

GENERAL CONDITIONS

APPLICABLE TO THE BUSINESS OPTION

Ref AMI/B Cov

APRIL MISSION



Information notice – this document is to be retained

For further information about your policy, we can be contacted Monday to Friday from 8.30pm to 6pm – Paris time.
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1. SERVICES AVAILABLE UNDER YOUR POLICY

1.1. YOUR INSURANCE CARD AND EMERGENCY NUMBERS

The numbers indicated on your card are available 24/7 to:

EMERGENCY CONTACT NUMBERS 24/7	
1 For any hospitalisation and medical inquiries*	+33 1 41 61 23 25
2 For repatriation assistance*	+33 1 41 61 23 25
3 For counselling*	+33 1 41 61 23 25
4 For legal assistance*	+33 9 69 32 96 87

*only if cover selected

1. Benefit from the direct payment of *Hospital* charges
2. Benefit from the assistance services in case of emergency
3. Have access to counselling services
4. Request legal assistance

This card facilitates your admission to a medical center in the event of emergency *Hospitalisation*. To simplify procedures, this card contains your policy number and the name of your company.

1.2. REPATRIATION ASSISTANCE

You must obtain prior approval from the *Assistance provider*.

To benefit from the assistance services, please contact Europ Assistance:

- **By phone** on +33 (0)1 41 61 23 25

1.3. COUNSELLING SERVICES

A team of clinical psychologists are available 24/7 to allow you to offload internally accumulated tensions and regain some balance in your life.

To benefit from this service, please dial +33 (0)1 41 61 23 25.

1.4. LEGAL ASSISTANCE

To request legal assistance (see paragraph 6.9), please contact us:

- **By phone** : +33 (0)9 69 32 96 87,
- **By email**: expat@soluciapi.fr.

2. DEFINITIONS

Each term listed below, when written in italics and spelled with a capital letter, has the following meaning:

2.1. DEFINITIONS WHICH APPLY TO ALL RISKS

ABDUCTION/UNLAWFUL DETENTION: the criminal abduction (kidnapping) of a person and their unlawful confinement, brought about by force, in a secret location in an attempt to obtain a ransom.

ACCIDENT: any unintentional physical injury suffered by the *Insured* which is the result of a sudden and unexpected action with an external cause.

The following are classed as *Accidents*:

- > infections directly caused by a covered *Accident*, excluding any infections resulting from human intervention following a covered *Accident*,
- > poisoning and bodily injuries as a result of unintentional ingestion of toxic or corrosive substances,
- > asphyxiation due to an unexpected release of gas or fumes, and drowning,
- > frostbite, heatstroke, sunstroke, starvation and exhaustion following a shipwreck, forced landing, collapse, avalanche and flood,
- > bodily injuries resulting from an *Act of Terrorism* or *Sabotage* or an *Attack* or *Assault* of which the *Insured* was a victim, unless it is proved that they played an active role as perpetrator or instigator of these *Events*.

The following are not classed as covered *Accidents* under this Policy: medical *Accidents*, Stroke, rupture of Cerebral Aneurism, Heart attack or Myocardial Infarction, cerebral embolism and meningeal haemorrhage, subject to the terms of the additional cover applicable in the event of a Heart Attack, Stroke or Rupture of Cerebral Aneurism.

ACT OF TERRORISM OR SABOTAGE AND ATTACKS: an *Act of Terrorism* or *Sabotage* and *Attacks* are any clandestine action with an ideological and/or political motive carried out by individuals or groups directed against persons or public or private entities in order to:

- > carry out a criminal action intended to harm the life of others,
- > alarm the population and create an atmosphere of general insecurity,
- > disrupt public transport and the operation of businesses or institutions manufacturing or processing goods or providing services.

ANEURISM: an *Aneurism* is a localised dilation of the wall of an artery, forming a bulge into the bloodstream with the rupture of this bulge causing a haemorrhage.

ASSAULT: an *Assault* is any unintentional bodily injury to the *Insured*, resulting from the deliberate, sudden and brutal action of another person or group of persons.

ASSISTANCE PROVIDER: assistance services are provided to the *Insured* or to the *Corporate Policyholder* by Europ Assistance.

BAGGAGE: the *Insured's* travel bags and suitcases and the personal effects and items contained therein.

The following are classed as personal items: items with a value greater than or equal to **Five Hundred euros (€500)** as well as jewellery (fine and cultured pearls, precious stones and hard stones) and furs belonging to the *Insured*.

The following are classed as *Baggage*: laptop computers, electronic organisers, audio-visual equipment, cameras, video or hi-fi devices belonging to the *Insured* or the *Corporate Policyholder* and required for the completion of the *Assignment*.

BENEFICIARY: the *Beneficiary* is the person who receives from the insurer the sums due as a result of *Losses* covered under the policy.

In the event of the *Insured's Death*, the *Beneficiary* is:

- > their surviving *Spouse* from whom they were neither divorced nor separated by final judgment on the date of *Death* following an *Accident*,
- > failing which, their *Children* born or unborn, living or represented, in equal parts,
- > failing which, their heirs, in equal parts.

The *Insured* has the right to designate a *Beneficiary* or to substitute one *Beneficiary* for another. This designation or substitution may be carried out either by way of an endorsement to the *Policy* or by completing the formalities set out in Article 1690 of the French Civil Code or by means of a will.

The stipulation under which the benefit of the insurance is allocated to a specific *Beneficiary* becomes irrevocable once it has been accepted by the *Beneficiary* subject to the following conditions: as long as the *Insured* and the stipulator are living, the acceptance is formalised by means of an endorsement signed by *APRIL International Care France*, the stipulator and the *Beneficiary*. It may also be carried out by means of a certified document or private deed signed by the stipulator and the *Beneficiary*, and is then binding on the insurer only when notified in writing.

Persons who deliberately caused the *Accident* or the *Loss* will not be entitled to compensation under the insurance.

BODILY INJURY: Any physical harm suffered by a person.

CESSATION OF BENEFITS: for *Automatically Renewable Policies*: in all cases, benefits come to an end for each *Insured*:

- > on the date of termination of the *Policy*,
- > on the date on which the *Insured* ceases to belong to the insured group, that is ceases to meet the conditions of insurance as described under the definition of '*Insured*',
- > on expiry of the *Insurance Year* during which the *Insured* reaches the age of 70.

For ***Daily Policies***: in all cases, the benefits come to an end for each *Insured* at the date indicated on the *Special Conditions*. the insurance is purchased for the duration specified in the *Special Conditions*.

CIVIL WAR: *Civil War* is defined as two opposing factions in the same country or one part of the population opposing the established order.

CLAIM: a *Claim* is a request for an out-of-court or legal settlement from a *Third Party* or their dependants to the *Insured*, *APRIL International Care* or the insurer.

CLOSE RELATIVE OF THE INSURED: the following are classed as *Close Relatives of the Insured*: the *Spouse*, a first-degree ascendant or descendant, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law or brother-in-law.

COMA: a *Coma* is the total loss of consciousness and awareness which cannot be reversed through stimulation. This medically established state of *Coma* must be the result of a covered *Accident*.

CONSEQUENTIAL FINANCIAL LOSS: any financial loss resulting from the withdrawal of the enjoyment of a right, interruption of a service provided by a person, or by goods and property or the loss of a benefit and directly resulting from *Bodily injury* or *Material damage* covered under the *Policy*.

DEATH: death of an *Insured* following an *Accident* covered under the *Policy*.

DECISION MAKER: an employee is considered to be a *Decision Maker* in the *Corporate Policyholder's company* if they hold the position of Managing Director, Human Resources Director, Security Manager or Risk Manager.

DEPENDENT CHILD: legitimate, natural, acknowledged or fostered *Children* are classed as dependants only in the cases listed below:

- > if they are under the age of 21,
- > if they are over 21 but under 25 and in full-time education (certificate required). Any income or remuneration which they receive annually must be below the French personal income tax threshold,
- > if they are disabled (unable to care for themselves whatever their age),
- > if they were born viable within 300 days of the date of the *Accident* having caused the *Insured's Death*.

DISFIGUREMENT: *Disfigurement* means all fixed disfiguration (scarring or deformities) resulting from a covered *Accident* which persists following *Stabilisation* and which is certified by the competent medical authorities.

EFFECTIVE DATE: date on which cover under the *Policy* takes effect.

EXCESS/WAITING PERIOD: this means:

- > either a fixed amount set by the insurer to be paid by the *Corporate Policyholder* or by the *Insured* in the event of the payment of compensation,
- > or a percentage above which compensation is awarded,
- > or a number of days or months on expiry of which compensation is awarded.

EXCLUSION: that which is not covered under the insurance *Policy*.

EXPATRIATE/SECONDED: this means:

- > any employee of the *Corporate Policyholder* sent on permanent assignment to a country other than their *Home Country* or whose primary place of employment is in a country other than their *Home Country*,
- > any employee of the *Corporate Policyholder* who travels for more than 180 days per year.

It is specified that roles involving repeat assignments of more than 120 non-consecutive days per year in the same country are classed, for the purposes of this *Policy*, as a permanent assignment in that country.

FOREIGN COUNTRIES: any country, territory or possession outside Metropolitan France. By convention, the French overseas departments and regions, overseas countries and territories and overseas collectivities are classed as foreign countries for the purposes of the Medical expenses cover.

FOREIGN WAR: foreign war is defined as a state of armed combat between two or more states with or without a declaration of war.

FORFEITURE: withdrawal of rights to compensation or services provided under the *Policy* due the *Insured's* or the *Corporate Policyholder's* non-compliance with some of their obligations.

HOME: the *Insured's* usual, regular place of residence.

For the purposes of this *Policy*, second homes and holiday homes are not classified as *Home*.

HOME COUNTRY: the *Insured's* country of usual residence or the country of origin before their departure on a *Professional Assignment*. Country of origin means the *Insured's* country of nationality.

HOSPITAL: a *Hospital* is any public or private facility which meets the legal requirements of the country in which it is located and which:

- > receives and cares for the sick or injured who are staying there,
- > admits the sick and injured only under the supervision of the doctors working there who must always be on-site,
- > ensures the proper functioning of the appropriate medical equipment to diagnose and treat these sick or injured persons and, if necessary, be able to perform surgical operations on its premises or in a facility under its supervision,
- > provides care by or under the supervision of nursing staff.

HOSPITALISATION: unforeseen, medically-prescribed stay in *Hospital* for medical or surgical treatment in case of *Accident* or *Illness*.

IDENTITY DOCUMENTS: passport, driving license and vehicle registration card for the *Insured's* vehicle or for the company vehicle.

ILLNESS: any alteration in the state of health confirmed by a qualified medical authority which occurs for the first time during the *Professional Assignment*.

INSURABLE EVENT: any circumstances liable to cause or having caused a *Loss*. A combination of *Insurable Events* with the same cause and origin is classed as a single *Event*.

INSURANCE CARDS: any payment or cash withdrawal cards linked to an account held by the *Insured* and any professional bank cards.

INSURANCE YEAR: period between the *Effective Date* or the renewal date of the *Policy* and its expiry date or the date on which the cover comes to an end.

INSURED: individual(s) insured under this *Policy* and listed in the *Special Conditions*.

In any event, unless by way of exception to the *Special Conditions*, the *Insured* are understood to be:

- > all or some of the employees, interns, officers, managers and directors of the *Corporate Policyholder* carrying out a *Professional Assignment* on behalf of the *Corporate Policyholder*,
- > any person carrying out a *Professional Assignment* on behalf of the *Corporate Policyholder* on condition that they are in possession of an assignment mandate issued by the said company or, failing that, that they can produce any other document proving they are on a *Professional Assignment*,
- > the *Insured's Spouse* and *Dependent Children* accompanying them on *Assignment* subject to the terms and conditions of these general conditions.

The following are not classed as *Insured*:

- > employees with *Expatriate* or *Seconded* status,
- > employees who are neither enrolled in nor insured by French Social Security (or an equivalent European scheme) or by any other complementary healthcare organisation.

KEYS: keys and locks of the *Insured's* main and secondary residences, as well as the keys and locks of their vehicle(s) for private or professional use.

LOSS: for Personal Liability 'Private capacity' cover outside the Home Country: manifestation of *Damage* caused to an injured *Third party* when this *Damage* is likely to trigger the application of cover under the *Policy*.

A *Loss* is also any *Damage* or set of *Damages* caused to a *Third party* incurring the liability of the *Insured* as a result of an *Insurable event* and having given rise to one or several *Claims*.

For other benefits: Event likely to trigger the application of cover under the *Policy*.

For any benefit: All damage arising from the same initial cause constitute one and the same claim.

MATERIAL DAMAGE: any alteration, deterioration, *Loss* or destruction of an object or substance including bodily injury to animals.

MYOCARDIAL INFARCTION: this means the destruction of part of the heart muscle following thrombotic obliteration (formation of a clot) of a coronary artery which normally enables irrigation of the myocardium.

METROPOLITAN FRANCE: this means all European parts of the French Republic including its continental territory and nearby islands in the Atlantic Ocean, the English Channel and the Mediterranean Sea, including Corsica.

POLICY: the legal document including the General conditions and *Special Conditions* by virtue of which *We* agree to pay a benefit to the *Insured* or their *Beneficiary* or *Beneficiaries* in the event of a covered *Loss* in return for payment of an amount known as the *Premium*.

For **Automatically Renewable Policies:** the policy is automatically renewed annually on its anniversary date, unless terminated by either party under the conditions set out in these General conditions.

For **Daily Policies:** the insurance is purchased for the duration specified in the *Special Conditions*.

POLICYHOLDER: individual or corporate entity, hereafter referred to as the *Corporate Policyholder*, who takes out the *Policy*, signs it and agrees to pay the *Premium*.

POPULAR UPRISING: *Popular Uprising* means all internal disturbances characterised by disorder and illegal acts without there being necessarily a revolt against the established order.

