individual Accident, Sports Package, Medical Expenses in Country of Residence, Daily Indemnity in Case of Hospitalization and Personal Liability cover.

Residents outside the EU and Drom benefit from Repatriation Assistance and Search and Rescue cover.

Accident

Any unintentional bodily harm on the part of the victim resulting from the sudden action of an external cause.

By extension to this definition, are guaranteed the pathological manifestations which would be the direct consequence of this bodily injury.

The following are considered as accidents:

- injuries caused by fire, steam jets, acids and corrosives, lightning and electric current ;
- asphyxiation by immersion and asphyxiation by unexpected absorption of gases or vapors ;
- the consequences of poisoning and bodily harm due to the unintentional absorption of toxic or corrosive substances ;
- cases of insolation, congestion and freezing due to shipwrecks, forced landings, collapses, avalanches, floods, or any other accidental events;
- the direct consequences of animal bites or insect stings, excluding diseases (such as malaria and sleeping sickness), the primary origin of which may be related to such bites or stings ;
- injuries that may occur during scuba diving, including those due to hydrocution or decompression ;
- bodily injury resulting from assaults or attacks, riots, popular movements, hold-ups of which the Insured would be victim, unless it is proved that he would have taken an active part as a perpetrator or instigator of these events ;
- the physiological consequences of surgical operations, provided that they were necessitated by an accident included in the guarantee.

ARE NOT ASSIMILATED TO ACCIDENTS:

- **ANEURYSM RUPTURES, MYOCARDIAL INFARCTION, CEREBRAL EMBOLISM, EPILEPTIC SEIZURES, MENINGEAL HEMORRHAGE.**

See paragraph "Extensions of guarantees".

Disease

Any alteration of health noted by a competent medical authority.

Year of insurance

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

Insured

The person designated in this capacity in the Declarations whose physical injury resulting from an accident gives rise to the payment of the guaranteed benefits.

Insurer/Us

Tokio Marine Europe S.A. (Tokio Marine HCC)
36 rue de Châteaudun

CS 30099
75441 Paris Cedex 09

Attack

Any criminal or illegal attempt against persons, rights, property, and even collective feelings, when these are recognized and protected by law.

Endorsement

Agreement concluded between the Underwriter and the Insurer and noting the modifications made to the contract.

Beneficiary(ies)

The person or persons receiving from the Insurer the sums due in respect of a loss.

In the event of the Insured's death, unless another person has been designated by the Insured, the amount provided for is paid :

- if the INSURED is married: his/her spouse who is not legally separated from him/her, nor divorced, failing which his/her children born or to be born, living, or represented, failing which his/her heirs,
- if the INSURED is a signatory of a PACS, its partner, or failing that, its heirs,
- if the INSURED is widowed or divorced: his children, or failing that, his heirs,
- if the INSURED is single: his heirs.

In all other cases, the other sums are paid to the Insured who is the victim of the accident.

Forfeiture

Loss by the Insured of his right to indemnity.

Riot

A riot is defined as any tumultuous movement in which a section of the population struggles against law enforcement agencies.

Exclusion

Unsecured risk.

Random Event

Future event, uncertain and beyond the control of the Insured.

Harmful Fact

Fact constituting the cause of the damage. A set of harmful facts having the same technical cause is assimilated to a single harmful fact.

Deductible

The part of the indemnifiable damage always remaining at the charge of the Insured, and beyond is covered. It is agreed that, if several coverages are involved for the same loss, the highest deductible will be applied.

Collective group

A group in which all persons are automatically covered by the contract. The Insureds are identified either by name or by a description of the common criteria specific to their group. Coverage is acquired by an Insured when he/she belongs to the insured group.

EXCLUDED FROM COVERAGE IS ANY PERSON WHO INTENTIONALLY, WOULD HAVE CAUSED OR IS CAUSING THE LOSS.

Hold-up

Any armed robbery, organized to rob a bank, a post office, a jewelry store, or a business ...

Compensation

Payment of a sum of money by the Insurer to the Insured or a third party as a result of the realization of the risk covered by the contract. The rules for calculating the indemnity are set out in the special agreements, appendices, and special conditions.

Permanent Infirmary

Presumed permanent impairment of the Insured's physical capacities. Its importance is quantified by a rate determined by reference to the scale provided for in the Special Conditions.

Disease

Any alteration of health noted by a competent medical authority.

Popular Movements

By popular movements, we mean all internal disturbances characterized by disorder and illegal acts without necessarily revolting against the established order.

Nullity

Retroactive termination of the contract. The invalid contract is deemed never to have been concluded. The Insurer will refund the premiums (except in the case of bad faith on the part of the Insured or the Subscriber). The Subscriber returns the benefits received.

Prime

The amount that the policyholder must pay in return for the guarantees granted by the contract.

Prescription

Extinction of the right, both for the Insurer and for the Insured, to take all actions deriving from the insurance contract, by the expiry of a period of time, the starting point and duration of which are fixed by article L114-1 of the Insurance Code.

Termination

Termination of the contract by decision of the Insurer or the Underwriter.

Risk

An event that may cause damage or exposure to this event.

War or exceptional risks

Foreign war is a state of hostilities between sovereign states or different peoples. Civil war is a state of general hostility between citizens of the same country. The risks are the following: hostilities, reprisals, torpedoes, mines, and all other war devices and generally all accidents and fortunes of war as well as acts of sabotage or terrorism of a political nature or related to war as well as capture, taking, arrest, seizure, restraint or detention by any government and authorities whatsoever.

Sinister

All damages likely to be covered by the Insurer and resulting from the same insured event.

Subscriber

The person designated in this capacity in the Special Conditions who signs the contract and undertakes to pay the contributions.

Privacy Policy

The private life of the INSURED means any activity carried out outside his professional life, particularly when he goes to domestic occupations.

Professional life

By professional life, we mean the period during which, under the authority and subordination of his employer, the Insured performs his contract of employment at the time and place of the latter.

You
The Subscriber.

SCOPE OF THE GUARANTEE

The benefits of the present contract produce their effects throughout the world, solely and strictly on the occasion of the practice in training and competition by the Insured of his sport in a private capacity, declared to the Insurer.

OBJECT OF INSURANCE

The purpose of the contract is to guarantee the payment of the indemnities defined hereafter, which are provided for and the amount of which is fixed in the Declarations, in the event of a bodily injury to the Insured.

This warranty is void:

- **When the Insurer is prohibited from providing an insurance contract or service as a result of a sanction, restriction or prohibition provided for by laws and regulations,**
- OR**
- **When the insured goods and/or activities are subject to any sanction, restriction, total or partial embargo or prohibition provided for by laws and regulations.**

EXCLUSIONS

BY DEROGATION OR NOT TO THE ATTACHED GENERAL CONDITIONS, ONLY THE FOLLOWING EXCLUSIONS ARE APPLICABLE:

ACCIDENTS CAUSED OR PROVOKED INTENTIONALLY BY THE INSURED, THE CONSEQUENCES OF HIS/HER SUICIDE CONSUMED OR ATTEMPTED, AS WELL AS ACCIDENTS CAUSED BY THE USE OF DRUGS OR NARCOTICS NOT MEDICALLY PRESCRIBED.

ACCIDENTS CAUSED BY THE INSURER WHEN HE DRIVES A VEHICLE AND HIS BLOOD ALCOHOL LEVEL IS HIGHER THAN THE RATE FIXED BY THE LAW GOVERNING CAR TRAFFIC IN THE COUNTRY OR PLACE OF THE ACCIDENT.

ACCIDENTS RESULTING FROM THE INSURED'S PARTICIPATION IN A BRAWL (EXCEPT IN CASES OF SELF-DEFENCE OR ASSISTANCE TO A PERSON IN DANGER), A DUEL, A MISDEMEANOUR OR A CRIMINAL ACT.

ACCIDENTS OCCURRING WHILE OPERATING AS A PILOT OR CREW MEMBER OF AN AIRCRAFT THAT ALLOWS MOVEMENT IN THE AIR OR WHILE PRACTICING SPORTS WITH OR FROM SUCH AIRCRAFT.

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

ACCIDENTS CAUSED BY THE PRACTICE OF A SPORT IN A PROFESSIONAL CAPACITY AND THE PRACTICE, EVEN AS AN AMATEUR, OF ALL SPORTS REQUIRING THE USE OF MOTORIZED MECHANICAL EQUIPMENT, WHETHER AS A DRIVER OR A PASSENGER. THE PRACTICE OF A SPORT IS UNDERSTOOD TO MEAN TRAINING AS WELL AS PARTICIPATION IN SPORTING EVENTS OR COMPETITIONS, WITH THE EXCEPTION OF DRIVING DEMONSTRATIONS (WITHOUT SPEEDING, RECORD ATTEMPTS OR TIMING), REGULARITY RALLIES, TOURIST RALLIES.

**ACCIDENTS CAUSED BY CIVIL OR FOREIGN WAR, DECLARED OR NOT.
ACCIDENTS DUE TO IONIZING RADIATION EMITTED BY NUCLEAR FUELS OR BY RADIOACTIVE PRODUCTS OR WASTE OR CAUSED BY WEAPONS OR DEVICES DESIGNED TO EXPLODE BY MODIFICATION OF THE STRUCTURE OF THE NUCLEUS OF THE ATOM.
ALSO EXCLUDED FROM COVERAGE IS ANY PERSON WHO INTENTIONALLY CAUSED OR CONTRIBUTED TO THE LOSS.**

NATURE OF INDEMNITY

Death

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

When, prior to death, the same accident has given rise to the payment of an indemnity for permanent disability in application of the following conditions, the capital will be reduced by the amount of this indemnity.

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

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

PERMANENT DISABILITY

When the accident results in a permanent disability, we pay the Insured an indemnity whose maximum, corresponding to the rate of 100% of the appended scale, is fixed in the Particular Conditions.

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

Non-listed disabilities are compensated according to their severity compared to the listed cases.

The indemnity has a lump sum and contractual nature: it is determined according to the rules set out above, without considering the age or profession of the Insured.

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

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

MULTIPLE DISABILITIES

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

Absolute functional incapacity of a limb or organ is assimilated to the loss of that limb or organ.

The loss of limbs or organs that were out of use before the accident does not give rise to any indemnity. If the accident affects a limb or organ that is already disabled, compensation will be determined by the difference between the condition before and after the accident. In no case may the assessment of injuries resulting from the accident be increased by the infirmity of limbs or organs not affected by the accident.

Nervous disorders and nerve damage can only be taken into consideration, in so far as they would be the consequence of a guaranteed accident, if they result on examination in clearly characterized clinical signs.

PROCESSING FEES

When the accident of which the Insured has been a victim requires medically prescribed treatment or care, we guarantee, up to the amount set out in the said Particular Conditions, reimbursement of the expenses incurred for this purpose upon production of supporting documents.

The guarantee applies to the reimbursement of practitioner fees and expenses for surgery, hospitalization, and pharmaceutical expenses.

It also extends :

- reimbursement of the cost of transporting the Insured, by ambulance or other means justified by the circumstances of the accident, from the place where the accident occurred to the nearest hospital able to provide the Insured with the care appropriate to his condition ;
- reimbursement, up to a maximum of 20% of the sum insured, of the cost of the **first supply only (excluding the cost of subsequent renewals)** of prosthetic or orthopedic appliances.

ARE IN NO CASE COVERED THE COSTS OF CURE, HELIOTHERAPY AND THALASSOTHERAPY.

Reimbursements due to us in application of the foregoing are due in addition to the benefits or indemnities that may be guaranteed to the Insured in compensation for the same expenses by the Social Security or any other group provident scheme or by an insurance contract previously taken out, without the Insured being able to receive in total a sum greater than the amount of his actual disbursements.

HOME AND VEHICLE FURNISHINGS

If it is mentioned in the Particular Conditions, in the event of a PERMANENT PARTIAL INFIRMITY exceeding 33% of the Insured as a result of an accident covered by the contract and requiring the adaptation of his/her home and/or vehicle, we will pay these expenses upon proof and up to a limit of 10% of the capital provided for under the INFIRMITY cover, with a maximum fixed in the Declarations.

DAILY INDEMNITY IN CASE OF COMA

When mentioned in the Particular Conditions, if, as a result of an accident and subject to the exclusions provided for, an Insured is plunged into a coma for an uninterrupted period of more than 10 days, the Insurer will pay the beneficiary(ies), at the end of this period, an advance on the principal sum provided for in DEATH or INFIRMITY. This is an indemnity starting from the 10th day of coma and for a maximum period of 365 days equal to the amount indicated in the said Special Conditions.

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

In the event of survival of the Insured this advance will be retained by the Insured.

In the event of total or partial disability resulting from this accident, the Insurer will pay the Insured the balance of the anticipated capital.

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

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

WARRANTY EXTENSIONS

EXTENSION OF THE WARRANTY TO THE NOTION OF "**CARDIAC ACCIDENT**", WITHIN THE STRICT LIMITS DEFINED BELOW:

Provided that all the conditions mentioned below are met, the "CARDIAC ACCIDENT" will be considered as an event likely to trigger the application of the "DEATH" cover provided for under this contract, as soon as an INSURED is the victim of his very first heart attack, (i.e. when this cardiac accident of a completely unforeseeable nature occurs for the very first time, when the INSURER has never had any alert of this type before, or has never had the necessity or the medical need to seek prior treatment for this type of condition).

This specific guarantee, usually covered by the "DISEASE" insurance, will be considered under this contract, provided that it can be medically proven, or at least that it can be advanced with near certainty by doctors:

- a) That this 1st heart attack is presumed to be due to an external phenomenon independent of the state of health of the ASSURE (example: an intense psychological or emotional cause, or a significant climatic phenomenon, etc....)
- b) Whether it resulted in the immediate death of the INSURED, or at the latest within three months of its first medical finding.

EXTENSION OF THE WARRANTY TO "**RUPTURE OF ANEURYSM**", WITHIN THE STRICT LIMITS DEFINED BELOW:

- The Insured must be under 65 years of age at the time of the events,
- The Insured has no history of vascular lesions (arteriosclerosis).

TERMINATION OF GUARANTEES

For each Insured, coverage will cease by operation of law:

- à the date on which the Insured's relationship with the Insured is severed, i.e. the day on which the Insured ceases to be part of the insurable group;
- à the date of termination or non-renewal of the contract.
- à the expiration of the policy year in which the Insured reaches the age of seventy .

CLAIM REPORTING

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

FORM AND NECESSARY INFORMATION

The Insured or his assigns, you if applicable, or any agent acting on their behalf, must report any loss or damage in writing or orally against a receipt to our Head Office or to our representative named in the contract within fifteen days at the latest of the date on which they became aware of the loss or damage.

If the claim is not reported within the period provided for above, except in the event of force majeure or fortuitous event, we may oppose the forfeiture of guarantee when we can establish that the delay in reporting has caused us prejudice (Article L.113-2 of the Insurance Code).

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

In particular, the declaration of the claim must include :

- the date, circumstances, and place of the accident ;
- the name, first name, date of birth, address, and profession of the victim(s) ;
- the initial medical certificate describing the nature of the injuries or lesions and their probable consequences ;
- if applicable, the police or gendarmerie report, the names and addresses of the author of the accident and any witnesses.

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

The representatives and doctors, designated by us, will have, except justified opposition, free access to the victim and his treating doctors to ascertain his condition. **Any intentional false statement about the date or circumstances of an accident, duly noted and of a nature to cause us prejudice, shall result in forfeiture of the right to compensation which, if already paid, must be reimbursed to us.**

DETERMINATION OF THE CAUSES AND CONSEQUENCES OF THE ACCIDENT

The causes of the accident and its consequences, the rate of the infirmity, the duration of the total or partial temporary incapacity, are established by agreement between the parties or, failing agreement, by two doctors each designated by one of the parties. If they do not agree on the choice of the latter, or if one of the parties fails to appoint an expert, the appointment will be made at the request of the most diligent party by the President of the Tribunal de Grande Instance of the Insured's domicile, with dispensation from oath and all other formalities.

Each party will retain the fees and expenses relating to the intervention of the doctor designated by it, those required by the possible intervention of a third doctor being shared equally between them.

CONTROLE

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

Any fraud, concealment or misrepresentation by You or the beneficiary of the indemnity, intended to mislead us as to the circumstances or consequences of a loss, will result in the loss of any right to indemnity for that loss.

SETTLEMENT OF INDEMNITIES

DETERMINATION OF THE CAUSES AND CONSEQUENCES OF THE ACCIDENT

The causes of the accident and its consequences, the rate of the infirmity, the duration of the total or partial temporary incapacity, are established by agreement between the parties or, failing agreement, by two doctors each designated by one of the parties. If they do not agree on the choice of the latter, or if one of the parties fails to appoint an expert, the appointment will be made at the request of the most diligent party by the President of the Tribunal de Grande Instance of the Insured's domicile, with dispensation from oath and all other formalities.

Each party will retain the fees and expenses relating to the intervention of the doctor designated by it, those required by the possible intervention of a third doctor being shared equally between them.

INDEPENDENT DETERIORATION OF AN ACCIDENTAL ACT

Whenever the consequences of an accident are aggravated by the constitutional state of the victim, by a lack of care due to negligence or by empirical treatment, by a pre-existing illness or infirmity and in particular by a diabetic or hematic condition, the benefits due will be determined on the basis of the consequences that the accident would have had on a valid and normal healthy subject, under a rational treatment.

PAYMENT

Guaranteed indemnities are payable :

- In the event of death and permanent disability, within one month of the delivery of the documents proving the accidental death of the Insured and the status of the beneficiary, or the agreement of the parties on the degree of disability.
- In the event of Temporary Incapacity as soon as the Insured has resumed his normal activities and in any event on expiry of the maximum period fixed in the Declarations.
- In the event of the application of the guarantee relating to the insurance of treatment costs and search and rescue costs, within one month from the date of submission of the supporting documents for the amount of the expenses incurred that are reimbursable by us.
- In the absence of the agreement of the parties, the payment of compensation will take place within fifteen days of the court decision that has become enforceable.

MISCELLANEOUS PROVISIONS

INSURANCE INFORMATION

In the case of a Group contract :

You are required to provide the Insured with a detailed **information booklet which**, among other things, sets out the coverages provided under this policy and how they apply.

You are also required to notify the Insured in advance and in writing of any reduction in coverage under this policy.

The contract is subject to French law and to the regulations of the Insurance Code.

PROTECTION OF PERSONAL DATA

We take the protection of our customers' privacy very seriously, and we are committed to protecting yours. This clause explains how we collect, use and transfer your personal data, as well as your rights with regard to the personal data we retain when you use our services.

This clause sets out the following:

- The type of personal data we collect about you and how;
- How the data is used;
- Our legal basis for collecting your information;
- Who we share your data with;
- Where we transfer your information;
- How long we keep your information;
- Your rights and choices in relation to the data we hold;
- How you can make a complaint about the data we hold; and
- How to contact us if you have any questions about this statement or the personal data we hold.

Who is TMHCC?

Tokio Marine HCC is the trading name of Tokio Marine Europe S.A. For more information, please visit <http://www.tokiomarinehd.com/en/group/>.

In this personal data protection clause, Tokio Marine Europe S.A. is referred to as "TMHCC", "we", "us" or "our".

In application of the European legislation on data protection, if you visit our website www.tmhcc.com (our "Website") or if you use our services from the European Economic Area (or "EEA"), the data controller is TMHCC (Tokio Marine Europe S.A located in the Grand Duchy of Luxembourg).

What is personal data?

References in this clause to "personal information" or "personal data" are references to data that can be used to identify you. This may include, for example, your name, address and telephone number, as well as your IP address and location.

What personal data do we collect?

Information you provide voluntarily

In order to provide services to you, we may ask you to provide personal information. This may include, but is not limited to, your name, e-mail address, mailing address, telephone number, gender, date of birth, passport number, banking information, credit history and claims history.

The personal information you are asked to provide, and the underlying purposes will be disclosed to you at the time we ask for it.

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

Information we obtain from third party sources

From time to time, we may receive personal information about you from third parties, but only if we have verified that such third parties have your consent or are legally authorized or required to disclose your personal information to us.

For example, if you are a person who purchases insurance from us through an insurance broker, we may obtain information about you from your broker to help us prepare your quote and/or policy. For more information on how your broker uses and shares your personal data, please refer to your broker's own privacy policy.

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

- Credit Reference Agencies ;
- Antifraud and other databases;
- Government Agencies ;
- Electoral Register ;
- Court Decisions ;
- Sanction lists ;
- Family members; and
- In the event of a claim: the other party to the claim, witnesses, adjusters, adjusters, lawyers and claims handlers.

How is personal data used?

We may use your personal data to perform the following activities:

- Configure you as a new customer (including performing Know Your Customer checks) ;
- Give you an insurance quote ;
- Accept Payments from you ;
- Communicating with you about your policy ;
- Renew your policy.
- Obtain reinsurance for your policy ;
- Process insurance and reinsurance claims ;
- For general insurance administration purposes ;
- Respect our legal and regulatory obligations ;
- Modelling our Risks ;
- Defending or prosecuting legal actions ;
- Investigating or prosecuting Fraud ;
- Respond to your inquiries; or
- When you register for an online account ;

Our legal basis for collecting your information

If you belong to the EEA, our legal basis for the collection and use of your personal data will depend on the personal data concerned and the specific context in which we collect it.

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

In some cases, we may use your personal data as part of a legal obligation, e.g., to carry out Know-Your-Customer and money laundering checks before accepting you as a new customer.

If we ask you to provide personal information to satisfy a legal requirement or to perform a contract with you, we will let you know at the appropriate time and advise you whether or not the provision of your personal information is mandatory (as well as the possible consequences of not providing it). You are under no obligation to provide us with personal data. However, if you choose not to provide us with the requested data, we may not be able to provide you with certain services.

Likewise, if we collect and use your personal information based on our (or a third party's) legitimate interests, we will clearly indicate at the appropriate time what those legitimate interests are.

If you reside in France, we may collect and use your personal information, including sensitive personal information, in accordance with the important public interest of insurance, in accordance with the amended Data Protection Act and the European Data Protection Regulation.

If you have any questions or require further information regarding the legal basis on which we collect and use your personal information, please contact us using the contact information provided in the "Contact Us" section below.

With whom is your personal data shared?

We may disclose your personal information to the following categories of recipients:

- to our group companies, third party service providers and partners who provide data processing services (e.g., to assist in the performance of our services) or otherwise process personal information for the purposes described in this clause (see "How TMHCC uses my personal data"). A list of our current group companies is available at <http://www.tokiomarinehd.com/en/group/> and a list of our current service providers and partners may be available upon request;
- to any law enforcement agency, regulatory agency, government agency, court or other competent third party when we believe that disclosure is necessary (i) under applicable laws or regulations, (ii) to exercise, establish or defend our rights, or (iii) to protect your vital interests or those of any other person;
- to a prospective purchaser (and its agents and advisors) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the purchaser that it must use your personal information only for the purposes set out in this clause ;
- to any other person with your consent to disclosure.

International Transfers

Your personal data may be transferred to and processed in countries other than the country in which you reside. These countries may have data protection laws that differ from the laws of your country.

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

However, we have provided appropriate safeguards to require that your personal data remains protected in accordance with this Privacy Policy. These include the implementation of the European Commission's Standard contractual clauses for transfers of personal data between our group companies, which require all group companies to protect the personal information they process from the EEA in accordance with European Union data protection legislation.

Our Standard Contractual Clauses can be provided upon request. We have similar guarantees in place with our third-party service providers and partners, and further details can be provided upon request.

How long is personal information retained?

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

We may also retain your personal data when necessary to protect your vital interests or those of another individual.

Your rights as a data subject

Your main rights under data protection law are as follows:

- a) the right of access ;
- b) the right of rectification ;
- c) the right to erasure ;

- d) the right to limitation of processing ;
- e) the right to object to the treatment ;
- f) the right to data portability ;
- g) the right to lodge a complaint with a supervisory authority; and
- h) the right to withdraw consent.