PREMIUM: amount paid by the *Corporate Policyholder* in return for cover provided by the insurer.

PROFESSIONAL ASSIGNMENT: any business travel by the *Insured* person anywhere in the world on behalf of the *Corporate Policyholder* and on its authority. It is specified that attending seminars or congresses is classed as business travel and that private activities during a professional assignment are also covered under this *Policy*.

It is understood that the *Insured's* holidays and the commute from *Home* to work are not classed as a *Professional Assignment*.

RESCUE COSTS: these are the transport costs required following an *Accident* from the starting point of the search operations as defined above to the nearest *Hospital*.

RIOT: a riot is any seditious and tumultuous movement accompanied by violence in which part of the population fights against authority for the purpose of political or social demands.

SEARCH COSTS: this is the cost of operations carried out by rescuers or rescue organisations specifically to search for an *Insured* person in a location where there is no organised or nearby means of rescue.

SERIOUS MATERIAL DAMAGE: *Serious Material Damage* is defined as an *Event* such as fire, explosion, implosion, water or storm damage having caused damage of more than 50% to:

- > the *Insured's Home* rendering it uninhabitable,
- > the premises of the *Corporate Policyholder* rendering them unusable.

SERIOUS MEDICAL CONDITION: condition which, in the opinion of the *Assistance Provider*, constitutes a serious medical emergency requiring immediate surgery or hospital treatment to prevent *Death* or a serious deterioration in the *Insured's* immediate or long-term health prospects.

The severity of the *Medical Condition* is determined based on the geographic location of the *Insured*, the nature of the medical emergency and the availability of suitable local medical facilities or care.

SIM CARD: card issued as part of a subscription or a prepaid package used to operate the *Insured's* mobile phone or a professional mobile phone belonging to the *Policyholder*.

SPECIAL CONDITIONS: this is the document which supplements these General conditions to adapt the APRIL Mission Business *Policy* to the particular case of the *Corporate Policyholder*. They include the scope of the benefits, the *Effective Date* and the associated *Premium*.

SPOUSE: a *Spouse* is defined as:

- > the person bound to the *Insured* by marriage and from whom they are not legally separated,
- > the cohabitant: the person who lives with the *Insured* in the same marital relationship as a married couple and who can produce a certificate of cohabitation or shared life,
- > the co-signatory of a Civil Partnership with the *Insured*.

STABILISATION: this is when the state of health stabilises permanently and is unlikely to respond significantly to any treatment. The level of compensation is assessed on the date of *Stabilisation*.

STROKE: a *Stroke* is a sudden neurological deficit of vascular origin caused by infarction or haemorrhage in the brain.

THIRD PARTY: any individual or corporate entity with the exception of:

- > the *Insured* themselves, their *Close Relatives* and the persons accompanying them.
- > the agents of the *Corporate Policyholder*, whether or not they are employees, in the exercise of their functions.

TOTAL OR PARTIAL PERMANENT DISABILITY: this is a total or partial permanent reduction of certain physical, intellectual and/or psycho-sensory functions of an *Insured* person as the result of an *Accident* covered under the *Policy*.

TOTAL PERMANENT DISABILITY: *Total Permanent Disability* means total and irreversible loss of autonomy.

There is *Total Permanent Disability*, where, as a result of a covered personal *Accident*, which occurs after the *Effective date* of cover, it is medically established that the *Insured* can no longer (on a permanent basis) carry out any gainful or profitable activity and that they also require permanent assistance from a third party to perform everyday tasks in accordance with the provisions of the French Social Security Code for category 3 disability pensions (Article L 341.4).

If this condition is permanent and unlikely to improve, and in this case only, the insurer will pay 100% of the insured lump sum. It is specified that *Insured* persons classed as having a category 3 *Disability* by Social Security are considered to be in state of *Total Permanent Disability*.

USA / CANADA: the United States of America and Canada including their territories and possessions.

WAITING PERIOD: period beginning on the *Effective Date* of this *Policy* or from the date of enrolment of new *Insured* members during the *Insurance Year*.

WE/US: APRIL International Care

2.2. DEFINITIONS SPECIFIC TO THE LEGAL PROTECTION COVER

LITIGATION, CONFLICTS AND DISPUTES: disagreement or dispute over a right whose prejudicial or reprehensible nature may give rise to a *Claim* or prosecution opposing the *Insured* and an identified *Third party*.

IDENTIFIED THIRD PARTIES OR OPPOSING PARTIES: an individual or corporate entity, whose identity and address is known to the *Insured*, who is liable for their damages or is contesting one of their rights.

3. BENEFITS AND GEOGRAPHICAL SCOPE OF THE POLICY

The benefits provided under this *Policy* can be claimed worldwide exclusively in the course of *Professional Assignments* carried out by the *Insured* on behalf of the *Corporate Policyholder*.

Benefits take effect from the moment the *Insured* leaves their place of work or their *Home* to go on *Assignment* and come to an end on their return to the first of these two locations.

They can be claimed at any time 24/7 during this period.

The benefits can be claimed by *Insured* persons who extend their trip in a private capacity for a maximum of 15 days.

4. OBLIGATIONS OF THE CORPORATE POLICYHOLDER

4.1. REPORTING THE RISK WHEN PURCHASING THE POLICY

The *Corporate Policyholder* must accurately report all the facts of which they are aware which enable *Us* to assess the risks *We* are covering. These risks are specified in the *Special Conditions* of the policy.

These facts must include:

- > the number of *Insured persons*,
- > the various activities carried out by the *Insured*,
- > the frequency of the *Assignments*,
- > the location of the *Assignment*.

4.2. REPORTING CHANGES TO THE RISK DURING THE LIFE OF THE POLICY

The *Corporate Policyholder* must notify *Us* of any aggravation of the factors contributing to the assessment of the risk covered by the insurer.

If the change in circumstances constitutes an aggravation of the risk such that, if the new state of affairs had existed at the time of purchasing the *Policy*, *We* would not have entered into the contract or would only have done so with a higher *Premium*, *We* may propose a new *Premium* rate.

If the *Corporate Policyholder* does not accept this new *Premium* rate, *We* may terminate the *Policy* with 10 days' notice.

Any intentional concealment or misrepresentation or omission or inaccuracy in the reporting of these facts is penalised, even if it has no impact on the *Claim*, under the terms of Articles L. 113-8 and L. 113-9 of the French Insurance Code:

- in the event of bad faith, by the *Policy* being rendered null and void.
- if bad faith has not been established, by a reduction in the level of compensation based on the *Premiums* paid against the *Premiums* which would have been due if the risks had been fully and accurately reported.

In the event of non-compliance with the obligations of REPORTING THE RISK WHEN PURCHASING THE POLICY and REPORTING CHANGES TO THE RISK DURING THE LIFE OF THE POLICY, the *Corporate Policyholder* may forfeit their right to cover under the plan.

4.3. PAYING THE PREMIUM

The annual *Premium* and administration fees, the amount of which is specified in the *Special Conditions*, as well as the taxes, are payable in advance on the agreed dates.

If the *Premium* is not paid within 10 days of its due date, and irrespective of APRIL International Care's right to enforce the contract by legal means, the benefits may only be suspended 30 days after a registered letter of formal notice has been sent to the *Corporate Policyholder*.

We have the right to terminate the *Policy* 10 days after expiry of the 30-day period specified in the second paragraph of this section.

If the *Policy* is not terminated, it will be revived at noon on the day following the day on which APRIL International Care or the agent appointed by them for this purpose receive the late payment of the *Premium* as well as any costs incurred in respect of legal proceedings and recovery.

5. TERMINATION OF THE POLICY

The *Policy* may be terminated:

5.1. BY THE CORPORATE POLICYHOLDER OR BY APRIL INTERNATIONAL CARE

The *Corporate Policyholder* or APRIL International Care may terminate the *Policy* each year, on the annual expiry date, with at least 2 months' notice.

5.2. BY THE CORPORATE POLICYHOLDER

In application of Article L. 113-4 of the French Insurance Code:

- > if the aggravating circumstances specified in the *Policy* cease to exist and if *We* refuse to reduce the insurance *Premium* accordingly within a period of 10 days from the complaint made by the *Corporate Policyholder* by registered letter,
- > termination takes effect on expiry of a 30-day period following the notification to APRIL International Care,
- > in the event of a pricing increase, the *Corporate Policyholder* may terminate their *Policy* within the 15 days following the date on which they were advised of this increase,
- > termination takes effect on expiry of a 30-day period following notification to APRIL International Care.

5.3. BY APRIL INTERNATIONAL CARE

- > in the event of non-payment of the *Premiums* within the timescales set out in paragraph 4 of these General Conditions (Article L. 113-3 of the French Insurance Code),

- > in the event of aggravation of the risk if the *Corporate Policyholder* does not accept the new *Premium* rate proposed by APRIL International Care within the timescales set out in paragraph 4 of these General Conditions (Article L. 113-4 of the French Insurance Code),
- > in the event of omission or inaccuracy in reporting the risk when purchasing the *Policy* or during the life of the *Policy* (Article L. 113-9 of the French Insurance Code).

5.4. AUTOMATICALLY

- > in the event of the total withdrawal of the insurer's official authorisation (under the terms of article L. 326-12 of the French Insurance Code).

5.5. TERMINATION PROCEDURE

The termination of the *Policy*, by either party, must be notified at least 2 months before the expiry date. The termination by APRIL International Care must be notified to the *Corporate Policyholder* by registered letter.

Where the *Corporate Policyholder* has the option of terminating the *Policy*, they may do so, as they choose, either by registered letter or by means of a statement for which a receipt is obtained at the APRIL International Care head office.

If a registered letter is sent, any termination notice period (other than in cases of non-payment of the *Premiums*) will run from the date shown on the postmark.

If the *Policy* is terminated during an insurance period, the portion of the insurance *Premium* for the remaining period will be refunded to the *Corporate Policyholder* if it was collected in advance. However, this portion of the *Premium* will be retained by APRIL International Care if the *Policy* is terminated for non-payment of the *Premium*.

The termination or non-renewal of the *Policy* has no impact on the benefits paid or claimed during its period.

6. WHAT THE POLICY COVERS AND HOW TO MAKE A CLAIM

6.1. BENEFITS SCHEDULE

The *Corporate Policyholder* and their *Insured* are entitled to the following benefits if they are listed in the *Special Conditions*.

TYPE OF BENEFITS	AMOUNT	TERRITORIALITY
SERVICES AND BENEFITS PRIOR TO TRAVEL		
Information and assistance to the <i>Corporate Policyholder</i>		
> Visa information service	Information and services	Excluding the <i>Insured's Home country</i>
> Vaccination information service	Information and services	
> Medical advice by telephone	Information and services	
> Cancellation or postponement of meetings	Organisation of the service	
> Sending documents which are stolen, lost, unintentionally destroyed or forgotten	Organisation of the service	
> Sourcing of local service providers	Organisation of the service	
> Sending messages	Organisation of the service	
> Assistance with passports or <i>Identity documents</i> which are stolen or unintentionally destroyed	Organisation of the service	
REPATRIATION ASSISTANCE AND EMERGENCY MEDICAL EXPENSES		
Personal assistance		
• Emergency medical transport	Actual costs	Worldwide
• Sending a doctor on site	Actual costs	
• Repatriation to the <i>Insured's Home</i>	Actual costs	
• Return of the accompanying <i>Spouse</i> and <i>Children</i> if the <i>Insured</i> is repatriated	Actual costs	
• Repatriation of the body in case of <i>Death</i>	Actual costs	
• Cost of the coffin	Up to €3,000	
• Accompanying the deceased	return ticket for a close relative and living expenses up to €250 over a maximum period of 3 days	
• Repatriation in case of an <i>Act of Terrorism</i> or <i>Sabotage</i> or an <i>Attack</i> or <i>Assault</i>	Actual costs	
• Travel expenses for a replacement colleague	Actual costs	
• Early return of the <i>Insured</i> in case of the <i>Death</i> or	Actual costs	

<i>Hospitalisation of a Close Relative</i>		
• Early return of the <i>Insured</i> in case of <i>Serious Material Damage to their Home</i>	Actual costs	
• Early return of the <i>Decision Maker</i> in the event of <i>Serious Material Damage</i> to the premises of the <i>Corporate Policyholder</i>	Actual costs	
• Presence of 3 family members to be with the <i>Insured</i> if they are hospitalised	up to €250/day/person capped at a maximum of €5,000	
• Sending essential medication which is unavailable locally	Actual costs	
• Early return home in case of the premature birth of a <i>Child</i>	Actual costs	
• Cover of the cost of extending the <i>Insured's</i> stay	up to €250/day capped at a maximum of €2,000	
• The <i>Insured's</i> return to the <i>Assignment</i> location	Actual costs	
• Sending a doctor in case of <i>Illness</i> or <i>Accident</i> involving a <i>Child</i> at the <i>Insured's Home</i>	Actual costs	
• Childcare for <i>Children</i> under 16	Up to €500 for the entire benefit	Metropolitan France
• Recovery of the <i>Insured's</i> vehicle	Actual costs	
Medical expenses outside the <i>Insured's</i> Home Country		
• Reimbursement of actual costs – No <i>Excess</i>	Unlimited maximum 500 consecutive days of treatment per <i>Claim</i>	Outside the <i>Insured's</i> Home country
• <i>Hospitalisation</i> cover		
Medical expenses in Metropolitan France		
• Reimbursement of expenses resulting from <i>Hospitalisation Abroad</i> during a <i>Professional Assignment</i> – no <i>Excess</i>	Up to €30,000 for 30 days from the <i>Insured's</i> return to France	Metropolitan France
Disfigurement	€3,000	Worldwide
Search and Rescue Costs	Up to €5,000/ <i>Insured</i> and €30,000/ <i>Event</i>	
Compensation for the <i>Death</i> of the rescuer	Up to €20,000	
CRISIS SITUATIONS		
Enforced stay abroad due to an epidemic or natural disaster	€150/day capped at €1,500	Worldwide
Abduction/Unlawful Detention (Benefit not available under a Daily policy)		
• Reimbursement of the abducted <i>Insured's</i> salary	Up to €250,000/calendar year from the 91 st day	Excluding the <i>Insured's</i> Home country
Crisis and Security assistance (Benefit not available under a Daily policy)		
• Political evacuation and natural disasters	Reimbursement of transportation	Excluding the <i>Insured's</i> Home country
ILLNESS OR ACCIDENT RESULTING IN DEATH OR DISABILITY		
Death caused by an Accident	See <i>Special Conditions</i>	
• Family benefit	Death lump sum increased by 10%	Worldwide
• Death lump sum following the Accidental death of the accompanying Spouse	€50,000	
• Death lump sum following the Accidental death of an accompanying child	€10,000	
Additional <i>Death</i> benefit in case of an Air Accident	€30,000	
Total or Partial Disability due to an Accident (European Scale – No <i>Excess</i>)		
• Family benefit	<i>Disability</i> lump sum increased by 10%	
• <i>Total permanent Disability</i>	<i>Disability</i> lump sum increased by 50%	
• Lump sum in case of <i>Permanent Disability</i> due to an <i>Accident</i> involving the accompanying <i>Spouse</i> or <i>Child</i>	€50,000	
Additional benefits in case of <i>Stroke</i>, <i>Rupture of Cerebral Aneurism</i> and <i>Heart Attack</i> or <i>Myocardial Infarction</i> (Benefit not available under a Daily policy)		
•	50% of the <i>Death</i> lump sum capped at €300,000	
Coma of more than 10 days due to an Accident	€100/day from the 11 th day for a maximum of 365 days	