If you wish to access, correct, update or request deletion of your personal information, we will ask you to provide us with a copy of two of the following documents: Driver's license; passport; birth certificate; bank statement (from the last 3 months); or water, gas or electricity bill (from the last 3 months). With respect to your right of access, the first request for access will be satisfied at no charge, but additional copies may be subject to a reasonable charge.

In addition, if you reside in the European Union, you may object to the processing of your personal information, ask us to limit its processing or request its portability.

Similarly, if we have collected and processed your personal information with your consent, you may withdraw your consent at any time. Withdrawal of your consent will not affect the lawfulness of any processing we have done prior to your withdrawal, nor will it affect the processing of your personal information for lawful purposes other than consent.

You have the right to lodge a complaint with a data protection authority regarding the collection and use we make of your personal information.

For more information, please contact the National Commission for Data Protection of the Grand Duchy of Luxembourg, 1, avenue du Rock'n'Roll L-4361 Esch-sur-Alzette, which can also be reached online at <https://cnpd.public.lu/fr.html>.

We respond to all requests we receive from persons wishing to exercise their data protection rights in accordance with applicable data protection legislation.

You may exercise any of your rights with respect to your personal data by contacting us by e-mail at dpo@tmhcc.com or at the contact details provided in the "Contact Us" section at the bottom of this clause.

Automated decision making

In some cases, our use of your personal information may result in automated decisions (including profiling) that legally affect you or affect you in a substantially similar way.

Automated decisions mean that a decision about you is made automatically based on a computer determination (using software algorithms), without our human review. For example, in some cases, we may use automated decisions to determine whether we will offer insurance coverage to a prospective insured. We have implemented measures to protect the rights and interests of individuals whose personal information is subject to automated decision making.

When we make an automated decision about you, you have the right to challenge the decision, express your views and request a human review of the decision.

Security

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

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

Although we cannot guarantee that loss, misuse or alteration of data will not occur, we do our best to prevent this.

Updates to this privacy policy

We may occasionally update this clause in response to legal, technical or commercial developments. When we update our privacy policy, we will take appropriate steps to notify you, in accordance with the significance of the changes we make. We will obtain your consent to any material changes to the Privacy Policy if and when required by applicable data protection legislation.

Contact Us

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

Data Protection Officer
Tokio Marine Europe S.A.
26 avenue de la Liberté
L-1930 Luxembourg
DPO-tmelux@tmhcc.com

PRESCRIPTION

In accordance with Articles L 114-1 and L 114-2 of the French Insurance Code, all actions deriving from this contract are time-barred, i.e. they may not be exercised beyond **two years from the event** giving rise to them.

However, this period does not run:

- In case of concealment, omission, false or inaccurate statement on the risk incurred only from the day the Insurer became aware of it,
- In the event of a claim, only from the day when the Beneficiaries became aware of it if they prove that they have been unaware of it until then.

The limitation period is extended to **Ten Years in** case of guarantee against accidents affecting persons, when the Beneficiaries are the Rightful Owners of the deceased Insured.

Prescription is interrupted by one of the ordinary causes of interruption of the prescription period (recognition by the debtor of the right of the person against whom he was prescribing, court application even in summary proceedings, protective measure taken in application of the Code of Civil Enforcement Procedures or act of forced execution) and by the appointment of experts following a claim. The interruption of the limitation period of the action may, in addition, result from the sending of a registered letter or an electronic registered letter, with acknowledgement of receipt, addressed by the Insurer to the Insured with regard to the action for payment of the premium and by the Insured to the Insurer with regard to the settlement of the indemnity.

SUBROGATION

In accordance with the provisions of article L.121-12 of the Insurance Code, TOKIO MARINE EUROPE S.A. (TOKIO MARINE HCC) is subrogated, up to the amount of the indemnity paid by it, in the rights and actions of the Insured with regard to Third Parties.

CLAIMS - MEDIATION

In case of difficulty, the Subscriber consults the Broker through whom the contract is taken out. If he is not satisfied with his answer, the Insured or the Underwriter may address his complaint to :

Tokio Marine Europe S.A. (Tokio Marine HCC)
36 rue de Châteaudun
CS 30 99
75441 Paris Cedex 09
Tel: +33 (0)1 53 29 30 00 Fax: +33(0) 1 42 97 43 87
Or reclamations@tmhcc.com

The Insurer acknowledges receipt of the claim within a period not exceeding 10 working days from receipt of the claim unless the response itself is given to the client within this period. It sends the reply to the insured within a period which must not exceed two months from the date of receipt.

Finally, if your disagreement persists after the answer has been given, you may refer the matter to Insurance Mediation, provided no legal action has been taken:

**INSURANCE MEDIATION
TSA 50110
75441 PARIS CEDEX 09**

The Insurance Mediation is not competent to know about contracts taken out to cover professional risks.

CONTROL BODY

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

INTERNATIONAL SANCTIONS

This warranty is void:

- When the insurer is prohibited from providing an insurance contract or service as a result of a sanction, restriction or prohibition provided for in the laws and regulations,

Or

- When the insured goods and/or activities are subject to any sanction, restriction, total or partial embargo or prohibition provided for by laws and regulations.

BeSafe insurance for sports bodily damages	Limit and compensation
Personal accident excluding residents of non-EU and non-Drom countries	
Accidental death	€ 15 000
Total or partial permanent Disability	€ 30 000 deductible € 30
Per diem in case of coma	From 10 consecutive days of coma and for 365 days: 2% of the accidental capital per week of coma limited to 365 days with a maximum of € 3,000
Fitting up the vehicle or home following an accident	with a maximum of € 3,000
Sport membership (annual formula only) excluding residents of non-EU and non-Drom countries	
In case of work interruption of more than 7 days	Sport membership refunded from the day after accident with a limit of € 200 per claim
Daily benefits in case of hospitalisation due to an accident (annual formula only) excluding residents of non-EU and non-Drom countries	
In case of hospitalization of more than 3 days following an accident	Daily allowance of € 50/day during the hospitalization with the application of a relative deductible of 3 days and up to € 5000
Medical expenses in the country of residence following an accident excluding residents of non-EU and non-Drom countries	
Medical expenses in the country of residence following an accident	€ 5 000 per person- deductible € 30
Reimbursement for emergency dental care	€ 150 per person
Personal Third Party Liability excluding residents of non-EU and non-Drom countries	
Bodily injury, material and immaterial damage	€ 4 500 000 per claim including € 750,000 in material and immaterial damages with an absolute deductible of €150 per claim Limited to €300,000 for the following sports: canyoning, rafting, climbing, mountaineering, skiing, horseback riding, sailing, kitesurfing, scuba diving, caving, bungee jumping, tobogganing, bullfighting.
Property damage and consequential loss with an absolute deductible of €150 per claim	750.000 € par sinistre Limited to €300,000 for the following sports: canyoning, rafting, climbing, mountaineering, skiing, horseback riding, sailing, kitesurfing, scuba diving, caving, bungee jumping,
Search and rescue costs (Worldwide)	
Search and rescue expenses in case of disappearance or endangerment of the Insured following an accident	€ 10 000 per claim
Medical Rapatriation (Worldwide)	
Repatriation or medical transport	real costs
Medical, surgical and pharmaceutical expenses with the possibility of Repatriation of the accompanying person	€ 100 000 Return transport ticket
Presence with the hospitalised insured person	Transport ticket + Hotel expenses €100 per night - maximum 7
Repatriation or transport of the body in the event of death	Transport ticket
Casket fees	€ 2 000 per person
Advance payment of criminal bail and payment of lawyer's fees	€ 10 000

General terms and conditions

Personal Accident

Ref. TMSL-CGIA- 09/23

Table of Contents

1. GENERAL PROVISIONS	21
2. NATURE OF COMPENSATION	26
DEATH	26
PERMANENT DISABILITY	26
MULTIPLE DISABILITIES	27
TEMPORARY DISABILITY	27
PROCESSING FEES	27
SEARCH AND RESCUE COSTS	28
HOME AND VEHICLE FURNISHINGS	28
DAILY INDEMNITY IN CASE OF COMA	28
3. FORMATION AND DURATION OF THE CONTRACT	29
4. PAYMENT OF DUES	31
5. DECLARATION IN THE EVENT OF A CLAIM	32
6. SETTLEMENT OF INDEMNITIES	33
7. MISCELLANEOUS PROVISIONS	33

The contract consists of these General Conditions, Special Conditions and Appendices. It is supplemented and adapted by the Particular Conditions which form an integral part of it.

The contract is governed by the Insurance Code. If it covers risks located, within the meaning of Article L 191-2 of the Insurance Code, in the departments of Bas-Rhin, Haut-Rhin and Moselle, the special provisions of Title IX of the said Code are applicable to it with the **exception, unless otherwise agreed, of the provisions of Articles L.191-7 and L.192-3.**

If the contract is not underwritten as co-insurance, it should be read by substituting the terms "Lead Company" and "Insurers" for "Insurer".

1. GENERAL PROVISIONS

DEFINITIONS

Accident

Any unintentional bodily harm on the part of the victim resulting from the sudden action of an external cause. By extension to this definition, are guaranteed the pathological manifestations which would be the direct consequence of this bodily injury.

The following are considered as accidents:

- injuries caused by fire, steam jets, acids and corrosives, lightning and electric current ;
- asphyxiation by immersion and asphyxiation by unexpected absorption of gases or vapors ;
- the consequences of poisoning and bodily harm due to the unintentional absorption of toxic or corrosive substances ;
- cases of insolation, congestion and freezing due to shipwrecks, forced landings, collapses, avalanches, floods, or any other accidental events;
- the direct consequences of animal bites or insect stings, excluding diseases (such as malaria and sleeping sickness), the primary origin of which may be related to such bites or stings ;
- injuries that may occur during scuba diving, including those due to hydrocution or decompression ;
- bodily injury resulting from assaults or attacks, riots, popular movements, hold-ups of which the Insured would be victim, unless it is proved that he would have taken an active part as a perpetrator or instigator of these events ;
- the physiological consequences of surgical operations, provided that they were necessitated by an accident included in the guarantee.

ARE NOT ASSIMILATED TO ACCIDENTS:

- **ANEURYSM RUPTURES, MYOCARDIAL INFARCTION, CEREBRAL EMBOLISM, EPILEPTIC SEIZURES, MENINGEAL HEMORRHAGE.**

Assault

Any unintentional bodily harm on the part of ASSURE, resulting from the voluntary, sudden, and brutal action of another person or group of persons.

Year of insurance

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

Insured

The person designated in this capacity in the Declarations whose physical injury resulting from an accident gives rise to the payment of the guaranteed benefits.

Insurer/Us

TOKIO MARINE EUROPE S.A. (TOKIO MARINE HCC)
Branch for France
6-8 boulevard Haussmann
75009 PARIS

Attack

Any criminal or illegal attempt against persons, rights, property and even collective feelings, when these are recognized and protected by law.

Endorsement

Agreement concluded between the Underwriter and the Insurer and noting the modifications made to the contract.

Beneficiary(ies)

The person or persons receiving from the Insurer the sums due in respect of a loss.

In the event of the Insured's death, unless another person has been designated by the Insured, the amount provided for is paid :

- if the INSURED is married: his/her spouse who is not legally separated from him/her, nor divorced, failing which his/her children born or to be born, living or represented, failing which his/her heirs,
- if the INSURED is a signatory of a PACS, its partner, or failing that, its heirs,
- if the INSURED is widowed or divorced: his children, or failing that, his heirs,
- if the INSURED is single: his heirs.

In all other cases, the other sums are paid to the Insured who is the victim of the accident.

Forfeiture

Loss by the Insured of his right to indemnity.

Riot

A riot is defined as any tumultuous movement in which a section of the population struggles against law enforcement agencies.

Exclusion

Unsecured risk.

Random Event

Future event, uncertain and beyond the control of the Insured.

Harmful Fact

Fact constituting the cause of the damage. A set of harmful facts having the same technical cause is assimilated to a single harmful fact.

Franchise

The part of the indemnifiable damage always remaining at the charge of the Insured, and beyond is covered. It is agreed that, if several coverages are involved for the same loss, the highest deductible will be applied.

Collective group

A group in which all persons are automatically covered by the contract. The Insureds are identified either by name or by a description of the common criteria specific to their group. Coverage is acquired by an Insured when he/she belongs to the insured group.