Maximum benefit in case of <i>Death</i> or <i>Disability</i> due to an <i>Accident</i> occurring during a group <i>Event</i>	€30,000,000 following an <i>Event</i> in the air or at sea €50,000,000 following an <i>Event</i> on land	
Support to the family in case of the <i>Insured's Death</i> during their <i>Professional Assignment</i>		
• Psychological support and information on administrative formalities	Access to an expert in psychological support information and services	Metropolitan France
Adjustments to the home in case of <i>Permanent Disability</i> of more than 33%	Up to 15% of the <i>Disability</i> lump sum capped at a maximum of €15,000	
Information on services for managing disability and assistance with readjusting to daily life	Information and services	
Psychological support	Consultations covered up to €2,000	Worldwide
BAGGAGE AND PERSONAL EFFECTS		
Loss, damage, theft or destruction of personal <i>Baggage</i>	Up to €5,000	Worldwide
Loss, damage, theft or destruction of business IT equipment – no <i>Excess</i>	Up to €3,000	
Loss, theft or destruction of samples	Up to €3,000	
Loss or theft of bank cards and <i>Identity documents</i>		
• Loss or theft of bank cards	€3,000	Worldwide
• Loss or theft of <i>Keys</i> or <i>Identity documents</i>	€500	
Fraudulent use of <i>SIM Card</i>	Actual costs	
Personal effects and theft of cash during an <i>Assault</i>		
• Theft of cash	€500	Worldwide
• Personal effects	€1,000	
TRAVEL INCIDENTS		
Travel incidents		
> Flight delays of cancellation, or denied boarding – <i>Waiting period</i> of 4 hours	Up to €300	Worldwide
> Missed connections – <i>Waiting period</i> of 6 hours	Up to €300	
> Delayed <i>Baggage</i> – <i>Waiting period</i> of 24 hours	Up to €600	
> Hijack of the means of transport	Up to €3,000	
> Advance of funds in case of the loss or theft of means of payment	Up to €15 000	
Legal assistance (payment of fees)	up to €20,000	Excluding the <i>Insured's Home country</i>
Advance of bail	up to €60,000	Excluding the <i>Insured's Home country</i>
Compensation for overbooking on a scheduled airline	fixed amount of €50	Worldwide
Cancellation of or change to a <i>Professional Assignment</i>	up to €5,000	
PERSONAL LIABILITY in a private capacity		
> <i>Bodily injury</i> – Worldwide excluding <i>USA and Canada</i>	Up to €7,500,000	Excluding the <i>Insured's Home country</i>
> <i>Bodily injury</i> – <i>USA and Canada</i>	Up to €1,500,000	<i>USA and Canada</i>
> <i>Material Damage and Consequential Financial Loss</i>	Up to €1,500,000	Excluding the <i>Insured's Home country</i>
> Food poisoning	Up to €1,500,000	
> <i>Excess for Material Damage and Consequential Financial Loss</i> combined	€150/ <i>Claim</i>	
LEGAL PROTECTION		
Legal, practical and administrative information service	Information and services	Worldwide
Legal assistance in case of <i>Litigation</i> (defence and remedy)	Up to €16,000/ <i>Litigation/Insurance year</i>	

6.2. SERVICES AND BENEFITS PRIOR TO TRAVEL

6.2.1. INFORMATION AND ASSISTANCE TO THE *CORPORATE POLICYHOLDER*

For details of how to access services, please refer to paragraph 7. *Declarations, required documents and Claims.*

6.2.1.1. VISA INFORMATION SERVICE

On request, Europ Assistance will assist the *Insured* by providing them with information on visa requirements for *Foreign Countries*.

6.2.1.2. VACCINATION INFORMATION SERVICE

On request, Europ Assistance will assist the *Insured* by providing them with information on the required vaccinations for *Foreign Countries*.

6.2.1.3. MEDICAL ADVICE BY TELEPHONE

Europ Assistance will provide the *Insured* with medical information by telephone in respect of the destination countries for the *Assignment*. This advice should not be interpreted as a diagnosis.

6.2.1.4. CANCELLATION OR POSTPONEMENT OF MEETINGS

On the express condition that Europ Assistance has access to the required tools and information, it is agreed that in the event of an *Accident or Illness* resulting in the *Insured* being unable to attend a scheduled business meeting, Europ Assistance will make every effort to:

- notify the relevant person(s).
- contact the relevant person(s) to cancel or postpone the meeting(s). The *Insured* or the *Corporate Policyholder* will be required to provide supporting documentation when making this request.

6.2.1.5. SENDING DOCUMENTS

If any essential documents required by the *Insured* are stolen, lost, unintentionally destroyed or forgotten, Europ Assistance will arrange for copies of the essential documents to be delivered or sent.

Delivery charges are at the expense of the *Corporate Policyholder*.

6.2.1.6. SOURCING OF LOCAL SERVICE PROVIDERS

In the event of the failure of local service providers (guides, secretaries etc.), whose services had been booked and confirmed by the *Corporate Policyholder* prior to the *Insured's* departure, Europ Assistance will contact new local providers and insofar as they are available or exist, will pass on their contact details to the *Corporate Policyholder*.

Europ Assistance's obligation is based only on the provision of means, not results. Fees due to these service providers are, in all cases, payable by the *Corporate Policyholder*.

6.2.1.7. SENDING MESSAGES

If, for reasons beyond the control of the *Corporate Policyholder* or the *Insured*, it is impossible to send an urgent message, Europ Assistance will make every effort to notify the relevant persons. These messages are the sole responsibility of their authors, who must be identified. Europ Assistance acts solely as an intermediary in the transmission of the messages.

6.2.1.8. ASSISTANCE WITH PASSPORTS OR *IDENTITY DOCUMENTS*

In the event of the loss, theft or unintentional destruction of the *Insured's* passport, visa or *Identity documents* during their *Professional Assignment*, Europ Assistance will provide them with the information required to apply for replacement documents.

IMPORTANT: In respect of the benefits described above, Europ Assistance only provides a service. In the event of a *Loss* triggering a *Claim* under:

- 6.2.1.5 and 6.2.1.8: in the event of theft, destruction or loss, the *Insured* must be able to provide the original receipt of the complaint issued by the competent local authorities,
- 6.2.1.4 and 6.2.1.6: the *Corporate Policyholder* must provide any correspondence proving that the relevant services had been confirmed and/or booked.

6.3. REPATRIATION ASSISTANCE AND EMERGENCY MEDICAL EXPENSES:

6.3.1. PERSONAL ASSISTANCE

These benefits apply both *Abroad* and in the *Insured's Home Country*.

For details of how to access services, please refer to paragraph 7. *Declarations, required documents and Claims.*

6.3.1.1. EMERGENCY MEDICAL TRANSPORT

Europ Assistance reserves the absolute right to decide whether the *Insured's Medical Conditions* are sufficiently *Serious* to warrant emergency medical transport.

On the advice of its medical authorities, Europ Assistance will organise, implement and cover the cost of transporting the *Insured* to the nearest medical centre or *Hospital* where the appropriate medical care is available, which may not necessarily be in the *Home Country*. Europ Assistance also reserves the right to decide on the place where the *Insured* is to be transported and the means or methods of doing so, taking into account all the existing facts and circumstances known to Europ Assistance at the time of the *Event*.

This emergency medical transport is carried out either by means of a special medical aircraft, scheduled airline, train, boat or ambulance.

If the *Insured* is evacuated to their *Home*, Europ Assistance reserves the right to use the travel tickets initially purchased for the *Insured's* return trip.

Following the emergency medical transport, if their medical condition allows, the sick or injured *Insured* person will be repatriated to their *Home Country* by scheduled airline, train, boat or ambulance.

Only the Europ Assistance medical authorities are authorised to decide on repatriation, the choice of the means of transport and the place of *Hospitalisation*.

The reservations will be made by Europ Assistance.

6.3.1.2. SENDING A DOCTOR ON SITE

If required by the *Insured's* condition and if circumstances dictate, Europ Assistance may decide to send a doctor or medical team on site to make a better assessment of the measures to be taken and to organise these.

Europ Assistance will cover the travel and consultation costs of the doctor sent for this purpose.

6.3.1.3. REPATRIATION TO THE INSURED'S HOME

Once the *Insured* is able to leave *Hospital*, Europ Assistance will organise and cover the cost of repatriating the *Insured* to their *Home*.

The repatriation, and the most suitable means, are decided and chosen by Europ Assistance.

6.3.1.4. RETURN OF THE ACCOMPANYING SPOUSE AND CHILDREN IF THE INSURED IS REPATRIATED

Europ Assistance will organise and cover the cost of the return of the accompanying *Spouse* and *Dependent Children* if the *Insured* is repatriated to their *Home* insofar as the means initially planned for their return can no longer be used because of this repatriation.

The repatriation, and the most suitable means, are decided and chosen by Europ Assistance.

6.3.1.5. REPATRIATION OF THE BODY IN CASE OF DEATH

In the event of the death of an *Insured* person, Europ Assistance will cover the cost and organise the transportation of the body to their *Home*. The cost of the coffin is covered up to a **maximum amount of three thousand euros (€3,000)**.

This service also applies to the transportation of a body which had been temporarily buried in accordance with local customs or requirements to be reburied or cremated in the *Insured's Home Country*.

The cost of the burial, embalming and ceremony, unless they are mandatory under local legislation, will not be covered by Europ Assistance.

6.3.1.6. ACCOMPANYING THE DECEASED

If, as a result of the *Death* of an unaccompanied *Insured* person during their *Assignment*, the presence of a family member is found to be required in order to identify the body and/or arrange repatriation or cremation formalities, Europ Assistance will provide a return ticket (tourist class) or train ticket (1st class) to a relative who had remained in the *Home Country*, to go to the place where the deceased is located.

Europ Assistance will cover living expenses up to a **maximum amount of Two Hundred and Fifty euros (€250)** over a maximum period of 3 days.

6.3.1.7. REPATRIATION OF THE INSURED IN THE EVENT OF AN ACT OF TERRORISM OR SABOTAGE OR AN ATTACK OR ASSAULT

If the *Insured* is a direct victim of an *Act of Terrorism* or *Sabotage* or an *Attack* or *Assault* resulting in *Bodily Injury* or a state of shock, Europ Assistance will organise the *Insured's* repatriation to their *Home Country*.

The repatriation, and the most suitable means, are decided and chosen by Europ Assistance.

6.3.1.8. COVER OF TRAVEL EXPENSES FOR A PERSON CHOSEN BY THE CORPORATE POLICYHOLDER TO REPLACE THE INSURED

In the event of *Death*, repatriation recommended by Europ Assistance or a period of sick leave from work of more than 30 days (requiring repatriation) confirmed by a competent medical authority in agreement with its doctors, Europ Assistance will cover the cost of a one-way airline ticket (tourist class) or train ticket (1st class) to allow the person designated by the *Corporate Policyholder* to replace the *Insured*.

If the *Insured's* return ticket has been used for their repatriation, Europ Assistance will cover the cost of a round trip ticket for the replacement colleague.

This benefit and the 'Returning the *Insured* to the *Assignment* location following *Stabilisation*' benefit cannot be combined if they are the result of the same *Event*.

6.3.1.9. EARLY RETURN HOME OF THE INSURED DUE TO THE DEATH OR HOSPITALISATION OF A CLOSE RELATIVE

If the *Insured* needs to interrupt their stay while on *Professional Assignment* due to the death or *Hospitalisation* of a *Close Relative*, Europ Assistance will provide and cover the cost of a round trip airline ticket (tourist class) or train ticket (1st class) from the *Assignment* location to the place of burial or *Hospitalisation* in the *Insured's Home Country*.

This benefit is provided insofar as the *Insured* cannot use the travel tickets allocated for their *Professional Assignment*. Europ Assistance reserves the right to use the *Insured's* return ticket if this ticket can be exchanged or amended.

6.3.1.10. EARLY RETURN OF THE *INSURED* IN CASE OF *SERIOUS MATERIAL DAMAGE* TO THEIR *HOME*

In the event of *Serious Material Damage* (more than 50%) to the *Insured's Home* which imperatively requires them to be present on site, Europ Assistance will organise and cover the cost of a round trip airline ticket (tourist class) or train ticket (1st class) to allow them to return to their damaged *Home*.