EXCLUDED FROM COVERAGE IS ANY PERSON WHO INTENTIONALLY, WOULD HAVE CAUSED OR IS CAUSING THE LOSS.

Hold-up

Any armed robbery, organized to rob a bank, a post office, a jewelry store, or a business ...

Compensation

Payment of a sum of money by the Insurer to the Insured or a third party as a result of the realization of the risk covered by the contract. The rules for calculating the indemnity are set out in the Special Conditions, appendices, and Particular conditions.

Permanent Infirmary

Presumed permanent impairment of the Insured's physical capacities.

Its importance is quantified by a rate determined by reference to the scale provided for in the Special Conditions.

Disease

Any alteration of health noted by a competent medical authority.

Popular Movements

By popular movements, we mean all internal disturbances characterized by disorder and illegal acts without necessarily revolting against the established order.

Nullity

Retroactive termination of the contract. The invalid contract is deemed never to have been concluded. The Insurer will refund the premiums (except in the case of bad faith on the part of the Insured or the Subscriber). The Subscriber returns the benefits received.

Prime

The amount that the policyholder must pay in return for the guarantees granted by the contract.

Prescription

Extinction of the right, both for the Insurer and for the Insured, to take all actions deriving from the insurance contract, by the expiry of a period of time, the starting point and duration of which are fixed by article L114-1 of the Insurance Code.

Termination

Termination of the contract by decision of the Insurer or the Underwriter.

Risk

An event that may cause damage or exposure to this event.

War or exceptional risks

Foreign war is a state of hostilities between sovereign states or different peoples. Civil war is a state of general hostility between citizens of the same country. The risks are the following: hostilities, reprisals,

torpedoes, mines and all other war devices and generally all accidents and fortunes of war as well as acts of sabotage or terrorism of a political nature or related to war as well as capture, taking, arrest, seizure, restraint or detention by any government and authorities whatsoever.

Sinister

All damages likely to be covered by the Insurer and resulting from the same insured event.

Subscriber

The person designated in this capacity in the Special Conditions who signs the contract and undertakes to pay the contributions.

Privacy Policy

The private life of the INSURED means any activity carried out outside his professional life, particularly when he goes to domestic occupations.

Professional life

By professional life, we mean the period during which, under the authority and subordination of his employer, the Insured performs his contract of employment at the time and place of the latter.

You

The Subscriber.

SCOPE OF THE GUARANTEE

The contract produces its effects worldwide, unless a more restrictive designation is provided for in the Declarations, according to the scope of the guarantee indicated in the Declarations and for all bodily accidents not excluded. The scope of cover (professional life, private life, etc.) is set out in the Declarations Page.

OBJECT OF INSURANCE

The purpose of the contract is to guarantee the payment of the indemnities defined hereafter, which are provided for and the amount of which is fixed in the Declarations, in the event of a bodily injury to the Insured.

This warranty is void:

- **when the Insurer is prohibited from providing an insurance contract or service as a result of a sanction, restriction or prohibition provided for by laws and regulations,**

OR

- **when the insured goods and/or activities are subject to any sanction, restriction, total or partial embargo or prohibition provided for by laws and regulations.**

EXCLUSIONS

ACCIDENTS CAUSED OR PROVOKED INTENTIONALLY BY THE INSURED, THE CONSEQUENCES OF HIS OR HER SUICIDE WHEN CONSUMING OR ATTEMPTING SUICIDE, AS WELL AS ACCIDENTS CAUSED BY THE USE OF DRUGS OR NARCOTICS NOT MEDICALLY PRESCRIBED.

ACCIDENTS OCCURRING WHEN THE INSURED IS THE DRIVER OF A VEHICLE AND HIS ALCOHOL LEVEL IS HIGHER THAN THAT LEGALLY PERMITTED IN THE COUNTRY WHERE THE ACCIDENT TAKES PLACE.

ACCIDENTS RESULTING FROM THE INSURED'S PARTICIPATION IN A BRAWL (EXCEPT IN SELF-DEFENCE OR ASSISTANCE TO A PERSON IN DANGER), A DUEL, A MISDEMEANOUR OR A CRIMINAL ACT.

ACCIDENTS OCCURRING WHILE OPERATING AS A PILOT OR CREW MEMBER OF AN AIRCRAFT FOR THE PURPOSE OF FLIGHT OR WHILE PARTICIPATING IN SPORTS PERFORMED ON OR FROM SUCH AIRCRAFT.

ACCIDENTS CAUSED BY THE PRACTICE OF A SPORT ON A PROFESSIONAL BASIS AND THE PRACTICE, EVEN ON AN AMATEUR BASIS, OF ALL SPORTS REQUIRING THE USE OF MECHANICAL MOTORIZED EQUIPMENT, WHETHER AS A DRIVER OR PASSENGER. THE PRACTICE OF A SPORT IS UNDERSTOOD TO MEAN TRAINING, TRIALS AND PARTICIPATION IN SPORTS EVENTS OR COMPETITIONS.

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

ACCIDENTS DUE TO IONIZING RADIATION EMITTED BY NUCLEAR FUELS OR BY RADIOACTIVE PRODUCTS OR WASTE OR CAUSED BY WEAPONS OR DEVICES DESIGNED TO EXPLODE BY MODIFICATION OF THE STRUCTURE OF THE NUCLEUS OF THE ATOM.

OBLIGATION OF DECLARATION BY THE SUBSCRIBER

At the subscription of the contract

The contract is drawn up on the basis of the answers to our questions, which are such as to enable us to assess the risks that we take on (Article L.113-2 of the Insurance Code).

You must, under penalty of the penalties set out below, answer fully and accurately the questions we ask you, particularly in the risk declaration form (if this is required).

In particular, you must declare :

- the exact activity of the insurable company or group,
- the particular risks to which the Insured may be exposed,
- the composition and demographics of the Insured group.

In the course of the contract

You must declare to us, by registered letter, any change in the information provided when you took out the contract and recorded in the Specific Conditions, and in particular any change in the risk assessment elements listed in the paragraph above.

This declaration must be made within **FIFTEEN DAYS from the** time you became aware of it.

When the modification constitutes an aggravation such that if the new state of affairs had existed when the contract was taken out, we would not have taken out the contract or would only have done so in return for a higher premium, the declaration must be made under penalty of the penalties provided for in the paragraph below and we may, under the conditions set out in Article L. 113-4 of the Insurance Code, either terminate the contract by giving TEN DAYS' notice or propose a new premium amount.

If you do not respond to the proposal or if you expressly refuse the new membership fee, we may terminate the contract after THIRTY DAYS from the date of the proposal.

If the insured risks are reduced, you are entitled to a reduction in the amount of the contribution. If we do not agree to this, you may cancel the contract. In this case, the cancellation takes effect THIRTY DAYS after the

cancellation. We must then refund the portion of the premium that relates to the period during which the risk did not occur.

SANCTIONS

Any reticence, intentional false declaration, omission, or inaccuracy in the declaration of the circumstances or aggravations referred to respectively in the above paragraphs, shall be sanctioned, even if it had no influence on the claim, under the conditions provided for in Articles L.113-8 and L.113-9 of the Insurance Code:

- ***in the event of bad faith on your part or on the part of the Insured, by the nullity of the contract ;***
- ***if Your or the Insured Person's bad faith is not established, by reducing the loss benefit in proportion to the premiums paid to the premiums that would have been due if the risks had been accurately and completely reported. The rate taken as a basis for this reduction is, as the case may be, that applicable either when the contract was taken out or on the day of the aggravation of the risk or, if this cannot be determined, on the last due date preceding the loss.***

In the event of fraud by the Subscriber or the Insured, the Insurer shall retain the entire premium.

2. NATURE OF COMPENSATION

DEATH

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

When, prior to death, the same accident has given rise to the payment of an indemnity for permanent disability in application of the following conditions, the capital will be reduced by the amount of this indemnity.

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

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

PERMANENT DISABILITY

When the accident results in a permanent disability, we pay the Insured an indemnity whose maximum, corresponding to the rate of 100% of the appended scale, is fixed in the Declarations.

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

Non-listed disabilities are compensated according to their severity compared to the listed cases.

The indemnity has a lump sum and contractual nature: it is determined according to the rules set out above, without considering the age or profession of the Insured.

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

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

MULTIPLE DISABILITIES

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

Absolute functional incapacity of a limb or organ is assimilated to the loss of that limb or organ.

The loss of limbs or organs that were out of use before the accident does not give rise to any indemnity. If the accident affects a limb or organ that is already disabled, compensation will be determined by the difference between the condition before and after the accident. In no case may the assessment of injuries resulting from the accident be increased by the infirmity of limbs or organs not affected by the accident.

Nervous disorders and nerve damage can only be taken into consideration, in so far as they would be the consequence of a guaranteed accident, if they result on examination in clearly characterized clinical signs.

TEMPORARY DISABILITY

If mentioned in the Declarations, the amount of the indemnity provided for in the Declarations shall be paid during the period in which a covered accident renders the Insured totally incapable of carrying on his usual professional activity.

The resumption, even partial, of the Insured's activities interrupts the payment of the indemnity. The indemnity is payable from the day after the accident, less the deductible specified in the Declarations, until recovery or consolidation, but may not exceed 365 days of indemnity for the same accident (unless otherwise specified in the Declarations).

In the event of a relapse within three months of resumption of activities, the deductible will not apply a second time and the indemnity will be paid, from the first day of the new incapacity, under the same claim.

The amount paid for temporary incapacity will be deducted from the sums paid under any death or permanent disability cover resulting from the same accident.

PROCESSING FEES

If mentioned in the Declarations, when the accident of which the Insured is a victim requires medically prescribed care or treatment, we guarantee, up to the amount fixed in the Declarations, the reimbursement of the expenses incurred for this purpose upon production of supporting documents.

The guarantee applies to the reimbursement of practitioner fees and expenses for surgery, hospitalization, and pharmaceutical expenses.

It also extends :

- reimbursement of the Insured's transportation costs, by ambulance or other means justified by the circumstances of the accident, from the place where the accident occurred to the nearest hospital able to provide the Insured with the care appropriate to his/her condition ;
- reimbursement, up to a maximum of 20% of the sum insured, of the cost of the **first supply only (excluding the cost of subsequent renewals) of** prosthetic or orthopedic appliances.

ARE IN NO CASE COVERED THE COSTS OF CURE, HELIOTHERAPY AND THALASSOTHERAPY.

Reimbursements due to us in application of the foregoing are due in addition to the benefits or indemnities that may be guaranteed to the Insured in compensation for the same expenses by the Social Security or any other group provident scheme or by an insurance contract previously taken out, without the Insured being able to receive in total a sum greater than the amount of his actual disbursements.

SEARCH AND RESCUE COSTS

If mentioned in the Declarations Page, the Insurance applies, up to the amount stated in the Declarations Page, to the reimbursement of search and rescue costs that may be incurred by the Insured if he/she is reported missing or in danger, provided that :

1. Search or rescue operations are carried out by public or private rescue organizations or by isolated rescuers, in order to provide assistance to the Insured;
2. Search or rescue operations are undertaken as a result of an accident covered by this policy.

However, if the Insured would not have been involved in an accident but would nevertheless have been reported missing or in danger in circumstances such that the search or rescue costs would have been covered if he had been the victim of an accident, these costs will be reimbursed up to half the amount fixed in the Declarations Page.

HOME AND VEHICLE FURNISHINGS

If it is mentioned in the Declarations, in the event of a PERMANENT PARTIAL INFIRMITY exceeding 33% of the Insured as a result of an accident covered by the contract and requiring the adaptation of his/her home and/or vehicle, we will pay these expenses upon proof and up to a limit of 10% of the capital provided under the INFIRMITY cover, with a maximum fixed in the Declarations.

DAILY INDEMNITY IN CASE OF COMA

When mentioned in the Declarations, if, as a result of an accident and subject to the exclusions provided for, an Insured is plunged into a coma for an uninterrupted period of more than 10 days, the Insurer will pay the beneficiary(ies), at the end of this period, an advance on the principal sum provided for in DEATH or INFIRMITY. This is an indemnity starting from the 10th day of coma and for a maximum period of 365 days equal to the amount indicated in the said Special Conditions.