This benefit is provided insofar as the *Insured* cannot use the travel tickets allocated for their *Professional Assignment*. Europ Assistance reserves the right to use the *Insured's* return ticket if this ticket can be exchanged or amended.

6.3.1.11. EARLY RETURN OF THE *DECISION MAKER* IN THE EVENT OF A *SERIOUS EVENT* OCCURRING ON THE PREMISES OF THE *CORPORATE POLICYHOLDER*

In the event of:

- *Serious Material Damage* (more than 50%) to the premises of the *Corporate Policyholder*,
- the death of a close colleague,
- the *Hospitalisation* for more than 7 consecutive days of a close colleague due to which the presence of the *Insured*, as a *Decision Maker* of the *Corporate Policyholder*, on the site of the *Event* is essential.

Europ Assistance will organise and cover the cost of a round trip airline ticket (tourist class) or train ticket (1st class) from the assignment location to the site of the *Corporate Policyholder*.

This benefit is provided insofar as the *Insured* cannot use the travel tickets allocated for their *Professional Assignment*. Europ Assistance reserves the right to use the *Insured's* return ticket if this ticket can be exchanged or amended.

6.3.1.12. VISITING THE *INSURED* IN HOSPITAL

If the *Insured* is hospitalised and if their condition prevents them from being repatriated to their *Home Country*, Europ Assistance will provide a round trip airline ticket (tourist class) or train ticket (1st class) for 3 family members to visit the *Insured* in *Hospital*. Only trips starting from the *Insured's Home Country* will be covered.

Europ Assistance will organise hotel accommodation for these persons and cover the cost of their expenses actually incurred (original supporting documents must be provided) **up to a maximum of Two Hundred and Fifty euros (€250) per day and per person up to a maximum amount of Five Thousand euros (€5,000)**.

It should be noted that cover is strictly limited to the cost of the hotel room and no other expenses will be reimbursed.

6.3.1.13. SENDING ESSENTIAL MEDICATION NOT AVAILABLE LOCALLY

If an *Insured* person travelling *Abroad* is unable to source required medication (or an equivalent) locally, Europ Assistance will source and dispatch it as quickly as possible insofar as national and international legislation allows. Europ Assistance cannot be held responsible for delays caused by the transport organisations handling the delivery or for any unavailability of the medicines.

The *Insured* agrees to reimburse Europ Assistance for these medicines within 3 months of receipt.

This benefit will not be provided for long-term treatments which require regular deliveries throughout the *Assignment*, requests for vaccines or contraception.

6.3.1.14. EARLY RETURN HOME IN THE EVENT OF THE PREMATURE BIRTH OF A *CHILD* OF THE *INSURED*

If the *Insured* needs to break off their *Professional Assignment* because of their *Spouse's* early labour on the advice of an obstetrician and only for strictly pathological reasons, Europ Assistance will organise and cover the cost of an airline ticket (tourist class) or train ticket (1st class) to allow them to return *Home*.

The decision to induce labour must be made by a doctor as the result of to a *Serious Medical Condition* and must take place before the seventh week preceding the date initially set for the birth.

If, in order to avoid risk to the *Spouse* and/or the *Child*, the obstetrician decides to induce labour before the *Insured's* arrival, Europ Assistance, insofar as the medical details can be passed on and within the bounds of patient confidentiality, agrees to keep the *Insured* informed of developments with regard to the condition of their *Spouse* and *Child*.

6.3.1.15. COVER OF THE COST OF EXTENDING THE *INSURED'S* STAY

If the state of health of the *Insured* does not warrant *Hospitalisation*, if Europ Assistance cannot repatriate them and the scheduled duration of the *Assignment* is over, Europ Assistance will cover the cost of extending the stay **up to a maximum amount of Two Hundred and Fifty euros (€250) per day** until the *Insured* is repatriated with a **maximum of Two Thousand euros (€2,000)** for the entire benefit.

6.3.1.16. THE *INSURED'S* RETURN TO THE *ASSIGNMENT* LOCATION

If, after the *Insured's* repatriation to their *Home* following a covered *Illness* or *Accident*, and if their state of health has stabilised, Europ Assistance will provide them with an airline ticket (tourist class) or train ticket (1st class) to allow them to return to the *Assignment* location.

This benefit and the benefit in respect of 'Cover of travel costs for a person chosen by the *Corporate Policyholder* to replace the *Insured*' cannot be combined if they are the result of the same *Event*.

6.3.1.17. SENDING A DOCTOR IN CASE OF ILLNESS OR ACCIDENT INVOLVING A CHILD IN THE INSURED'S HOME

In the event of an *Illness* or *Accident* affecting a *Dependent Child* in the *Insured's Home*, and if the *Insured* and their *Spouse* are *Abroad*, Europ Assistance will organise and cover the cost of a doctor's home visit to the *Dependent Child*. Should the *Child's* condition deteriorate, Europ Assistance will organise and cover the cost of their transfer by ambulance from the *Home* to the *Hospital* best able to provide the prescribed treatment.

This benefit is only available in *Metropolitan France*.

6.3.1.18. CHILDCARE FOR CHILDREN UNDER 16

If the *Insured* is hospitalised during an *Assignment* and their *Spouse* is visiting the patient, and if the children cannot be left alone or in the care of a friend or relative, Europ Assistance will organise and cover the cost of:

EITHER:

- care of the *Children* in the *Insured's Home* as far as local availability allows and up to a maximum of 2 days at 10 hours per day.
- covered costs are **limited to Five Hundred euros (€500)** for the entire benefit.

or:

- the provision of a round trip, economy class airline ticket or first class train ticket to a person designated by the *Insured* and residing in Metropolitan France enabling them to travel to the *Insured's Home* to care for the *Children*.

The *Insured* can choose between these two options but they cannot be combined. This benefit is only available in *Metropolitan France*.

6.3.1.19. RECOVERY AND RETURN OF THE INSURED'S VEHICLE

If the *Insured* uses a personal or company motor vehicle to complete the *Assignment*, in whole or in part, and if during this *Assignment*, following a covered *Accident* or *Illness*, the *Insured* is hospitalised for more than 10 days or is repatriated but wholly unable to drive, and if no accompanying *Spouse* and/or *Child* or colleague is authorised to drive the vehicle, Europ Assistance will organise and cover the travel costs for a relative of the *Insured*, residing in the same *Home Country* as them, to recover the vehicle and bring it back to the *Insured's Home*.

Europ Assistance will cover:

- the cost of a taxi if the outward journey is less than 30 kilometres.
- the cost of a train ticket (1st class) if the outward journey is 30 kilometres or more.
- the cost of an airline ticket (economy class) if the journey by train is more than 5 hours.

This benefit is only available in *Metropolitan France*. The *Spouse* and *Children* accompanying the *Insured* on a *Professional Assignment* are not entitled to this benefit. Only Europ Assistance is authorised to decide on the choice of route and the means of transport available to the person designated by the *Insured*. Europ Assistance does not reimburse the costs of parking or guarding the motor vehicle, fuel costs, expenses incurred as a result of a breakdown during the return journey and the cost of tolls and fines.

6.3.1.20. SPECIFICS OF ASSISTANCE INTERVENTIONS

Assistance benefits are not intended as compensation but are essentially benefits in kind. As a result, services which were not requested during the *Professional Assignment* or which were not organised by Europ Assistance give no entitlement to reimbursement or compensation.

6.3.2. MEDICAL EXPENSES OUTSIDE THE INSURED'S HOME COUNTRY

This benefit applies during *Professional Assignments* worldwide excluding the *Home Country*.

Although the benefit amount is unlimited, cover is limited to 500 consecutive days of treatment per *Claim*, in the event of an *Accident* or *Illness*.

Europ Assistance will advance and cover the costs incurred for *Hospitalisation* as well as the cost of all consultations, pharmacy items, X-rays and diagnostic tests, after deduction of the reimbursements from French Social Security and any other supplementary benefit providers.

All of these costs must be prescribed exclusively by a practitioner who is legally authorised to practise and who holds the diplomas required in the country where they operate.

In the event of *Hospitalisation* at the *Assignment* location, the associated costs will be covered directly by Europ Assistance. In all cases, the *Insured* agrees to submit their *Claim* for reimbursement to their Social Security organisation, their supplementary insurance provider and any insurance or death and disability organisation to which they can make a *Claim*, and to repay the sums received to Europ Assistance. In the event of *Hospitalisation*, the *Insured* must contact Europ Assistance on arrival at the Admissions Department.

Hospitalisation costs will not be covered if the *Insured* does not notify the *Assistance Provider* or arrange for the *Assistance Provider* to be notified prior to any medical intervention.

Other medical expenses are reimbursed to the *Insured* on receipt by the insurer of all supporting documentation.

The cost of dental care following a covered *Accident* is **limited to Three Hundred euros (€300) per tooth with a maximum per Claim of Two Thousand euros (€2,000)**.

The cost of optical, dental and hearing prostheses, following a covered *Accident*, is **limited to Five Hundred euros (€500) per prosthesis**.

6.3.3. MEDICAL EXPENSES IN METROPOLITAN FRANCE

The insurer will reimburse the *Insured* for medical expenses in *Metropolitan France* which are the consequence of covered *Hospitalisation* during a *Professional Assignment* abroad.

The insurer will reimburse up to a maximum amount of **Thirty Thousand euros (€30,000)** expenses incurred during the 30 days following the *Insured's* return to *Metropolitan France*.

The benefit applies exclusively as a supplement to the reimbursements from French Social Security and/or any other supplementary benefits organisation.

6.3.4. DISFIGUREMENT

In the event of *Disfigurement* following an *Accident* resulting from a covered *Event*, the insurer will pay a **maximum amount of compensation of Three Thousand euros (€3,000)** in proportion to the degree of *Disfigurement* determined by the competent medical authority. The lump sum is paid only after stabilisation of the injury and a medical certificate describing the after-effects must be produced.

6.3.5. SEARCH AND RESCUE COSTS

The insurer will cover **up to Five Thousand euros (€5,000)** per *Insured* and **Thirty Thousand euros (€30,000)** per *Event* in respect of *Search Costs* and *Rescue Costs* advanced by the local authorities but which the *Insured* is required to reimburse.

The insurer will pay a **lump sum of Twenty Thousand euros (€20,000)** in the event of the *Death* or *Total Permanent Disability* of either the rescuer or a person who is not employed by the *Corporate Policyholder* as a result of an *Insured* member being rescued.

6.4. CRISIS SITUATIONS:

6.4.1. ENFORCED STAY ABROAD DUE TO AN EPIDEMIC OR NATURAL DISASTER

When an *Insured* member on a *Professional Assignment* outside their *Home Country* is unable to leave the country of their *Assignment* location by order of the competent authorities due to an epidemic or natural disaster, the insurer will pay the *Insured* an allowance on presentation of invoices **up to a maximum amount of One Hundred And Fifty euros (€150) per day of enforced stay up to a maximum amount of One Thousand Five Hundred euros (€1,500)**.

If more than one *Insured* is covered by this benefit during the same *Assignment*, the total amount of daily compensation **may not exceed the sum of Four Thousand Five Hundred euros (€4,500) per event**, regardless of the duration of the enforced stay.

6.4.2. ABDUCTION/UNLAWFUL DETENTION – REIMBURSEMENT OF THE ABDUCTED INSURED'S SALARY

The insurer agrees to reimburse the *Corporate Policyholder* for the salary paid to the *Insured*, as well as Social Security contributions, **up to a maximum amount of Two Hundred And Fifty Thousand euros (€250,000) per calendar year**. Compensation will be calculated on a pro rata basis for the period during which the *Insured* is unlawfully detained. This benefit applies from the 91st day following the date of *Unlawful detention*. The duration of compensation by the insurer is 3 years maximum.

The *Corporate Policyholder* agrees to:

- provide the insurer with any information which may assist in the assessment of the *Loss*,
- declare the *Loss* to the local authorities and provide the insurer with all supporting documents relating to this declaration.

The 'Reimbursement of salary' benefit is only available outside the *Home Country* and is not available under a Daily policy.

6.4.3. POLITICAL EVACUATION AND NATURAL DISASTERS

If, on the advice of the local authorities or the authorities in their *Home Country*, as a result of *Events* rendering the political regime unstable or due to natural disasters such as earthquakes or floods, the *Insured* is obliged to leave the *Assignment* location, they will, on their return to the *Home Country*, send the insurer all supporting documents enabling them to be reimbursed for the cost of the return trip up to the price of an airline ticket (tourist class) or train ticket (1st class).

This benefit is available only outside the *Home Country*.

This benefit is not available under a Daily policy.

6.5. ILLNESS OR ACCIDENT RESULTING IN DEATH OR DISABILITY:

6.5.1. DEATH CAUSED BY AN ACCIDENT

Accidental *Death* is covered if it is specified in the *Special Conditions*.

If an *Insured* member is the victim of an *Accident* and dies as a result within 24 months of its occurrence, the insurer will pay the *Beneficiary* the amounts specified in the *Special Conditions*.

This lump sum is increased by 10% if the *Insured* has a *Spouse* and/or *Children* who are dependent on them for tax purposes, irrespective of the number of persons in their family.

In the event of the accidental *Death* of the *Spouse* accompanying the *Insured* during the *Professional Assignment*, the insurer will pay the *Beneficiary* a **lump sum of Fifty Thousand euros (€50,000)**.

In the event of the accidental *Death* of a *Child* accompanying the *Insured* during the *Professional Assignment*, the insurer will pay the *Beneficiary* a **lump sum of Ten Thousand euros (€10,000) per Child**.

Disappearance:

If the *Insured's* body is not recovered following a shipwreck or the disappearance or destruction of the means of transport in which they were travelling, *Death* is presumed to have occurred on the expiry of a period of 1 year from the day of the *Accident*.

The benefit is paid on production of the declaratory judgment of *Death*.