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

In the event of survival of the Insured this advance will be retained by the Insured.

In the event of total or partial disability resulting from this accident, the Insurer will pay the Insured the balance of the anticipated capital.

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

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



3. TRAINING AND DURATION OF THE CONTRACT

EFFECTIVE ACTION

The insurance contract is formed upon agreement of the parties. Signed by them, it establishes their mutual commitment.

The guarantee is acquired as of the effective date indicated in the special conditions unless they provide that the effective date is subject to the payment of the first contribution. The same provisions apply to any endorsement to the contract.

DURATION

Unless otherwise agreed :

- ***The contract is concluded for a period of one year.***
- ***At its expiration, it is automatically renewed from year to year, unless terminated by either party, by registered letter, at least two months before the annual dues due date.***
- ***However, any insurance contracted for a period of less than one year will automatically cease, without tacit renewal, at the end of the agreed period.***

For tacit renewal contracts covering natural persons outside their professional activities, the Insured is informed of the deadline for exercising the **right to terminate the** contract with each notice of expiry.

When this notice is sent to him less than fifteen days before this date, or when it is sent to him after this date, the Insured is informed with this notice that he has a period of **twenty days** following the date of sending of this notice to **cancel the renewal of the contract**. In this case, the cancellation period starts from the date appearing on the postmark.

When this information has not been sent to him in accordance with the provisions of the first paragraph, the Insured may terminate the contract, without penalties, at any time from the date of renewal by sending a registered letter to the Leading Company. Termination takes effect on the day following the date appearing on the postmark (Article L113-15-1 of the Insurance Code).

During the course of the contract, the parties may terminate the contract in the cases provided for in the termination paragraph below.

MAINTENANCE AND TERMINATION OF WARRANTIES

For each Insured, coverage will cease by operation of law:

- the date on which the Insured's relationship with the Insured is severed, i.e. the day on which the Insured ceases to be part of the insurable group;
- on the date of termination or non-renewal of the contract. However, in the case of a mandatory group contract, we must maintain benefits, without any probationary period or medical examination or questionnaire conditions, for the benefit of Insured Persons who request them before the end of the notice period for cancellation.

In the case of a group contract with optional membership, the continuation of the coverages can only be exercised under the above conditions after the expiry of a period of two years following the Insured's membership;

- in all cases, at the end of the policy year in which the Insured has reached the age of **seventy years**.



TERMINATION

The contract may be terminated before its normal expiry date in the cases and under the conditions set out below.

By You or by Us :

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

By You:

- In case of risk reduction, if we refuse to reduce the contribution accordingly (Article L.113-4 of the Insurance Code).
- In the event of cancellation by us after a claim, of another contract in your name (Article R.113-10 of the Insurance Code), within one month of notification of the cancellation of the damaged policy.
- In the event of a price revision.
- In case of a request for portfolio transfer approved by the administrative authority. The policyholder has a period of one month from the date of publication of the approval decision in the Official Journal to cancel the policy (Article L324-1 of the Insurance Code).

By Us :

- In the event of non-payment of contributions (Article L.113-3 of the Insurance Code).
- In case of aggravation of the risk (article L.113-4 of the Insurance Code).
- In case of omission or inaccuracy in the risk declaration at the time of subscription or during the course of the contract (article L.113-9 of the Insurance Code).
- After a claim, you then have the right to cancel the other contracts that you would have taken out with us (Article R.113-10 of the Insurance Code), within one month of notification of the cancellation of the damaged policy.
- In the event of receivership or judicial liquidation pronounced against you (Article L.113-6 of the Insurance Code).

By the administrator or the debtor authorized by the bankruptcy judge or the liquidator :

In the event of receivership or liquidation ordered against you (Article L.113-6 of the Insurance Code). The contract is automatically terminated after a formal notice to take part in the continuation of the contract sent by the Insurer to the director and which has remained unanswered for more than one month (Article L622-13 of the Commercial Code).

By right :

In the event of total withdrawal of the approval granted to the Insurance Company (article L.326-12 of the Insurance Code). The insurance contract automatically ceases to have effect on the fortieth day at noon, as from the publication in the Official Journal of the decision of the Prudential Control Authority and the resolution pronouncing the withdrawal.

Premiums due prior to the date of publication of the decision to withdraw in the Official Journal, and not paid by that date, are due in full to the Insurer, but are only definitively acquired by him in proportion to the period of cover up to the date of cancellation.

Contributions falling due between the date of the decision to withdraw and the date of automatic termination are only due proportionally to the guarantee period.

In the event of cancellation during a period of insurance, the premium portion for the remaining period is refunded to you, if paid in advance. **However, this premium portion is retained by us if the contract has been terminated for non-payment of premium.**

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

FORMS OF TERMINATION

When you have the option to terminate, you may do so at your option, either by registered letter, or by a declaration made against receipt at our registered office or at our representative's office, or by an extrajudicial act.

The termination by us must be notified to you by registered letter addressed to your last known address.

In case of termination by registered letter, the notice period starts from the date on the postmark.

In the cases referred to in the preceding paragraphs, termination may only be requested by each of the parties by registered letter with acknowledgement of receipt indicating the nature and date of the event invoked and giving all the details necessary to establish that the termination is directly related to the said event.

4. PAYMENT OF MEMBERSHIP FEES

MAIN CONTRIBUTION

The contribution and its accessories, the amount of which is stipulated in the contract, as well as the taxes and duties, are payable at the registered office of the leading company or at the domicile of the agent if one is designated by it for this purpose.

Expiry dates are set out in the Special Conditions.

If a premium or a fraction of a premium is not paid within ten days of its due date, the Leading Company, acting on behalf of all the Co-Insurers (independently of its right to pursue the execution of the contract in court) may send a formal notice by registered letter to the Policyholder or to the person responsible for paying the premiums, at his last known address known to the Leading Company, justified by a notice of receipt if this address is located outside metropolitan France.

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

If the contribution or fraction of the contribution in arrears is not paid within thirty days from :

- of the date of sending of the letter of formal notice,
- or, if this letter is to be sent to a place outside metropolitan France, from the day of its delivery to the addressee as stated in the acknowledgement of receipt,

the warranty is automatically suspended.

Non-payment of a fraction of the membership fee will result in the payment of the entire annual membership fee remaining due. In this case, the suspension of the guarantee is effective until full payment is made.

When at least ten days of suspension have elapsed, the Leading Company, acting on behalf of all the Co-insurers, has the right to terminate the contract within the time limits and in the manner provided for in Title III above.

The payment of the subscription or fractions of the subscription that were the subject of the formal notice puts an end to the suspension and the contract resumes for the future its effects at noon the day after the day of payment.

If the annual premium is payable in several periods, the non-payment of a fraction of the premium by the due date will result in all outstanding fractions of the premium for the current insurance year becoming due and payable.

CONTRIBUTION ON THE BASIS OF VARIABLE ELEMENTS

When the premium is calculated on the basis of variable elements such as the number of insured persons or the amount of their remuneration, you must pay the provisional premium provided for in the Special Conditions at each due date. You must then declare, no later than **thirty days** following each due date, the elements necessary for the calculation of the final premium.

We have the right to verify your declarations. You agree to receive our delegates for this purpose and to justify, with the help of all documents in your possession, the accuracy of your declarations.

In the event of an error or omission in the declarations referred to above, you must pay, in addition to the amount of the effective contribution, an indemnity equal to 50% of the contribution omitted; **where the errors or omissions are fraudulent in nature, importance or repetition, we shall be entitled to demand reimbursement of the claims paid** (Article L.113-10 of the Insurance Code).

If you fail to provide us with the required declaration within the set deadline, we may send you a formal notice by registered letter to comply with this obligation within ten days. If, after this deadline, the declaration has not been provided, we may collect, as an advance payment and subject to subsequent regularization, a fee calculated on the basis of the last declaration provided, increased by 50%.

In the event of non-payment of this fee, we may pursue the execution of the contract in court, suspend the guarantee and then terminate the contract under the conditions specified above.

5. DECLARATION IN THE EVENT OF A CLAIM

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

FORM AND NECESSARY INFORMATION

The Insured or his assigns, you if applicable, or any agent acting on their behalf, must report any loss or damage in writing or orally against a receipt to our Head Office or to our representative named in the contract within fifteen days at the latest of the date on which they became aware of the loss or damage.

If the claim is not reported within the period provided for above, except in the event of force majeure or fortuitous event, we may oppose the forfeiture of guarantee when we can establish that the delay in reporting has caused us prejudice (Article L.113-2 of the Insurance Code).

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

In particular, the declaration of the claim must include :

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



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

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

The representatives and doctors, designated by us, will have, except justified opposition, free access to the victim and his treating doctors to ascertain his condition. **Any intentional false statement about the date or circumstances of an accident, duly noted and of a nature to cause us prejudice, shall result in forfeiture of the right to compensation which, if already paid, must be reimbursed to us.**

6. SETTLEMENT OF INDEMNITIES

DETERMINATION OF THE CAUSES AND CONSEQUENCES OF THE ACCIDENT

The causes of the accident and its consequences, the rate of the infirmity, the duration of the total or partial temporary incapacity, are established by agreement between the parties or, failing agreement, by two doctors each designated by one of the parties. If they do not agree on the choice of the latter, or if one of the parties fails to appoint an expert, the appointment will be made at the request of the most diligent party by the President of the Tribunal de Grande Instance of the Insured's domicile, with dispensation from oath and all other formalities.

Each party will retain the fees and expenses relating to the intervention of the doctor designated by it, those required by the possible intervention of a third doctor being shared equally between them.

INDEPENDENT DETERIORATION OF AN ACCIDENTAL ACT

Whenever the consequences of an accident are aggravated by the constitutional state of the victim, by a lack of care due to negligence or by empirical treatment, by a pre-existing illness or infirmity and in particular by a diabetic or hematic condition, the benefits due will be determined on the basis of the consequences that the accident would have had on a valid and normal healthy subject, depending of a rational treatment.

PAYMENT

Guaranteed indemnities are payable :

- In the event of death and permanent disability, within one month of the delivery of the documents proving the accidental death of the Insured and the status of the beneficiary, or the agreement of the parties on the degree of disability.
- In the event of Temporary Incapacity as soon as the Insured has resumed his normal activities and in any event on expiry of the maximum period fixed in the Declarations.
- In the event of the application of the guarantee relating to the insurance of the treatment costs and search and rescue costs, within one month from the date of submission of the supporting documents for the amount of the expenses incurred that are reimbursable by us.
- In the absence of the agreement of the parties, the payment of compensation will take place within fifteen days of the court decision that has become enforceable.

7. MISCELLANEOUS PROVISIONS

INSURANCE INFORMATION

In the case of a group contract:

You are required to provide the Insured with a detailed information booklet which, among other things, sets out the coverages provided under this policy and how they apply.

You are also required to notify the Insured in advance and in writing of any reduction in coverage under this policy.

PROTECTION OF PERSONAL DATA

Protecting our customers' data and privacy is particularly important to us, and we do everything in our power to achieve this. The following clause explains how we collect, process and communicate your personal data, as well as your rights with regard to the personal data we store when you interact with our services.

This clause states the following:

- The type of personal data we collect about you and how we collect it;
- How the data is used ;
- Our legal basis for the collection of your information ;
- The people with whom we share your data;
- Where we transfer your information ;
- The length of time we keep your information;
- Your rights and choices regarding the data we hold;
- How to make a complaint about the data we hold; and
- How to contact us with any questions about this statement or the personal data we hold.

Who is TMHCC?

Tokio Marine HCC is the trading name of Tokio Marine Europe S.A. For more information, please visit <http://www.tokiomarinehd.com/en/group/>. In the present personal data protection clause, Tokio Marine Europe S.A. is referred to as "TMHCC", "we", "us" or "our".

In application of the European legislation on data protection, if you visit our website www.tmhcc.com (our "Website") or if you use our services from the European Economic Area (or "EEA"), the data controller is TMHCC (Tokio Marine Europe S.A located in the Grand Duchy of Luxembourg).

What is personal data?

References in this clause to "personal information" or "personal data" are references to data that can be used to identify you. This may include, for example, your name, address, and telephone number, as well as your IP address and location.