However, if it is proved at any time following payment of the lump sum to the *Beneficiary* that the *Insured* is still alive, the amount paid on presumption of *Death* must be repaid in full to the insurer by the *Beneficiary* with the *Insured* as guarantor.

6.5.2. DEATH IN AN AIR ACCIDENT

In the event of the *Insured's Death* during a *Professional Assignment* on behalf of the *Corporate Policyholder* following a covered air *Accident*, the insurer will pay the *Beneficiary* a lump sum of **Thirty Thousand euros (€30,000)** in addition to the lump sums specified in the *Special Conditions*.

The *Insured* is covered from the time of boarding the aircraft until they disembark.

The *Spouse* and *Children* accompanying the *Insured* on the *Professional Assignment* are not covered by this benefit.

6.5.3. TOTAL OR PARTIAL PERMANENT DISABILITY DUE TO AN ACCIDENT

Accidental *Permanent Disability* is covered if it is specified in the *Special Conditions*.

If an *Insured* is involved in an *Accident* leaving them either partially or totally disabled, the insurer will pay the *Insured* the amount obtained by multiplying the amount shown in the *Special Conditions* by the degree of *Disability* as defined by the European Scale for the Evaluation of Physical and Mental Impairment in force on the date of the operative event.

Family benefit:

This lump sum is increased by 10% if the *Insured* has a *Spouse* and/or *Children* who are dependent on them for tax purposes, irrespective of the number of persons in their family.

Total permanent disability:

If the *Insured* suffers *Total Permanent Disability* due to an *Accident*, the basic lump sum, including the family benefit if applicable, is increased by 50%.

Lump sums for the Spouse and Child(ren):

In the event of *Permanent Disability* due to an *Accident* affecting the *Spouse* or a *Dependent Child* accompanying the *Insured* during the *Professional Assignment*, the lump sum used as the basis for calculating the compensation to be paid to the victim is **Fifty Thousand euros (€50,000)**.

The degree of *Disability* is determined as soon as the *Insured's* condition has *Stabilised* and no later than the expiry of a period of 3 years from the date of the *Accident*.

For cases of *Disability* which do not figure on the scale, the degree of *Disability* is determined by comparing its severity with cases which are specified.

The assessment of lesions to a limb or organ cannot be influenced by a pre-existing state of *Disability* of another limb or organ.

If the consequences of the *Loss* are aggravated by the existence of an *Illness*, physiological condition or by the refusal or negligence of the *Insured* to submit to the medical care required by their condition, the level of compensation is set on the basis of consequences which the same *Loss* would have had on a normally healthy person who did not have a *Disability* and who had undergone the appropriate medical treatment. If several limbs or organs are affected by the same *Accident*, the degrees of *Disability* are combined but cannot exceed 100%.

Degrees of *Disability* are determined without consideration to professional, social or family circumstances. In the event of *Death* before final *Stabilisation* of the *Disability*, the lump sum due in the event of *Death* is paid less any amounts already paid in respect of *Disability*.

Benefits in respect of '*Death due to an Accident*' and '*Total or Partial Permanent Disability due to an Accident*' cannot be combined if they are the result of the same *Event*.

6.5.4. ADDITIONAL BENEFITS IN CASE OF STROKE OR RUPTURE OF CEREBRAL ANEURISM AND HEART ATTACK OR MYOCARDIAL INFARCTION

The insurer will cover the principal *Insured* in the event of *Stroke* or rupture of *Cerebral Aneurism*, or *Heart Attack* or *Myocardial Infarction* occurring exclusively during a *Professional Assignment*. If these covered events have resulted in the *Insured's Death*, the compensation paid by the insurer to the *Insured's Beneficiaries* is equal to 50% of the lump sum provided for in the *Special Conditions* in the event of *Accidental Death* up to a maximum amount of **Three Hundred Thousand euros (€300,000)**.

This cover is granted on the dual condition that this is the first time the *Insured* has suffered a *Heart Attack*, a ruptured *Aneurism* or a *Myocardial Infarction* and that the *Insured* has never received any medical treatment for this type of *Illness* or pathology.

The *Spouse* and *Children* accompanying the *Insured* on the *Professional Assignment* are not covered by this benefit.

The additional benefit in respect of '*Stroke*, rupture of *Cerebral Aneurism* and *Heart Attack* or *Myocardial Infarction*' is not provided under a Daily policy.

6.5.5. COMA DUE TO AN ACCIDENT

If an *Insured* is involved in a covered *Accident* and is medically certified to be in a state of *Coma* for an uninterrupted period of more than 10 days, the insurer will pay the designated *Beneficiary* of the *Death* benefit compensation of One Hundred euros (€100) for each day of *Coma* for a maximum period of 365 days. The *Beneficiary* must make this request in writing.

The amount paid in respect of this benefit will be deducted from the compensation provided for in the event of '*Death* or *Total or Partial Permanent Disability due to an Accident*'.

The *Spouse* and *Children* accompanying the *Insured* on the *Professional Assignment* are not covered by this benefit.

6.5.6. COVERED GROUP EVENT

If several *Insured* members are involved in an *Accident* during the same, single group *Event* covered under the *Policy*, the total amount of compensation for *Death* and *Permanent Disability*, including any additional lump sums, **cannot exceed Thirty Million euros (€30,000,000) following an Event in the air or at sea or Fifty Million euros (€50,000,000) following an Event on land.**

Should the combined insured lump sums exceed this amount, compensation is then reduced in proportion to the number of victims and paid in proportion to the sums insured in respect of each of them.

6.5.7. SUPPORT TO THE FAMILY IN CASE OF THE *INSURED'S DEATH IN AN ACCIDENT DURING THE PROFESSIONAL ASSIGNMENT*

6.5.7.1. PSYCHOLOGICAL SUPPORT

Europ Assistance makes psychological support available to the *Spouse* and/or *Dependent Children* of the *Insured* who died in an *Accident* during the *Professional Assignment*.

The clinical psychologist will provide the *Insured's Spouse* and/or *Dependent Children* with wholly confidential medical and psychological support to help them deal with the distress suffered as a result of the *Event*.

The psychologist will help them identify, assess and organise their personal, family, social and medical resources to help them get through this difficult time.

The service is provided by telephone. By simply making a phone call, an appointment is arranged with an Europ Assistance psychologist who will return the call to begin the process. If necessary, the *Beneficiary* may be put in direct contact with a psychologist, provided one of the psychologists from the Europ Assistance team is available at that time. The interviews are strictly confidential and comply with the codes of ethics in force.

The support provided is limited to a maximum of 2 interviews. If the situation requires longer-term monitoring by a field practitioner, the psychologist will make a referral to the treating doctor.

6.5.7.2. PROVISION OF INFORMATION ON THE ADMINISTRATIVE PROCEDURES TO BE COMPLETED FOLLOWING THE ACCIDENTAL DEATH OF THE *INSURED*

Europ Assistance provides the *Spouse* and/or *Dependent Children* of the *Insured* who died in an *Accident* during the *Professional Assignment* with information on the administrative procedures to be completed.

This information covers:

- financial accounts (bank accounts, Post Office accounts and savings accounts),
- the employer, the French employment agency and the school,
- the various funds (primary health insurance and/or old-age pension, supplementary pension funds, family allowance and supplementary health insurance) for the transfer of entitlement,
- insurance (car, rental, personal liability etc.) and inheritance (solicitor),
- credit agencies, services or subscriptions (electricity, gas, water, telephone and television), taxes (including the vehicle registration document).

With regard to these benefits, Europ Assistance provides an information service only in respect of French administration and legislation and strictly and exclusively in *Metropolitan France*.

6.5.8. ADJUSTMENTS TO THE HOME

In the event of a *Disability* due to the *Insured's* involvement in an *Accident* where the *Disability* is greater than 33%, and resulting from a covered *Accident*, the insurer will pay 15% of the insured lump sum in respect of *Permanent Disability* due to an *Accident* capped at a maximum amount of Fifteen Thousand euros (€15,000).

This additional lump sum will be paid to the victim only:

- on presentation of invoices relating to adjustments made to the *Home* in order to adapt it to the *Disability* resulting from the *Insured's* involvement in an *Accident*,

AND

- if these adjustments have been advised by Europ Assistance as part of the information provided on services for the management of disability and assistance with readjusting to daily life according to the conditions set out below.

6.5.9. INFORMATION ON SERVICES FOR THE MANAGEMENT OF *DISABILITY* AND ASSISTANCE WITH READJUSTING TO DAILY LIFE

In the event of a *Disability* of more than 33% resulting from the *Insured's* involvement in an *Accident* which is recognised and compensated by the insurer of this *Policy*, and resulting from a covered *Accident*, Europ Assistance will organise, but will not cover the cost of, the intervention of occupational therapists and housing professionals in the field of *Disability* to assess the adaptation of the *Home* to the *Insured's Disability* and to offer advice on medical equipment and/or prostheses.

Information service on services for the management of disability:

- information on social security organisations and eligibility for benefits,
- information on the reimbursement of medical expenses and *Hospitalisation*,
- information on daily allowances and formalities to be completed with regard to the employer,
- information on *Disability* pensions,
- information on family allowances and social care,
- information on assistance for the disabled,
- information on useful telephone numbers in France,
- information on the addresses of various associations,
- information on adapting the home to the *Insured's* type of handicap and/or *Disability*,
- information on recommended medical equipment and/or prostheses,
- information on contacting occupational therapists,
- information on contacting home adaptation specialists,
- information on social services.

With regard to these benefits, Europ Assistance provides an information service only in respect of French administration and legislation and strictly and exclusively in *Metropolitan France*.

6.5.10. PSYCHOLOGICAL ASSISTANCE

In the event of the *Insured's Death* or *Permanent Disability* due to a covered *Accident* or in the event of *Bodily Injury* due to an *Act of Terrorism* or *Sabotage* or an *Attack* or *Assault*, the insurer will reimburse the cost of the consultations with a psychologist, **up to Two Thousand euros (€2,000)** per *Claim*.

This reimbursement is paid:

- in the event of the *Insured's Death*, to their *Beneficiary*.
- in other cases, to the *Insured* themselves.

The *Spouse* and *Children* accompanying the *Insured* on the *Professional Assignment* are not covered by this benefit.

6.6. BAGGAGE AND PERSONAL EFFECTS:

6.6.1. LOSS, DAMAGE, THEFT OR DESTRUCTION OF PERSONAL BAGGAGE AND BUSINESS IT EQUIPMENT

6.6.1.1. PURPOSE OF THE INSURANCE

The insurer will cover:

- loss and damage,
- theft as a result of breaking and entering, *Assault* or with blatant use of force,
- total or partial destruction,
- theft and destruction of personal effects and items left in the boot of a parked vehicle between 7am and 10pm with obvious forced entry.

The insurer will cover the *Loss* only if:

- the loss, damage or destruction occurred while the *Baggage* was in the care of a carrier and had been checked in. The *Insured* must reserve all rights vis-a-vis the carrier in accordance with the required timescales and procedures and provide documentary evidence of this to the insurer,
- the loss, damage or destruction is due to a disaster such as fire, flood, collapse or an *Act of Terrorism*,
- the theft has been reported to the local authorities and the *Insured* has sent the original report receipt to the insurer,
- the theft of personal effects and items left in the boot of a car is covered only if the items were out of sight and if the insurer is provided with the police report.

These benefits are available throughout the entire duration of the *Professional Assignment*.

6.6.1.2. LIMITS ON COVER

Cover of the *Insured's Baggage* and personal effects and items valued at less than Five Hundred euros (€500) is **limited to Five Thousand euros (€5,000)**.

- Cover of valuables, jewellery and furs is limited to 30% of the amount provided under the '*Baggage*' cover.
- Cover of IT equipment belonging to the *Insured* or the *Corporate Policyholder* is **limited to Three Thousand euros (€3,000)**.

6.6.1.3. CALCULATION OF COMPENSATION FOR VALUABLES, JEWELLERY AND FURS

Compensation is based on the 'new for old' value on the day of the *Loss* but capped at 33% of the amount insured under the '*Baggage*' cover.

A personal amateur evaluation will not be considered.

6.6.1.4. CALCULATION OF COMPENSATION FOR IT EQUIPMENT

Compensation for both IT equipment and valuables is calculated:

- in the event of partial *Loss*: the cost of the necessary repairs, without exceeding the full replacement value on the day of the *Loss*, less depreciation as estimated by a valuer, and the salvage value **up to a maximum of Three Thousand euros (€3,000)**,
- in the event of total *Loss*: up to the full replacement value on the day of the *Loss* less depreciation as estimated by a valuer, and the salvage value **up to a maximum of Three Thousand euros (€3,000)**.

Depreciation:

- 10% per year for the first 5 years
- 20% per year the following years.

In all cases, the *Insured* must provide invoices for the purchase of the original equipment or its replacement.

6.6.1.5. CALCULATION OF COMPENSATION FOR THE INSURED'S BAGGAGE, PERSONAL EFFECTS AND ITEMS OTHER THAN THOSE LISTED UNDER 6.6.1.3. AND 6.6.1.4. ABOVE.

During the first year following the purchase, the reimbursement is calculated at 75% of the purchase price. From the second year following the purchase, the reimbursement is reduced by 10% per year.

6.6.2. LOSS, THEFT OR DESTRUCTION OF SAMPLES

If an *Insured* needs to cut short a *Professional Assignment* covered under this *Policy* because they are unable to continue their work due to the loss, theft or destruction of samples, demonstration devices or prototypes of products required for the successful completion of their *Assignment*, the insurer will reimburse travel and subsistence expenses for the curtailed trip, up to a **maximum amount of Three Thousand euros (€3,000)** on production of supporting documentation.