What personal data do we collect?

Information you provide voluntarily

In order to provide services to you, we may ask you to provide personal information. This may include, but is not limited to, your name, e-mail address, mailing address, telephone number, gender, date of birth, passport number, banking information, credit history and claims history. The personal information you are asked to provide, and the underlying reasons will be provided to you at the time we request it.

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

Information we obtain from third party sources.

From time to time, we may receive personal information about you from third parties, but only if we have verified that such third parties have your consent or are legally authorized or required to disclose your personal information to us.

For example, if you are a person who purchases insurance from us through an insurance broker, we may obtain information about you from your broker to help us prepare your quote and/or policy. For more information on how your broker uses and shares your personal data, please refer to your broker's own privacy policy.

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

- Credit Reference Agencies ;
- Antifraud databases and others ;
- Government Agencies ;
- Electoral Register ;
- Court Decisions ;
- Sanction lists ;
- Family members; and
- In the event of a claim: the other party to the claim, witnesses, adjusters, adjusters, lawyers and claims handlers.

How is personal data used?

We may use your personal data to perform the following activities:

- Configure you as a new customer (including performing Know Your Customer checks) ;
- Give you an insurance quote ;
- Accept Payments from you ;
- Communicating with you about your policy ;
- Renewing your Policy ;
- Obtain reinsurance for your policy ;
- Process insurance and reinsurance claims ;
- For general insurance administration purposes ;
- Respect our legal and regulatory obligations ;
- Modeling our risks ;
- Defending or prosecuting legal actions ;
- Investigating or prosecuting Fraud ;
- Respond to your inquiries; or
- When you register for an online account ;

Our legal basis for collecting your information

If you belong to the EEA, our legal basis for the collection and use of your personal data will depend on the personal data concerned and the specific context in which we collect it.

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

In some cases, we may use your personal data as part of a legal obligation, e.g., to carry out Know-Your-Customer and money laundering checks before accepting you as a new customer.

If we ask you to provide personal information to satisfy a legal requirement or to perform a contract with you, we will let you know at the appropriate time and advise you whether or not the provision of your personal information is mandatory (as well as the possible consequences of not providing it). You are under no obligation to provide us with personal data. However, if you choose not to provide us with the requested data, we may not be able to provide you with certain services.

Likewise, if we collect and use your personal information based on our (or a third party's) legitimate interests, we will clearly indicate at the appropriate time what those legitimate interests are.

If you reside in France, we may collect and use your personal information, including sensitive personal information, in accordance with the important public interest of insurance, in accordance with the amended Data Protection Act and the European Data Protection Regulation.

If you have any questions or require further information regarding the legal basis on which we collect and use your personal information, please contact us using the contact information provided in the "Contact Us" section below.

With whom is your personal data shared?

We may disclose your personal information to the following categories of recipients:

to our group companies, third party service providers and partners who provide data processing services (e.g., to assist in the performance of our services) or otherwise process personal information for the purposes described in this clause (see "How TMHCC uses my personal data"). A list of our current group companies is available at <http://www.tokiomarinehd.com/en/group/> and a list of our current service providers and partners may be available upon request;

to any law enforcement agency, regulatory agency, government agency, court or other competent third party when we believe that disclosure is necessary (i) under applicable laws or regulations, (ii) to exercise, establish or defend our rights, or (iii) to protect your vital interests or those of any other person;

to a prospective purchaser (and its agents and advisors) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the purchaser that it must use your personal information only for the purposes set out in this clause ;

to any other person with your consent to disclosure.

International Transfers

Your personal data may be transferred to and processed in countries other than the country in which you reside. These countries may have data protection laws that differ from the laws of your country.

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

However, we have provided appropriate safeguards to require that your personal data remains protected in accordance with this Privacy Policy. These include the implementation of the European Commission's Standard contractual clauses for transfers of personal data between our group companies, which require all group companies to protect the personal information they process from the EEA in accordance with European Union data protection legislation.

Our Standard Contractual Clauses can be provided upon request. We have similar guarantees in place with our third-party service providers and partners, and further details can be provided upon request.

How long is personal information retained?

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

We may also retain your personal data when necessary to protect your vital interests or those of another individual.

Your rights as a data subject

Your main rights under data protection law are as follows:

- i) the right of access ;
- j) the right of rectification ;
- k) the right to erasure ;
- l) the right to limitation of processing ;
- m) the right to object to the treatment ;
- n) the right to data portability ;
- o) the right to lodge a complaint with a supervisory authority; and
- p) the right to withdraw consent.

If you wish to access, correct, update or request deletion of your personal information, we will ask you to provide us with a copy of two of the following documents: Driver's license; passport; birth certificate; bank statement (from the last 3 months); or water, gas or electricity bill (from the last 3 months). With respect to your right of access, the first request for access will be satisfied at no charge, but additional copies may be subject to a reasonable charge.

In addition, if you reside in the European Union, you may object to the processing of your personal information, ask us to limit its processing or request its portability.

Similarly, if we have collected and processed your personal information with your consent, you may withdraw your consent at any time. Withdrawal of your consent will not affect the lawfulness of any processing we have done prior to your withdrawal, nor will it affect the processing of your personal information for lawful purposes other than consent.

You have the right to lodge a complaint with a data protection authority regarding the collection and use we make of your personal information. For more information, please contact the National Commission for Data Protection of the Grand Duchy of Luxembourg, 1, avenue du Rock'n'roll L-4361 Esch-sur-Alzette, which can also be reached online at <https://cnpd.public.lu/fr.html>.

We respond to all requests we receive from persons wishing to exercise their data protection rights in accordance with applicable data protection legislation.

You may exercise any of your rights with respect to your personal data by contacting us by e-mail at dpo@tmhcc.com or at the contact details provided in the "Contact Us" section at the bottom of this clause.

Automated decision making

In some cases, our use of your personal information may result in automated decisions (including profiling) that legally affect you or affect you in a substantially similar way.

Automated decisions mean that a decision about you is made automatically based on a computer determination (using software algorithms), without our human review. For example, in some cases, we may use automated decisions to determine whether we will offer insurance coverage to a prospective insured. We have implemented measures to protect the rights and interests of individuals whose personal information is subject to automated decision making.

When we make an automated decision about you, you have the right to challenge the decision, express your views and request a human review of the decision.

Security

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

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

Although we cannot guarantee that loss, misuse or alteration of data will not occur, we do our best to prevent this.

Updates to this privacy policy

We may occasionally update this clause in response to legal, technical or commercial developments. When we update our privacy policy, we will take appropriate steps to notify you, in accordance with the significance of the changes we make. We will obtain your consent to any material changes to the Privacy Policy if and when required by applicable data protection legislation.

Contact Us

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

Data Protection Officer
Tokio Marine Europe S.A.
26 avenue de la Liberté
L-1930Luxembourg
DPO-tmelux@tmhcc.com

PRESCRIPTION

Any action deriving from this contract is prescribed by two years. This period begins to run from the day of the event giving rise to this action, under the conditions determined by Articles L.114-1 and L.114-2 of the Insurance Code.

However, this period does not run :

- 1) In case of reluctance, omission, false or inaccurate statement on the risk incurred, only from the day when the Insurers became aware of it;

- 2) In the event of a claim, only from the day on which the interested parties became aware of it, if they prove that they have been unaware of it until then.

Where the insured's action against the insurer is based on the recourse of a third party, the limitation period shall run only from the day on which the third party brought an action against the insured or was indemnified by the insured.

The statute of limitations is extended to ten years in personal accident insurance contracts where the beneficiaries are the rightful claimants of the deceased insured.

Prescription is interrupted by one of the ordinary causes of interruption of the prescription period (recognition by the debtor of the right of the person against whom he was prescribing, court application even in summary proceedings, protective measure taken in application of the Code of Civil Enforcement Procedures or act of forced execution) and by the appointment of experts following a claim. The interruption of the limitation period of the action may, in addition, result from the sending of a registered letter or an electronic registered letter, with acknowledgement of receipt, addressed by the Insurer to the Insured with regard to the action for payment of the premium and by the Insured to the Insurer with regard to the settlement of the indemnity.

CLAIMS

In case of difficulty, the Subscriber consults the Broker through whom the contract is taken out. If he is not satisfied with his answer, the Insured or the Underwriter may address his complaint to :

Tokio Marine Europe S.A. (Tokio Marine HCC)
36 rue de Châteaudun
CS 30 99 - 75441 Paris Cedex 09
Tel:+33(0) 1 53 29 30 00 Fax:+33 (0) 1 42 97 43 87
Or reclamations@tmhcc.com

The Insurer acknowledges receipt of the claim within a period not exceeding 10 working days from receipt of the claim unless the response itself is given to the client within this period. It sends the reply to the insured within a period which must not exceed two months from the date of receipt.

Finally, if your disagreement persists after the answer has been given, you may refer the matter to Insurance Mediation, provided no legal action has been taken:

INSURANCE MEDIATION
TSA 50110
75441 PARIS CEDEX 09

The Insurance Mediation is not competent to know about contracts taken out to cover professional risks.

CONTROL BODY

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

INTERNATIONAL SANCTIONS

This warranty is void:

- when the insurer is prohibited from providing an insurance contract or service as a result of a sanction, restriction or prohibition provided for in the laws and regulations,

Or

- when the insured goods and/or activities are subject to any sanction, restriction, total or partial embargo or prohibition provided for by laws and regulations.

Appendix

Sport membership interruption & Daily benefits in case of hospitalisation due to an accident (annual formula only)

Insureds who have subscribed to the annual plan are covered by the following benefits:

Reimbursement of sports package

When the Insured cannot continue to practice his/her insured activities following a covered accident resulting in a work stoppage of more than 7 days, the Insurer reimburses him/her the sports package for the remaining period from the day after the accident and prorated for the unused period with a maximum of 200€.

Daily benefits in case of hospitalization following an accident

In the event of hospitalization of more than 3 days following an accident, the Insurer will pay the insured a daily allowance of €50/day for the duration of the hospitalization with the application of a relative deductible of 3 days and up to a maximum of €5,000.

It is specified that these two guarantees are cumulative.

Repatriation Assistance

Special Conventions

Ref 08-20



1. DEFINITIONS

Accident

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

Food poisoning is considered to be an accident.

Insured

The natural person(s) designated in the Specific Conditions and to whom the guarantee relates.

Assistant :

TOKIO MARINE ASSISTANCE, who bears the risk.

Assistance services are managed by MUTUAIDE ASSISTANCE (a company governed by the French Insurance Code), located at 8-14 Avenue des Frères Lumière, 94366 Bry-sur-Marne CEDEX (reference L.10).

Beneficiary

The natural person(s) designated in the Specific Conditions and to whom the guarantee relates.

Geographical coverage

Worldwide, with no kilometer allowance (unless otherwise agreed in the Special Conditions).

Home

Principal and habitual place of residence in metropolitan France (the Principalities of Andorra and Monaco are conventionally included under this definition) and in the countries of the European Union as well as in Switzerland and Norway.

By extension, the place of residence may be in a country other than those mentioned above; Country where an INSURED employee of the Policyholder (or of its subsidiaries if this is provided for in the Declarations Page) resides.

Bodily injury

Any bodily harm suffered by a natural person and the resulting damages.

Franchise

Portion of the indemnity remaining payable by the beneficiary.

Disease

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

Chronic disease: a disease that progresses slowly and is prolonged.

Serious illness: A life-threatening illness.

Family members

A family member is defined as a spouse or common-law partner living in the same household, a child, brother or sister, father, mother, parents-in-law, grandparents, grandchildren, brothers-in-law and sisters-in-law.

Scope of Application

Professional life. By extension, and if provided for in the Special Conditions, coverage can be extended to private life.



Validity over time

The assistance product has the same validity in time as the insurance contract to which it is linked (Special Conditions).

2. ASSISTANCE TO PEOPLE

PREAMBLE

TOKIO MARINE ASSISTANCE can in no way replace local emergency relief organizations.

In all cases, the decision to provide assistance rests exclusively with the doctor of TOKIO MARINE ASSISTANCE, after contact with the attending doctor on site and possibly the Insured's family.

IN CASE OF ILLNESS OR ACCIDENT

Repatriation or medical transport

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

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

Depending on the seriousness of the case, repatriation or transport is carried out, under medical supervision, if necessary, by the most appropriate of the following means: medical plane, regular airline plane, train, sleeping car, boat, ambulance.

If hospitalization on arrival is not essential, transportation is provided to the INSURE's home.

If the hospitalization could not take place in an establishment close to the home, TOKIO MARINE ASSISTANCE organizes and takes care, when the state of health allows it, of the transport from this hospital to the home.

Presence at the hospitalized ASSURE

TOKIO MARINE ASSISTANCE organizes and pays up to **100 € per day for seven days for the** hotel stay of a person who remains at the INSURE's bedside in hospital, whose condition does not justify or prevents immediate repatriation.

TOKIO MARINE ASSISTANCE also takes charge of the return to metropolitan France of this person (or to his country of residence) if he cannot use the means initially planned. If the hospitalization must exceed ten days, and if no one remains at the INSURE's bedside, TOKIO MARINE ASSISTANCE WILL PAY the transport costs from metropolitan France (by first class train or economy class plane) of a person designated by the INSURE. TOKIO MARINE ASSISTANCE also organizes the hotel stay of this person up to **100 € per day for a maximum of seven days.**

Accompaniment during repatriation or medical transport

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



2.3 BENEFITS IN THE EVENT OF DEATH

Transport of bodies

TOKIO MARINE ASSISTANCE organizes and takes charge of the transport of the body of the INSURED from the place of placing in beer to the place of burial in metropolitan France or to the Insured's Home.

TOKIO MARINE ASSISTANCE COVERS the additional costs necessary to transport the body, including the cost of a coffin up to a maximum of €2,000 including tax.

The costs of accessories, ceremony, burial or cremation in metropolitan France are the responsibility of the families.

When there is a temporary burial, TOKIO MARINE ASSISTANCE organizes and pays for the transport costs of the Insured's body to the place of final burial in metropolitan France or to the Insured's Home, after expiry of the legal exhumation deadlines.

Other services

TOKIO MARINE ASSISTANCE organizes and takes charge of the return to metropolitan France (or to the country of residence of the Insured) to the place of burial, with the other INSURED being on site if they cannot return by the means initially planned.

In the event that administrative reasons require a temporary or definitive burial on site, TOKIO MARINE ASSISTANCE organizes and pays for the return transportation (by first class train or economy class plane) of a family member to travel from his or her home in metropolitan France (or in another country where the Insured resided) to the place of burial, as well as his or her stay at the hotel.

TOKIO MARINE ASSISTANCE also organizes the stay at the hotel of the family member who has to travel and takes care of the actual expenses up to a maximum of 100 € TTC per night with a **maximum of 700 € TTC**.

2.4 LISTENING AND PSYCHOLOGICAL SUPPORT

INTERVENTION BY PSYCHOLOGISTS

TOKIO MARINE ASSISTANCE puts the INSURED in touch with psychologists who are psychoclinicians. These psychologists, who all hold a post-graduate diploma in clinical psychology, respond to the call made to them with professional, non-oriented, non-compassionate, non-interventionist listening.

GUARANTEED

TOKIO MARINE ASSISTANCE organizes and pays for a thirty-minute telephone interview, up to a maximum of five times per person and per event. Beyond that, the psychologist will refer the INSURED to a city psychologist. The benefit of this coverage must be requested within six months of the occurrence of a bodily injury and within one month of the occurrence of a material loss.

EXCLUSIONS:

TRAUMA NOT DIRECTLY RELATED TO AN EVENT INSURED UNDER THE SPECIAL TERMS AND CONDITIONS, NON-PSYCHOLOGICAL CONSULTATIONS (PSYCHIATRIC OR PSYCHOTHERAPEUTIC SUPPORT) AND SIMPLE FRIENDLY LISTENING ARE EXPRESSLY EXCLUDED.

THE EXCLUSIONS SET OUT IN THE GENERAL TERMS AND CONDITIONS APPLY TO THESE SPECIAL AGREEMENTS.



3. OTHER ASSISTANCE

3.1 EARLY RETURN

If the INSURED must interrupt his/her trip:

- in order to attend the funeral of a family member (spouse or partner, direct ascendant or descendant, brother, sister), TOKIO MARINE ASSISTANCE organizes and pays for transportation (by 1st class train or economy class plane) of the INSURED from the place of stay to the place of burial in Metropolitan France or in another country if the Insured is domiciled there.

- in the event of an unforeseeable and serious accident or illness affecting a family member (spouse or partner, direct ascendant or descendant), TOKIO MARINE ASSISTANCE will organize and pay for transportation (by 1st class train or economy class airplane) for the INSURED, with the agreement of TOKIO MARINE ASSISTANCE's physician, to enable him/her to come to the bedside of the family member, in Metropolitan France or in the Insured's country of residence.

- in the event of major material damage to the Insured's home or, in the case of a company director, to the company's premises, where more than 50% of the property has been destroyed and the Insured's presence is imperative, TOKIO MARINE ASSISTANCE will organize and pay for transportation (by 1st class train or economy class airplane) to enable the Insured to return home or to the company's premises.

Following the premature return of the INSURED, TOKIO MARINE ASSISTANCE organizes and pays for the return (by 1st class train or economy class plane) of the INSURED.

3.2 ASSISTANCE TO THE COMPANY

RETURN TO THE PLACE OF ASSIGNMENT

After repatriation and when the INSURED's state of health allows him/her to travel alone under normal transport conditions, in full agreement with the attending physicians and the TOKIO MARINE ASSISTANCE team, the Insurer organizes and pays for the return to the place of assignment, by 1st class train or economy class airliner. The return must be made within two months of repatriation and justified by an economic reason.

SENDING A REPLACEMENT EMPLOYEE

After repatriation and if the INSURED is unable to resume his usual activities due to his state of health and on medical prescription (work stoppage), TOKIO MARINE ASSISTANCE organizes and pays for the outward journey by 1st class train or economy class airliner, from the INSURED's country of origin, of a person designated by a manager of the subscribing company or by the INSURED, to replace the latter at his place of assignment. The replacement employee must be transported within two months of the date of repatriation. These two benefits cannot be combined.

3.3 ADVANCE OF THE CRIMINAL DEPOSIT AND PAYMENT OF LEGAL FEES

This coverage applies only outside the INSURED's country of residence.

If, in the event of an unintentional violation of the law of the country in which he/she is, the INSURED is required to pay criminal bail, TOKIO MARINE ASSISTANCE will advance up to 20,000 Euros. Intentional offences do not qualify for the "Advance of criminal bail" and "Payment of legal fees" benefits.

TOKIO MARINE ASSISTANCE pays the legal fees of any legal representatives that the INSURED may call upon, up to a maximum of 10,000 Euros.

The INSURED undertakes to reimburse the advance made in respect of the penal bond within thirty days of its return by the authorities.



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

Intentional offences are not eligible for the "Criminal Bail Advance" and "Payment of Attorney's Fees" benefits.

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

During a mission, in the event of loss or theft of papers, TOKIO MARINE ASSISTANCE provides advice on the steps to be taken (filing a complaint, renewing papers, etc.). In the event of theft or loss of means of payment (credit card, chequebook), TOKIO MARINE ASSISTANCE will provide an advance of funds, up to a maximum of 5,000 euros, to cover essential expenses, subject to payment of the corresponding sum by a third party and prior agreement with the financial institution issuing the means of payment.

3.5 SHIPMENT OF MEDICATION

TOKIO MARINE ASSISTANCE will take all necessary measures to ensure the search for and shipment of medicines essential to the continuation of a treatment in progress, in the event that, due to an unforeseeable event, it is impossible for the INSURED to obtain them or their equivalent. The cost of such medication shall be borne by the INSURED.

3.6 MESSAGE TRANSMISSION

TOKIO MARINE ASSISTANCE transmits messages of a private nature, intended for the INSURED when he cannot be reached directly, for example, in the event of hospitalization, or left by him for the attention of a member of his family.

3.7 TRANSMISSION OF BUSINESS DOCUMENTS

TOKIO MARINE ASSISTANCE guarantees reimbursement of postal charges for the forwarding of any forgotten, stolen or destroyed business documents or equipment, up to a maximum of 300 Euros per event and per year.

3.8 DAY-TO-DAY ADVICE

From Monday to Friday, from 9:00 a.m. to 9:00 p.m. (except on public holidays), TOKIO MARINE ASSISTANCE will provide the INSURED with any information he/she may require in the areas of daily living.

3.9 LIMITS OF INTERVENTION OF TOKIO MARINE ASSISTANCE

EXCLUDED:

- ANY PERSONALIZED LEGAL CONSULTATION OR EXAMINATION OF A SPECIFIC CASE,**
- ASSISTANCE IN DRAFTING LEGAL DOCUMENTS,**
- ANY HANDLING OF LITIGATION,**
- PAYMENT OF EXPENSES, REMUNERATION FOR SERVICES,**
- ADVANCES OF FUNDS,**



- MEDICAL ADVICE OR DIAGNOSIS.

In the particular field of financial information, TOKIO MARINE ASSISTANCE cannot carry out any comparative study on the quality of contracts, services or rates offered by financial institutions, and excludes any presentation or presentation of a particular product.

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

Answers will not be confirmed in writing, nor will documents be sent.

4. EXCLUSIONS

The following are excluded:

- **Convalescences and illnesses (illness, accident) undergoing treatment that have not yet been consolidated.**
- **Pre-existing illnesses diagnosed and/or treated and hospitalized within six months prior to the request for assistance.**
- **Travel undertaken for the purpose of diagnosis and/or treatment.**
- **Pregnancy states, except in the case of unforeseeable complications, and in any case, from the thirty-sixth week of pregnancy.**
- **Conditions resulting from the use of drugs, narcotics and assimilated products not medically prescribed, the absorption of alcohol.**
- **The consequences of attempted suicide.**
- **Damages caused intentionally by an INSURER or those resulting from participation in a crime, misdemeanor or brawl, except in case of self-defense.**
- **Events occurring during the practice of dangerous sports (raids, trekking, climbing...) or the participation of the ASSURE as a competitor in sports competitions, bets, matches, competitions, rallies or their preparatory tests, as well as the organization and payment of all research expenses.**
- **The consequences of voluntary non-compliance with the regulations of the countries visited, or of practices not authorized by the local authorities.**
- **The consequences of ionizing radiation emitted by nuclear fuels or by radioactive products or waste or caused by weapons or devices designed to explode by modification of the structure of the nucleus of the atom.**
- **The consequences of civil or foreign war, official prohibitions, seizure or coercion by the police force.**
- **The consequences of riots, strikes, piracy, when ASSURE takes an active part in them.**
- **The consequences of climatic impediments such as storms and hurricanes.**
- **Search and rescue of people in the mountains, at sea or in the desert.**
- **On-piste (and off-piste) ski rescue fees.**

5. GENERAL PROVISIONS

5.1 FINANCIAL COMMITMENTS OF TOKIO MARINE ASSISTANCE

The organisation by the INSURE or by its entourage of one of the assistance services stated above can only give rise to reimbursement if TOKIO MARINE ASSISTANCE has been informed in advance.

Expenses incurred will be reimbursed upon presentation of receipts, within the limit of those that TOKIO MARINE ASSISTANCE would have incurred to organize the service. When TOKIO MARINE ASSISTANCE has to organize the

premature return of the ASSURE to metropolitan France (or to his country of residence) he may be asked to use his travel document.

When TOKIO MARINE ASSISTANCE has ensured the return of the INSURE at its own expense, the Insured is asked to take the necessary steps to reimburse the unused tickets and to transfer the amount received to TOKIO MARINE ASSISTANCE within a maximum period of three months following the date of return.

Only the additional expenses to those that the INSURE would normally have had to incur for its return home are paid by TOKIO MARINE ASSISTANCE.

When TOKIO MARINE ASSISTANCE has accepted the change of a contractually fixed destination, its financial participation may not exceed the amount that would have been committed if the original destination had been retained.

In the event of a stay at the hotel, TOKIO MARINE ASSISTANCE WILL only contribute to the room rental costs actually incurred, within the limits of the ceilings indicated above and in the Table of Guarantees, to the exclusion of all other costs.