6.6.3. THEFT OR LOSS OF BANK CARDS AND IDENTITY DOCUMENTS

6.6.3.1. LOSS OR THEFT OF BANK CARDS

The insurer will cover any financial losses suffered by the *Insured* as a result of the fraudulent use by a *Third party* of their Insured Card which is lost or stolen during a *Professional Assignment* from the time the Insured Card is lost or stolen until the card is blocked by the relevant bank. Compensation is limited to **Three Thousand euros (€3,000)** per *Insured* per year.

6.6.3.2. LOSS OR THEFT OF KEYS OR IDENTITY DOCUMENTS

The insurer will cover the cost of replacing the *Insured's* Keys and/or Identity documents if they are lost or stolen during a *Professional Assignment*. Compensation is limited to **Five Hundred euros (€500)** per *Insured* per year.

6.6.4. FRAUDULENT USE OF A SIM CARD BY A THIRD PARTY

The insurer will cover the cost of fraudulent communications by a *Third party* if the mobile phone is stolen during a *Professional Assignment*, insofar as such communications were made before the request to block the *SIM card* was made by the *Insured* and within 48 hours of the date and time of the theft.

6.6.5. PERSONAL EFFECTS AND THEFT OF CASH DURING AN ASSAULT

6.6.5.1. REIMBURSEMENT OF CASH

The insurer will reimburse the *Insured* up to **Five Hundred euros (€500)** for cash which the *Insured* withdraws with their bank card over the counter and at ATMs if forced to make the withdrawal as the victim of an *Assault* during a *Professional Assignment*.

6.6.5.2. PERSONAL EFFECTS

In the event of *Material Damage* to clothing and accessories (watches, jewellery, leather goods and spectacles) worn by the *Insured* who is the victim of an *Assault*, an *Attack* or an *Act of Terrorism*, the insurer will compensate the *Insured* up to **One Thousand euros (€1,000)** for the replacement of the destroyed personal clothing and/or accessories, on presentation of supporting documentation.

6.7. TRAVEL INCIDENTS COVER:

6.7.1. TRAVEL INCIDENTS

The *Insured* is covered under 'Travel Incidents' if the trip is made on board a scheduled airline operated by an air carrier. The air carrier must possess the certificates, licenses or authorisations required for scheduled air transport, issued by the competent authorities in the country where the plane is registered. In accordance with this authorisation, the carrier draws up and publishes routes and fares, for the use of passengers, between designated airports according to regular timetables. Departure times, connections and destinations are as shown on the travel ticket.

COVER LIMITS: the amount of compensation set out below in respect of 'Travel Incidents' cover is a maximum payable in the event of a family group *Event* affecting the *Insured* and their accompanying *Spouse* and *Children*.

The insurer will reimburse the costs incurred as a result of 'Travel Incidents' strictly and only on presentation of the original supporting documents.

6.7.1.1. FLIGHT DELAYS OR CANCELLATION, OR DENIED BOARDING

If, at any airport whatsoever:

- the *Insured's* scheduled and confirmed flight is delayed by 4 hours or more from the initial scheduled departure time,
 - the *Insured's* scheduled and confirmed flight is cancelled,
 - the *Insured* is denied boarding due to overbooking and no alternative means of transport is available for at least 6 hours,
- the *Insured* will be covered **up to Three Hundred euros (€300)** for all expenses related to food, refreshments, hotel accommodation and/or transfers to and from the airport or the terminal.

Cover will not apply in the following cases:

- if the *Insured* had not previously confirmed the flight unless prevented from doing so by a strike or a case of force majeure,
- if the delay was caused by a strike or a *Civil War* or *Foreign War* risk of which the *Insured* was aware before departure,
- in the event of the temporary or permanent withdrawal from service of an aircraft on the orders of the civil aviation authorities or the airport authorities or a similar authority in any country.

6.7.1.2. MISSED CONNECTIONS

If the *Insured* misses a connection on a scheduled, confirmed flight due to the late arrival of the preceding scheduled, confirmed flight on which they were travelling and no other means of transport is available for at least 6 hours following arrival at the connecting airport, their expenses related to hotel accommodation, restaurants or refreshments are covered **up to Three Hundred euros (€300)**.

'Flight delays or cancellation or denied boarding' cover and 'Missed connections' cover can be combined.

6.7.1.3. DELAYED BAGGAGE

If any of the *Insured's* *Baggage* which has been checked in and placed under the responsibility of the airline company is not delivered within 24 hours of the *Insured's* arrival at the scheduled flight's destination, the insurer will provide compensation to the *Insured* of **up to Six Hundred euros (€600)** for expenses incurred in the purchase of emergency and essential items.

Cover does not apply to the *Insured's* return flight to their *Home Country*.

6.7.1.4. HIJACK OF THE MEANS OF TRANSPORT

If during the journey, the means of transport in which the *Insured* is travelling is diverted from its original destination as a result of piracy or *Terrorism* and, as a result of this incident, the *Insured* must wait for an alternative means of transport, the insurer will reimburse any hotel, restaurant or travel expenses incurred by the *Insured*, **up to an amount of Three Thousand euros (€3,000)**.

6.7.1.5. ADVANCE OF FUNDS

In the event of the loss or theft of the *Insured's* means of payment (bank cards, cheque books, travellers cheques etc.) while on *Assignment* outside their *Home Country* or of their *Identity documents* and/or travel documents, Europ Assistance will make an advance of funds **up to a maximum amount of Fifteen Thousand euros (€15,000)** in exchange for a cheque from the *Corporate Policyholder*.

If a cheque is not provided by the *Corporate Policyholder*, the *Insured* must agree to pay back the amount of the advance within 10 days of their return home.

6.7.2. LEGAL ASSISTANCE

Europ Assistance will cover the cost of fees paid to legal representatives which the *Insured* may call upon should they be charged with an unintentional violation of the laws of the country where they are staying **up to a maximum amount of Twenty Thousand euros (€20,000)**.

This cover applies only outside the *Home Country*.

6.7.3. ADVANCE OF BAIL

If, in the event of an unintentional violation of the laws of the country where they are staying, the *Insured* is ordered by the authorities to pay bail, Europ Assistance will make an advance payment of **up to Sixty Thousand euros (€60,000)**.

The *Insured* must reimburse this amount to Europ Assistance within 3 months of the date of the advance.

If the local authorities return the bail amount before the expiry of this period, it must be repaid immediately to Europ Assistance.

If the *Insured* fails to attend court when summoned, Europ Assistance will immediately demand the repayment of the bail which the *Insured* will not be able to claim back due to their non-appearance in court.

Legal proceedings will be instigated if the bail amount is not repaid within the timescales specified above.

This cover applies only outside the *Home Country*.

6.7.4. COMPENSATION FOR OVERBOOKING BY AN AIRLINE

If the *Insured*, even though they have booked their flight, is unable to board a scheduled commercial airliner due to overbooking, the insurer will pay a **fixed amount of compensation of Fifty euros (€50)** in addition to the compensation provided for under benefit 6.7.1. of these General conditions.

6.7.5. CANCELLATION OF OR CHANGES TO A PROFESSIONAL ASSIGNMENT

If the *Corporate Policyholder* is obliged to cancel or make changes to the *Professional Assignment* of one of its employees within 30 days of the date of departure and this is due to:

- the *Insured's* *Death* or *Hospitalisation* preventing them from going on *Assignment*,
- the *Death* or *Hospitalisation* of a colleague in the same department meaning the *Insured* must stay within the *Corporate Policyholder's* company to compensate for this absence,
- the *Death* or *Hospitalisation* of a *Close Relative*,
- the *Insured* being summoned before a court,
- the *Insured* being made redundant provided the procedure was initiated after the reservation was made,
- the *Insured's* *Identity documents*, which are essential to the *Assignment*, being stolen within 48 hours of departure,
- *Serious Damage* rendering the *Insured's* *Home* uninhabitable.

The Insurer will reimburse **up to Five Thousand euros (€5,000)** of the costs borne by the *Corporate Policyholder* from the date of occurrence of the covered *Event* and invoiced by the travel agent, in accordance with the special conditions of sale and less air taxes, insurance *Premiums* and administration fees.

The *Spouse* and *Children* accompanying the *Insured* on the *Professional Assignment* are not covered by this benefit.

6.8. PERSONAL LIABILITY 'PRIVATE CAPACITY' OUTSIDE THE HOME COUNTRY:

6.8.1. PURPOSE OF THE INSURANCE

The insurer will cover the *Insured* against financial loss due to their personal liability being incurred by virtue of the legislation in force or jurisprudence in respect of *Bodily Injury* or *Material damage* and *Consequential financial loss* caused to a *Third party*.

The policy only covers *Damage* resulting from private acts carried out by the *Insured* during *Professional Assignments* outside their *Home Country*.

6.8.2. BENEFIT AMOUNT

The benefit amount is set at **Seven Million Five Hundred Thousand euros (€7,500,000)** per *Claim* for all *Bodily Injuries*, *Material Damage* and *Consequential financial loss* combined. This upper limit is reduced to **One Million Five Hundred Thousand euros (€1,500,000)** per *Claim* for all *Damage* occurring or *Claims* made in the *USA* or *CANADA* (including their territories and possessions) with the following sub-limits:

- Food poisoning: **One Million Five Hundred Thousand euros (€1,500,000)** per *Insurance Year*,
- *Material damage* and *Consequential financial loss*: **One Million Five Hundred Thousand euros (€1,500,000)** per *Claim* with an *Excess* of **One Hundred and Fifty Euros (€150)** per *Claim*.

This amount represents the limit of the insurer's liabilities for all *Damage* arising from the same initial cause, regardless of the number of victims.

If this *Damage* occurs over a period of more than one *Insurance Year*, the *Claim* is allocated to the *Insurance Year* during which the first *Damage* occurred.

This amount represents the limit of the insurer's liability for all *Claims* allocated to the same *Insurance Year*. It should be noted that:

- the benefit amounts thus determined include expenses and fees related to investigation and inquiry, expert testimony and legal fees as well as the cost of proceedings and is reduced and finally exhausted by compensation, expenses and fees received as a result of out-of-court or legal settlements,
- if the benefit amount 'per *Insurance Year*' is exhausted before the *Insurance Year* has expired, the benefit can only be replenished for *Losses* occurring subsequent to the drafting of an endorsement certifying the agreement of both parties on this point and setting the level of the corresponding additional *Premium*,
- the benefit amount 'per *Insurance Year*' is automatically replenished in full on the first day of each *Insurance Year*,
- and that, notwithstanding these stipulations, the right of both parties to cancellation under the law or under the *Policy* is not inhibited.

6.8.3. TIME LIMIT ON LIABILITY

Compensation triggered by the *Insurable Event* covers the *Insured* against the financial consequences of *Losses* on condition that the *Insurable Event* occurred between the initial *Effective date* of cover and the date of cancellation or expiry, regardless of the date of any other component parts of the *Loss*.

6.9. LEGAL PROTECTION:

6.9.1. LEGAL INFORMATION AND PREVENTION

A team of specialist legal advisors is available to inform the *Insured* of their rights and provide practical legal advice. The *Insured* may also seek advice on preventive measures to safeguard their rights and interests in order to avoid a *Conflict*.

The *Insured* may consult this service regarding any area of law and obtain a response in French, English, Spanish or German. The helpline is available by calling +33 (0)1 48 10 61 78 at any time 24/7. The policy number will be required in order to use this service.

6.9.2. LEGAL ASSISTANCE IN CASE OF LITIGATION

If the *Insured* is faced with *Litigation* from an opposing identified *Third party*, if their *Claim* is legally justified and if this *Litigation* has been filed in a private capacity or as an employee, the *Insured* is entitled to benefits in the following areas at up to €16,000 per *Litigation* and per *Insurance Year*.

- **Criminal law:** the *Insured* is covered for the defence of their interests if they are brought before a criminal court or an administrative commission following a *Loss* covered under the Personal liability cover (see paragraph 6.8) provided they are not represented by the lawyer acting for the insurer in the defence of civil interests.
- **Accommodation:** the *Insured* is covered for *Disputes* with their landlord. This includes disputes relating to maintenance work inside the property, interior design or improvements, disputes relating to neighbourhood disturbances and disputes over service charges.
- **Local government:** the *Insured* is covered for *Disputes* they may have with local government (excluding tax authorities), public services and local authorities.
- **Internet purchases:** the *Insured* is covered for *Disputes* relating to transactions carried out on an internet website.
- **Remedy:** the insurer will intervene to *Claim* compensation from the person identified as responsible for any *Bodily injury* or material damage suffered by the *Insured* as the result of an *Accident*.

A team of legal advisors will make every effort to settle their *Disputes* and defend their interests to the best of their ability. They are available to help the *Insured* prepare the best possible case.

To take advantage of this cover, the *Insured* must provide sufficient documentary evidence to prove that legal action is being taken against them (invoices, estimates etc.). Consequently, this preliminary phase is at the *Insured's* own expense.

Search for an out-of-court settlement

Following an in-depth review of the case, legal advisors specialising in negotiation will take the required legal action against the *Opposing party* in order to prioritise an amicable solution to their *Dispute* with the *Insured*. This procedure is the most effective and fastest way of enforcing their legal rights.

Payment of legal expenses

If no out-of-court solution can be found, or if the situation requires it, the insurer will take the *Insured's Dispute* to the competent court and cover the costs incurred in the pursuit of legal action (lawyer's fees, legal expertise, costs and fees of solicitors and bailiffs) within the limits clearly specified as follows.

COVERED LEGAL COSTS	UPPER LIMITS
Successful out-of-court remedy	€250 per case
Expert appraisal (investigation)	€275 for the first intervention €90 for each subsequent intervention
Preliminary appeal (administrative matters)	
Representation before an administrative or civil commission or disciplinary hearing	€400 per case
Completion of out-of-court settlement	
Successful mediation or conciliation witnessed by a judge	€400 per court order
Summary or ex-parte proceedings	

Community court judge	€340 per case
Police court/Criminal defense	€340 per case
Court of first instance (and courts at the same level)	€520 per case
High court (and courts at the same level)	€750 per case
Court of Appeal	€850 per case
Court of Sessions, Court of Cassation, Council of State	€1,500 per case

These fees include secretarial and travel costs and are shown including all taxes. If the case is brought before a foreign court, the insurer will pay the fees corresponding to the equivalent French jurisdiction. The insurer will cover the cost of enforcing the ruling in the *Insured's* favour if the debtor can be located and is solvent. Otherwise the insurer's intervention will cease.