5.2 PROCEDURES FOR THE EXAMINATION OF CLAIMS

In case of difficulties, complaints should be addressed to :

TOKIO MARINE EUROPE S.A.
36 rue de Châteaudun
CS 30 99
75441 Paris Cedex 09

If, after the response provided by this service, the disagreement persists, an opinion may be sought from the mediator of the French Federation of Insurance Companies, whose contact details are provided on request at the above address.

5.3 SUBROGATION

Any person benefiting from assistance undertakes to subrogate the assistance company and the approved insurance company in its rights and actions against any third party liable up to the amount of the costs incurred by them in execution of this Agreement.

5.4 PRESCRIPTION

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



5.5 LIMITS APPLICABLE IN CASE OF FORCE MAJEURE

TOKIO MARINE ASSISTANCE cannot be held responsible for any failure to execute the assistance services resulting from force majeure or from the following events: civil or foreign wars, notorious political instability, popular movements, riots, acts of terrorism-reprisals, restriction to the free movement of people and goods, strikes, explosions, natural disasters, disintegration of the atomic nucleus, nor for delays in the execution of the services resulting from the same causes.

5.6 IMPLEMENTATION OF GUARANTEES

Any request for assistance must, under penalty of inadmissibility, be made directly by the INSURE (or any person acting on its behalf) by all the means specified below:

- **or by phone :**

from France	01 48 82 62 35
from abroad	+33 (0)1 48 82 62 35

- **or by fax :**

from France	01 45 16 63 92
from abroad	+33 (0) 1 45 16 63 92

Personal Third-Party Liability

Special Conventions

Ref. TM - RCVP - 0820

1. DEFINITIONS

Bodily injury

Any bodily harm suffered by a natural person and the resulting damages.

Material damage

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

Consequential immaterial damage

Any pecuniary loss resulting from the total or partial deprivation of enjoyment of a good or right, loss of profit, loss of clientele, interruption of service or activity, and which is the direct consequence of bodily injury or property damage covered by the guarantee.

Harmful Fact

Fact which constitutes the cause of the damage.

Absolute Franchise

The amount (or percentage) which remains in any event payable by the Insured on the amount of the indemnity due by the Insurer.

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

Accidental pollution

The emission, dispersion, release or deposition of any solid, liquid or gaseous substance from the atmosphere, land or water that results from a sudden and unforeseen event and that does not occur in a slow, gradual or progressive manner.

Claim

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

Civil liability

Legal obligation incumbent on any person to make reparation for damage caused to others.

Sinister

Any damage or set of damages caused to third parties, engaging the responsibility of the Insured, resulting from a harmful event and having given rise to one or more claims. The harmful event is the one that constitutes the cause of the damage. A set of harmful events having the same technical cause is assimilated to a single harmful event.

Third parties

Any person other than the Insured.

Land motor vehicle

Vehicle that moves on the ground (i.e., other than air or sea), without being connected to a railroad, self-propelled (propelled by its own motive force) and used to transport people (even if only the driver) or things.

2. OBJECT OF THE GUARANTEE

The Insurer guarantees the Insured against the pecuniary consequences of the civil liability that may be incumbent upon him/her due to bodily injury, material and consequential immaterial damages caused to third parties during his/her private life.

Private life means any activity of a non-professional nature.

3. DEFENSE

The Insurer assumes the defence of the Insured under the conditions referred to in Article 6.

4. EXCLUSIONS

THE FOLLOWING ARE EXCLUDED:

THE CONSEQUENCES OF THE INSURED'S INTENTIONAL FAULT.

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

DAMAGE CAUSED BY VOLCANIC ERUPTIONS, EARTHQUAKES, STORMS, HURRICANES, CYCLONES, FLOODS, SEA-RAIDS AND OTHER CATAclysms.

DAMAGES MADE UNAVOIDABLE BY THE VOLUNTARY ACT OF THE INSURED AND WHICH CAUSE THE INSURANCE CONTRACT TO LOSE ITS CHARACTER OF AN ALEATORY CONTRACT GUARANTEEING UNCERTAIN EVENTS (ARTICLE 1964 OF THE CIVIL CODE).

THE FINE AND ANY OTHER CRIMINAL SANCTION PERSONALLY IMPOSED ON THE INSURED.

THE DAMAGE OR WORSENING OF THE DAMAGE CAUSED :

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

THE CONSEQUENCES OF THE PRESENCE OF ASBESTOS OR LEAD IN THE BUILDINGS OR WORKS OWNED OR OCCUPIED BY THE INSURED, OF RESEARCH WORK, DESTRUCTION OR NEUTRALISATION OF ASBESTOS OR LEAD, OR OF THE USE OF PRODUCTS CONTAINING ASBESTOS OR LEAD.

THE CONSEQUENCES OF CONTRACTUAL COMMITMENTS ACCEPTED BY THE INSURER AND WHICH HAVE THE EFFECT OF INCREASING THE LIABILITY THAT WOULD HAVE BEEN INCUMBENT UPON IT IN THE ABSENCE OF THE SAID COMMITMENTS.

IN THE UNITED STATES OF AMERICA AND CANADA :

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

DAMAGES OF THE NATURE OF THOSE REFERRED TO IN ARTICLE L. 211-1 OF THE INSURANCE CODE ON THE OBLIGATION OF AUTOMOBILE INSURANCE AND CAUSED BY MOTORIZED LAND VEHICLES, THEIR TRAILERS OR SEMI-TRAILERS WHOSE OWNERSHIP, CUSTODY OR USE IS INSURED (INCLUDING DUE TO THE FACT OR FALL OF ACCESSORIES AND PRODUCTS USED FOR THE USE OF THE VEHICLE, AND OBJECTS AND SUBSTANCES THAT IT TRANSPORTS).

MATERIAL AND IMMATERIAL CONSEQUENTIAL DAMAGE CAUSED BY FIRE, EXPLOSION OR WATER DAMAGE ORIGINATING IN BUILDINGS OWNED, RENTED OR OCCUPIED BY THE INSURED.

THEFTS COMMITTED IN THE BUILDINGS MENTIONED IN THE PREVIOUS EXCLUSION.

MATERIAL DAMAGE (OTHER THAN THOSE REFERRED TO IN THE TWO PRECEDING EXCLUSIONS) AND CONSEQUENTIAL DAMAGES CAUSED TO PROPERTY FOR WHICH THE INSURED IS RESPONSIBLE IN THE CUSTODY, USE OR DEPOSIT.

THE CONSEQUENCES OF AIR, SEA, RIVER OR LAKE NAVIGATION BY MEANS OF DEVICES OF WHICH IT IS THE OWNER, KEEPER OR USER.

DAMAGE CAUSED BY WEAPONS AND THEIR AMMUNITION WHOSE POSSESSION IS PROHIBITED AND WHICH THE INSURED IS IN POSSESSION OR POSSESSION WITHOUT PREFECTORAL AUTHORIZATION.

DAMAGES THAT ARE SUBJECT TO A LEGAL OBLIGATION OF INSURANCE AND RESULTING FROM THE PRACTICE OF HUNTING.

DAMAGE CAUSED BY ANIMALS OTHER THAN PETS.

DAMAGE CAUSED BY DOGS OF THE FIRST CATEGORY (ATTACK DOGS) AND OF THE SECOND CATEGORY (GUARD AND DEFENSE DOGS), DEFINED IN ARTICLE 211-12 OF THE RURAL AND MARITIME FISHING CODE, AND BY WILD ANIMALS TAMED OR HELD IN CAPTIVITY, MENTIONED IN ARTICLE 212-21 OF THE RURAL AND MARITIME FISHING CODE, STRAY OR NOT, WHICH THE INSURED IS OWNER OR GUARDIAN (LAW N° 99-5 OF JANUARY 6, 1999 RELATING TO DANGEROUS AND STRAY ANIMALS AND TO THE PROTECTION OF ANIMALS).

THE CONSEQUENCES :

- **THE ORGANIZATION OF SPORTS COMPETITIONS;**
- **THE PRACTICE OF SPORTS AS A LICENSEE OF A SPORTS FEDERATION;**
- **THE PRACTICE OF AERIAL OR MOTORIZED WATER SPORTS.**

It is specified that for all claims occurring in the USA, CANADA, the costs of expert appraisal, legal, judicial and trial fees are included in the amount of coverage and subject to the application of the deductible.

5. WARRANTY PERIOD

The cover of the present contract is triggered by the harmful event and covers the Insured against the financial consequences of the loss, as soon as the harmful event occurs between the initial taking effect of the cover and its cancellation or expiry date, whatever the date of the other constituent elements of the loss (Article L. 124-5 of the Insurance Code).

6. AMOUNT OF GUARANTEES

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

The date of the loss is the date of the damaging event. The conditions and amounts of coverage are those in force at that date.

The amount of the guarantee is fixed as follows:

Personal Third Party Liability excluding residents of non-EU and non-Drom countries

Bodily injury, material and immaterial damage	<p>€ 4 500 000 per claim including € 750,000 in material and immaterial damages with an absolute deductible of €150 per claim</p> <p>Limited to €300,000 for the following sports: canyoning, rafting, climbing, mountaineering, skiing, horseback riding, sailing, kitesurfing, scuba diving, caving, bungee jumping, tobogganing, bullfighting.</p>
Property damage and consequential loss with an absolute deductible of €150 per claim	<p>750.000 € par sinistre</p> <p>Limited to €300,000 for the following sports: canyoning, rafting, climbing, mountaineering, skiing, horseback riding, sailing, kitesurfing, scuba diving, caving, bungee jumping,</p>

INFIRMITY BAR

ref TMHCC-BAR-07/20

TOTAL PERMANENT DISABILITY

- Total and incurable insanity resulting directly and exclusively from an accident.	100%
- Complete loss of vision in both eyes	100%
- Complete paralysis resulting directly and exclusively from an accident	100%
- Total loss of member usage	100%

PERMANENT PARTIAL DISABILITY

SKULL AND SPINE	
- Total loss of sight in the eye	40%
- Complete and incurable deafness resulting directly and exclusively from an accident.	45%
- Complete and incurable deafness of one ear	30%
- Fracture of the odontoid process of the axis with displacement: maximum according to stiffness.	30%
- Pronounced fracture or dislocation of the spine with significant spinal stiffness, Sign of radiculomedullary irritation, clinically pronounced deviation of traumatic origin.	25%
- Loss of teeth without prosthesis possible (per tooth)	
- Incisors - canines	0,60%
- Premolar	0,80%
- Molars	1%
- Head trauma accompanied by loss of consciousness with post-concussive phenomena without objective neurological signs.	Maximum 5%.

SENIOR MEMBERS	RIGHT	LEFT
- Amputation or total paralysis of the upper limb	65%	55%
- Amputation of the forearm at the elbow joint	55%	45%
- Total loss of hand or hand use	60%	50%
- Unconsolidated fracture of the humerus (swinging arm)	30%	25%
- Unconsolidated fracture of the forearm (loose pseudoarthrosis of both bones)	25%	20%
- Total loss of both movements		
- of the shoulder	40%	30%
- of the elbow	20* à 25***%	15* à 20***%
- of the wrist	15* à 25***%	10* à 20***%
- Total loss of thumb	22%	18%
- Total loss of index	15%	10%
- Total loss of the medium	12%	10%
- Total loss of two fingers other than thumb and index finger	15%	10%

LOWER MEMBERS	
- Amputation of the thigh at the hip joint or total paralysis of the lower limb	60%
- Amputation of the leg at the knee joint	50%
- Total amputation of a foot, tibia-tarsal disarticulation (Syme)	45%
- Unconsolidated fracture of the thigh - pseudoarthrosis of the femur :	Maximum of 45%.
- Unconsolidated leg fracture - pseudoarthrosis of both bones :	35% maximum
- Unconsolidated fracture of the fibula alone (pseudoarthrosis)	2%
- Total loss of movement :	
- of the hip	30* à 40**%
- of the knee	20* à 30**%
- of the instep	10* à 15**%
- Amputation of the big toe	10%
- Amputation of another toe	3%

*Favorable position**Very favorable position

If it is medically recognized that the Insured is left-handed, the rates provided for the various disabilities of the right upper limb will apply to the left and vice versa.