If the services of a lawyer are required, the insurer will cover their fees. The *Insured* may choose their usual lawyer or select a qualified lawyer from the bar of the competent court. Alternatively, the insurer may, if the *Insured* prefers, provide them with the name of a legal partner. This request must be made in writing.

How to benefit from the cover

As soon as the *Insured* becomes aware of the *Litigation* for which they require assistance, they must declare it by calling +33 (0)9 69 32 96 87 or by sending an email to expat@soluciapj.fr or by writing to Solucia PJ - 3, boulevard Diderot - CS 31246 - 75590 Paris Cedex 12 - FRANCE.

If there is a delay in the *Insured* declaring the *Litigation* and if this delay proves to be prejudicial to the insurer, they may refuse to intervene.

The *Litigation* must have occurred after the *Effective date* of cover and must be declared during the period of validity of the policy. If the *Insured* declares the *Litigation* in writing, they must send a declaration giving specific details of the circumstances of the *Litigation*, their policy number, address and telephone number and the address and telephone number of the opposing party and all documentation in support of the *Claim*. Costs must not be incurred nor action undertaken without the insurer's agreement. Any action to be taken will be agreed jointly between the *Insured* and the insurer. If prior agreement is not given, the cost and consequences of any action will be at the *Insured's* own expense, unless it is a matter of urgent risk mitigation.

Arbitration clause

In the event of a disagreement between the *Insured* and the insurer, the insurer will apply Article 127- 4 of the French Insurance Code which sets out the procedure for settling a *Dispute*. The *Insured* and the insurer may agree to appoint a third party to act as arbitrator in the *Dispute*. If the appointment of a third party cannot be agreed mutually, the third party will be appointed by the Presiding Magistrate of a High Court, acting in chambers. The costs will be paid by the insurer.

However, the Presiding Magistrate of the High Court may decide otherwise if they consider the procedure to have been improperly used. If the *Insured* undertakes litigation at their own expense and obtains a resolution more favourable than that proposed by the insurer - or by the designated third party - the insurer will reimburse the costs incurred by the *Insured* within the limits of cover under the policy.

The *Insured* may also submit the disagreement for assessment by a third person, freely chosen by them, who is recognised to be independent and authorised to give legal advice. The *Insurer* must notify the insurer of this appointment and this person's fees will be paid by the insurer up to a maximum of €200.

The instigation of arbitration proceedings will suspend all deadlines for legal remedy, until the third party has proposed a solution. This suspension applies to all judicial bodies which are covered under the policy and to which the *Insured* may apply.

Conflicts of interest

In the event of a conflict of interest, including when two persons insured by the insurer are in dispute, the *Insured* may freely choose a lawyer or qualified person to provide assistance. Fees and expenses will be paid by the insurer within the limits of this *Policy*.

7. DECLARATION, REQUIRED DOCUMENTS AND PAYMENT OF CLAIMS

7.1. MAKING A CLAIM

The *Claim* application must be sent by Registered Letter, together with the supporting documentation, to the following address by email: France.DeclarationA&H@acegroup.com or in writing to CHUBB European Group SE - Service Sinistres Assurances de Personnes - Le Colisée, 8, avenue de l'Arche - 92419 Courbevoie Cedex – FRANCE.

All medical documents must be sent under confidential cover for the attention of the medical examiner.

7.2. REQUESTING PERSONAL ASSISTANCE

To request Personal assistance, the *Insured* must first contact Europ Assistance before any intervention triggering a *Claim* under the policy:

- by telephone (from France – reverse charge call – and *Abroad*): +33 (0)1 41 61 23 25,
- by fax (From France and *Abroad*): +33 (0)1 44 51 51 15,

mentioning Assistance Agreement number 920892 – followed by the *Policy* number.

7.3. CLAIMS FOR INSURANCE AND ASSISTANCE BENEFITS

Forfeiture common to all benefits:

- no benefits will be payable for any *Loss* which is notified to the insurer more than 5 days after its occurrence, if this delay causes any prejudice whatsoever to the insurer,
- a *Corporate Policyholder* or *Insured* person who intentionally supplies false information or uses forged or altered documents with the intention of deceiving the insurer, will lose all entitlement to cover for the *Loss* in question,
- all useful measures must be taken without delay to limit the consequences of the *Loss* and to hasten the recovery of the *Insured* who must undergo the medical treatment required by their condition. The *Insured* will lose all entitlement to benefits if they fail to comply with this requirement to limit the extent of the *Loss*,
- the insurer's doctor must have free access to the *Insured* in order to assess their condition. Any unjustified refusal to comply with this examination, once formal notice has been served by registered letter, will result in *Forfeiture* of entitlement to benefits by the *Insured*.

7.4. REQUESTING LEGAL PROTECTION BENEFITS

As soon as the *Insured* becomes aware of it, they must declare the *Litigation* for which they require assistance by telephone on +33 (0)9 69 32 96 87, by email to expat@soluciapij.fr or in writing to Solucia PJ - 3 boulevard Diderot - CS 31246 - 75590 Paris Cedex 12 - FRANCE.

7.5. DOCUMENTS TO BE PROVIDED

7.5.1. FOR ALL CLAIMS FOR BENEFITS

- The *Policy* number,
- A copy of the *Assignment* mandate,
- A certificate issued by the *Corporate Policyholder* to the effect that the *Insured* will be accompanied by their *Spouse* and/or their *Children*.

7.5.2. FOR CLAIMS IN RESPECT OF DEATH AND PERMANENT DISABILITY FOLLOWING AN ACCIDENT

The *Claim* application must include:

- a written statement describing the circumstances of the *Accident*, the names of the witnesses and, if applicable, the identity of the enforcement authority if a report was drawn up, and the submission number,
- at the request of the insurer's doctor, a certificate from the doctor, surgeon or *Hospital* called upon to give first aid and describing the injuries,
- the birth certificates of the *Children* as well as a copy of the tax declaration proving that they are dependent on the *Insured*,
- the *Death* certificate,
- the documents proving *Beneficiary* status in the event of *Death* and the name and address of the solicitor handling the estate.

7.5.3. FOR CLAIMS IN RESPECT OF COMA FOLLOWING AN ACCIDENT

The *Claim* application must include:

- a written statement describing the circumstances of the *Accident*, the names of the witnesses and, if applicable, the identity of the enforcement authority if a report was drawn up, and the submission number,
- at the request of the insurer's doctor, a certificate from the doctor, surgeon or *Hospital* called upon to give first aid and describing the injuries,
- a medical certificate confirming the *Insured's* uninterrupted state of *Coma*,
- the documents proving *Beneficiary* status in the event of *Death* and the name and address of the solicitor handling the estate.

7.5.4. FOR CLAIMS IN RESPECT OF MEDICAL EXPENSES

Medical expenses in case of Hospitalisation Abroad outside the Home Country:

In the event of an *Accident* or *Illness* requiring *Hospitalisation* at the *Assignment* location, the holder of the *Insurance card* issued by APRIL International Care France should show this card to the *Hospital* admissions department.

The *Hospital* admissions department checks the validity of the *Hospitalisation* medical expenses cover with Europ Assistance whose contact details are shown on the APRIL International insurance card (by telephone or fax).

The costs are paid directly to the *Hospital* by Europ Assistance without the *Insured* having to make a cash advance.

The *Corporate Policyholder*, the *Insured* or their dependants must make every effort to obtain the full or partial reimbursement of these costs from French Social Security and/or other supplementary insurance providers to which the *Insured* may make a *Claim* and immediately return any sums they receive in this respect to Europ Assistance.

Important: this benefit can only be claimed following approval by Europ Assistance and for a maximum of 500 consecutive days of treatment per *Claim*.

Outpatient medical expenses Abroad outside the Home Country:

You must keep your medical bills (and other supporting documents) for a period of 2 years from the date on which *You* made the claim. *You* may be asked to produce them when your claim is being processed.

In all causes, please enclose the following documents with your claim:

- the originals of your paid medical bills and fees and dated medical prescriptions. These must show your full name and date of birth, the type of illness, the nature and date of the consultations and the treatment received, together with proof of payment. Prescriptions must clearly show the name and price of the drugs, and indicate the local currency,
- in case of *Accident*, the *Accident* report;

- the *Claims form* completed and signed by the prescribing doctor.

Medical expenses in *Metropolitan France*:

The reimbursement of medical expenses in *Metropolitan France* is made on presentation by the *Corporate Policyholder* or the *Insured* of the medical certificate, sick notes, hospital bills and doctor's fee notes, Social Security statements and/or statements from other supplementary insurance providers together with the reimbursement statements which the *Insured* has received.

7.5.5. FOR CLAIMS IN RESPECT OF DISFIGUREMENT

The *Claim* application must include:

- a written statement describing the circumstances of the *Accident*, the names of the witnesses and, if applicable, the identity of the enforcement authority if a report was drawn up, and the submission number,
- a medical certificate confirming the *Insured's Disfigurement*.

7.5.6. FOR CLAIMS IN RESPECT OF ENFORCED STAY ABROAD DUE TO AN EPIDEMIC OR NATURAL DISASTER

The *Claim* will only be paid if the *Insured* provides the insurer with the originals of all receipts for costs incurred as a result of the enforced stay abroad.

7.5.7. FOR CLAIMS IN RESPECT OF ABDUCTION/UNLAWFUL DETENTION

The abducted *Insured's salary* will be reimbursed on presentation by the *Corporate Policyholder* of a salary certificate and any other supporting documents which the insurer may request.

7.5.8. FOR CLAIMS IN RESPECT OF TRAVEL INCIDENTS

The *Claim* will only be paid if the *Insured* provides the insurer with the originals of all receipts for costs incurred as a result of these incidents.

7.5.9. FOR CLAIMS IN RESPECT OF LOSS, DAMAGE, THEFT OR DESTRUCTION OF PERSONAL BAGGAGE AND BUSINESS IT EQUIPMENT

This benefit can be claimed under the following conditions:

- the *Insured* must file a complaint for the loss, damage, theft or destruction of the *Baggage* with the competent local authorities within 24 hours following the date of the *Loss*,
- the original proof of filed complaint and a detailed statement must be sent to the insurer within a maximum period of 10 days,
- in case of theft of *Baggage* from the boot of their vehicle, the *Insured* must provide proof of the break-in (photograph of the *Damage*, invoice for repair of lock),
- the *Insured* must provide all supporting documents to enable the insurer to verify or estimate the *Damage* (photograph of the damaged *Baggage*, invoice) as well as any documents which the insurer reserves the right to request,
- in all cases, a letter stating the date and place of purchase and the original invoice,
- for valuables and jewellery, the *Insured* must provide the insurer with the original invoices, the original of the certificate of guarantee and the notarised documents if these items were inherited and an estimate from an expert if these items were valued in the absence of an invoice.

7.5.10. FOR CLAIMS IN RESPECT OF CANCELLATION OF OR CHANGES TO A PROFESSIONAL ASSIGNMENT

The *Corporate Policyholder* must notify the travel agent of the cancellation as soon as the insured *Event* occurs.

This cancellation must be reported to the insurer within the 48 hours following the cancellation request to the travel agent.

The insurer's reimbursement is calculated on the basis of the cancellation fee schedule in force on the date on which the *Event* triggering the *Claim* is first discovered.

The *Corporate Policyholder* must send the insurer:

- contact details for the travel agent,
- a copy of the contract signed with the travel agent and all the documents required to assess the damage,
- the exact reason for the cancellation as well as all the required supporting documents such as, depending on the nature of the *Event*: the death certificate, proof of the family relationship between the *Insured* and the victim, the *Hospital* discharge letter, a copy of the court summons, the original proof of filed complaint in case of theft of documents or a copy of the insurance *Claim* in case of *Serious Damage* to the *Home*.

After this period of 48 hours, if the insurer suffers any prejudice due to the late reporting of the cancellation of or change to the assignment, the *Corporate Policyholder* will forfeit all entitlement to compensation.

7.5.11. FOR CLAIMS IN RESPECT OF SEARCH AND RESCUE

The *Claim* will only be paid if the *Insured* provides the insurer with the original itemised demand for the reimbursement of *Search and Rescue* costs issued by the local authorities.

7.5.12. FOR CLAIMS IN RESPECT OF PERSONAL LIABILITY "PRIVATE CAPACITY"

As soon as they become aware of a fact likely to trigger a *Claim* under this *Policy* and at the latest within 5 days, the *Insured* must, subject to *Forfeiture* of entitlement to benefits, other than in unforeseen circumstances or cases of force majeure, notify the insurer in writing or verbally against receipt.

They must also:

- inform the insurer as soon as possible of the circumstances of the *Loss*, its known or presumed causes and the nature and approximate amount of the *Damage*,
- take all appropriate measures to limit the extent of the *Damage* already identified and prevent the occurrence of further *Damage*,
- send the insurer, as soon as possible, all notices, summonses, subpoenas, extrajudicial documents and procedural documents which they have been sent, delivered or served.

If the *Insured* fails to comply with the obligations listed in the three preceding paragraphs, the insurer is entitled to compensation in proportion to the *Damage* which this failure to comply may have caused.

7.5.13. FOR CLAIMS IN RESPECT OF ADJUSTMENTS TO THE HOME

- The list of recommendations from Europ Assistance for adjustments to be made to the *Home* based on the *Insured's* disability,
- Invoices for this work to be carried out.

7.5.14. FOR CLAIMS IN RESPECT OF PSYCHOLOGICAL SUPPORT

The *Beneficiary* of this benefit must provide:

- the original invoices for consultations with the doctor and/or psychologist,
- a copy of the family record book or any other document proving their first-degree relationship with the *Insured*.

7.5.15. FOR CLAIMS IN RESPECT OF LOCAL AND PERSONAL ASSISTANCE SERVICES

To be entitled to these benefits, the *Insured* must, before any intervention triggering a *Claim* for assistance benefits, contact Europ Assistance, whose telephone number is shown on their *Insurance card*.

8. WHAT IS NOT COVERED BY THE POLICY

8.1. EXCLUSIONS WHICH APPLY TO THE PERSONAL ASSISTANCE COVER:

In addition to the *Exclusions* common to all cover outlined in paragraph 8.10, Europ Assistance:

- can only intervene within the limits of the agreements given by the local authorities;
- can under no circumstances replace local emergency rescue services or cover any costs incurred as a result of their intervention;
- will not be held responsible for any failure or difficulty in carrying out its obligations as a result of cases of force majeure or *Events* such as *Riots*, *Civil War*, *Foreign War*, *Popular Uprising*, revolution, strikes, seizure of control or restrictions enforced by the forces of law and order, official prohibition, piracy, detonation of an explosive device, nuclear or radioactive fallout or adverse weather conditions;
- is not obliged to intervene in cases where the *Insured* has deliberately violated the laws in force in the countries through which they are travelling or which they are temporarily visiting.

Events which occurred as the result of the *Insured's* participation as a competitor in sporting competitions, bets, games, contests, rallies or their preparatory trials are excluded, as is the organisation of *Search and Rescue* missions in connection with such *Events*.

8.2. EXCLUSIONS FROM MEDICAL EXPENSES COVER:

In addition to the *Exclusions* common to all cover outlined in paragraph 8.10, the following are excluded from medical expenses cover *Abroad*:

- functional prostheses and/or prostheses following an *Illness*;
- dental treatment which is not due to an *Accident*, or which does not constitute a serious medical emergency requiring urgent treatment in the opinion of the Europ Assistance doctors;
- vision care which is not due to an *Accident*;
- costs incurred in the *Insured's Home Country*;
- thermal spa cures and stays in rest homes;
- rehabilitation;
- costs incurred as a result of an *Accident* or *Illness* first observed before the *Effective Date* of the *Policy*;
- costs incurred if the *Insured* is not suffering from a *Serious Medical Condition* or if treatment could reasonably have been postponed until the *Insured* returned to their *Home Country*;
- costs related to childbirth or pregnancy (other than cases where complications could endanger the life of the mother and/or unborn child);
- costs related to treatment prescribed in the *Insured's Home Country* before going on the *Professional Assignment*.

In addition to the *Exclusions* common to all cover outlined in paragraph 8.10, the following are excluded from medical expenses cover in *Metropolitan France*:

- functional prostheses and/or prostheses following an *Illness*;
- dental treatment which is not due to an *Accident*;
- vision care which is not due to an *Accident*;
- thermal spa cures and stays in rest homes;
- rehabilitation;
- costs incurred as a result of an *Accident* or *Illness* first observed before the *Effective Date* of the *Policy*;
- costs incurred if the *Insured* is not suffering from a *Serious Medical Condition* or if treatment could reasonably have been postponed until the *Insured* returned to their *Home Country*;
- costs related to childbirth or pregnancy (other than cases where complications could endanger the life of the mother and/or unborn child);

- costs related to treatment prescribed in the *Insured's Home Country* before going on the *Professional Assignment*.

In addition to the *Exclusions* common to all cover outlined in paragraph 8.10, the consequences and impacts of the following are excluded from the *Disfigurement* cover:

- an *Accident* which is not covered under the *Policy*;
- an *Illness*;
- an *Accident* occurring prior to an *Event*.

8.3. EXCLUSIONS FROM THE SEARCH AND RESCUE COVER:

In addition to the *Exclusions* common to all cover outlined in paragraph 8.10, the following are excluded from the *Search and Rescue* cover:

- expenses resulting from the non-observance of the rules of caution dictated by the site operators and/or regulatory measures governing the activity being practised by the *Insured*.

8.4. EXCLUSIONS FROM THE ABDUCTION/UNLAWFUL DETENTION COVER:

In addition to the *Exclusions* common to all cover outlined in paragraph 8.10, the following are excluded from cover in respect of the reimbursement of the abducted *Insured's* salary :

- transfer of the funds required to pay the ransom;
- payment of the ransom;
- delivery of the ransom;
- *Abduction* or *Unlawful Detention* with the involvement or consent of the insured employee, their family or the *Corporate Policyholder*.

8.5. EXCLUSIONS FROM COVER OF ILLNESSES OR ACCIDENTS RESULTING IN DEATH OR DISABILITY:

In addition to the *Exclusions* common to all cover outlined in paragraph 8.10, the following are excluded from cover of *Death* due to an *Accident*:

- Losses resulting from an *Act of Terrorism* or *Sabotage*, an *Attack* or *Abduction* or a *Civil War* or *Foreign War* in one of the following countries: Afghanistan, Iraq, Libya, Nigeria, Somalia, Sudan, Chad, Chechnya and Yemen.

However, this *Exclusion* may be:

- waived if the *Corporate Policyholder* makes the request to APRIL International Care and accepts the new conditions of cover set by them. This extension is taken into consideration by APRIL International Care if the cover is specified in the *Special Conditions* or in an endorsement to this *Policy*;
- supplemented by one or more countries should the security situation there become extremely grave. The extension of the scope of this *Exclusion* is then contractually valid only if it is specified in the *Policy Special Conditions* or in an endorsement during the *Insurance Year*.

8.6. EXCLUSIONS FROM BAGGAGE AND PERSONAL EFFECTS COVER:

In addition to the *Exclusions* common to all cover outlined in paragraph 8.10, the following are excluded from cover in respect of the loss, damage, theft or destruction of personal *Baggage*:

- dental, optical or other prostheses, spectacles and contact lenses;
- cash, personal documents, commercial documents, administrative documents, travellers cheques, credit cards, airline tickets, travel documents and vouchers;
- *Damage* caused by normal wear and tear, depreciation or inherent defects of the *Baggage*. *Damage* caused by mites or vermin or by cleaning, repairs or restoration or misuse of the *Baggage* by the *Insured*;
- *Damage* resulting from confiscation, seizure or destruction on the orders of an administrative authority;
- *Baggage* or personal items or effects left in a parked vehicle between 10pm and 7am;
- valuables, jewellery and furs left in a parked vehicle at any time of day;
- valuables, jewellery and furs entrusted to a carrier;
- Keys or other similar objects (for example, magnetic cards or badges);
- any *Baggage* or personal effects left unattended by the *Insured*;
- mobile phones;
- audio-visual, photographic, video or hi-fi equipment entrusted to a carrier.

In addition to the *Exclusions* common to all cover outlined in paragraph 8.10, the following are excluded from cover in respect of the loss, damage, theft or destruction of business IT equipment:

- the cost of replacing the media;
- additional operating costs;
- *Damage* covered under the manufacturer's warranty;
- laptop computers and all of their accessories if they are left in *Baggage* entrusted to carriers or are travelling in the hold or are left in a parked vehicle at any time of day.

In addition to the *Exclusions* common to all cover outlined in paragraph 8.10, the following are excluded from cover in respect of the loss, damage, theft or destruction of personal *Baggage* and business IT equipment:

- costs which may be reimbursed under another insurance policy or costs giving rise to compensation to either the *Insured* or the *Corporate Policyholder*.

In addition to the *Exclusions* common to all cover outlined in paragraph 8.10, the following are excluded from cover in respect of the loss, damage, theft or destruction of samples:

- cancellation of a *Professional Assignment* due to the loss, theft or destruction of samples, demonstration devices or prototypes before the date of departure on *Assignment*;
- theft from any vehicle;

- confiscation, seizure or destruction on the orders of an administrative authority.

In addition to the **Exclusions** common to all cover outlined in paragraph 8.10, the following are excluded from cover in respect of personal effects and theft of cash during an **Assault**:

- *Accidents* other than those resulting from an *Assault, Attack, Act of Terrorism* or *Act of Sabotage* or a road traffic *Accident*;
- *Identity documents* and official documents;
- dental, optical or other prostheses, spectacles and contact lenses;
- mobile phones;
- audio-visual, photographic, video or hi-fi equipment.

8.7. EXCLUSIONS FROM COVER IN RESPECT OF CANCELLATION OR CHANGES TO A PROFESSIONAL ASSIGNMENT:

In addition to the **Exclusions** common to all cover outlined in paragraph 8.10, the consequences of the following are excluded from cover in respect of cancellation or changes to a **Professional Assignment**:

- a strike or blockade;
- the breakdown or any technical failure of the aircraft making it unable to take off;
- delay or cancellation of other means of transport to the airport;
- the failure to produce, for any reason whatsoever, a document required in order to take the reserved flight;
- a decision taken by the carrier or travel agent.

The following are also excluded:

- costs which may be reimbursed under another insurance policy or costs giving rise to compensation to either the *Insured* or the *Corporate Policyholder*.

8.8. EXCLUSIONS FROM COVER IN RESPECT OF PERSONAL LIABILITY 'PRIVATE CAPACITY' OUTSIDE THE HOME COUNTRY:

In addition to the **Exclusions** common to all cover outlined in paragraph 8.10, the following are excluded from cover in respect of personal liability 'private capacity' outside the **Home Country**:

- *Damage* caused by the *Insured* in the course of their professional activities;
- *Damage* caused by the *Insured* during hunting activities;
- *Damage* caused by the *Insured* in their *Home Country*;
- *Damage* occurring during the use of an automobile or motor engine, sailing or motor boat, aircraft or saddle animals which the *Insured* or persons for which the *Insured* is civilly responsible own, drive, sail, ride or of which they have custody;
- *Material damage* due to fire, explosion or water damage if it occurred within premises of which the *Insured* is the owner or occupier or tenant. However, *Damage* occurring in a hotel room rented by the *Insured* or the *Corporate Policyholder* for a period of less than 30 consecutive days is covered, on the express condition that the *Insured* has not taken up residence there;
- dangerous sports: mountaineering, potholing, boxing, polo, karate, American football, parachuting, flying aircraft, gliding, hang-gliding, bungee jumping, micro-lighting and scuba diving;
- all consequences of contractual commitments made by the *Insured* insofar as the resulting obligations exceed those which would be binding under common law;
- fines and all forms of penalties (legal, administrative and contractual);
- legal compensation commonly described as 'PUNITIVE' or 'EXEMPLARY DAMAGES' and generally defined as compensation over and above actual damages which may be awarded to victims by US or Canadian courts when they consider that the author of the *Damage* has demonstrated 'anti-social' or 'more than negligent' behaviour and 'wilful ignorance of its consequences'.

The following are also excluded from cover:

- *Damage* to possessions, including animals, which the *Insured* drives or rides or of which they have custody or use even when entrusted to them free of charge;
- *Damage* to possessions, objects, produce or animals sold by the *Insured*;
- *Damage* resulting from the *Insured's* involvement in an *Act of Terrorism* or *Sabotage*, an *Attack*, a *Riot* or a popular uprising.

8.9. EXCLUSIONS FROM LEGAL PROTECTION COVER:

In addition to the **Exclusions** common to all cover outlined in paragraph 8.10, the insurer will not intervene:

- in *Disputes* involving the rights of individuals and families;
- if the *Insured's* liability is incurred and the damage for which they are responsible should have been covered by compulsory insurance. The insurer will not intervene if cover under any of the *Insured's* insurance policies provides direct compensation for the damage caused without the requirement to apportion liability;
- in *Disputes* relating to intellectual, artistic, literary or industrial property or involving trademarks, patents or copyright;
- in *Disputes* resulting from exceptional risks (*Civil War* or *Foreign War*, *Riots*, popular uprising, *Acts of Terrorism* and acts of vandalism) or a natural disaster;
- in *Disputes* arising from intentional wrongdoing on the part of the *Insured*;
- in *Disputes* relating to a *Conflict* between the *Insured* and the insurer unless the Arbitration or Conflicts of interest clauses are applied;
- in *Disputes* relating to the expression of political or trade unionist views;
- in *Disputes* relating to investment properties;
- in *Disputes* relating to urban planning;
- in *Disputes* relating to customs and excise;
- in *Disputes* relating to the holding of office by the *Insured* in a company constituted under civil or commercial law or their participation in its administration or management;
- in *Disputes* relating to any professional activity on any basis other than as an employee (voluntary, associations or trade unions);

- in *Disputes* relating to financial guarantees granted outside the family or as part of a professional activity;
- in *Disputes* over the Insured's debts or insolvency, the settling of a debt or securing of payment terms;
- in *Litigation* arising from a breach of the Highway Code of the country where the *Insured* is staying.

Under no circumstances will the insurer cover:

- fines and sums of any kind which the Insured may be required to pay or reimburse to the *Opposing party*;
- expenses and fees related to the assessment of damage caused to the *Insured* and investigations to identify or find the *Opposing party*;
- contingency fees;
- costs and interventions made necessary or aggravated solely by the *Insured's* action;
- actions and related costs incurred without the consent of the insurer (including referral to a lawyer);
- costs related to representation, submission and travel if the *Insured's* lawyer is not a member of the bar of the competent court;
- deposits and guarantees.

8.10. EXCLUSIONS WHICH APPLY TO THE ABOVE COVER:

In addition to the *Exclusions* which apply to each individual benefit, the following are never covered: *Loss or Damage*

- deliberately caused by the *Insured*;
- due to the *Insured* driving any type of vehicle under the influence of alcohol where the level of blood alcohol is equal to or greater than that permitted under the laws of the country where the *Accident* took place;
- due to the *Insured's* use of drugs, narcotics or tranquillisers which have not been medically prescribed or when driving any type of vehicle under the influence of these drugs, narcotics or tranquillisers when medically prescribed if the patient information leaflet prohibits driving any type of vehicle;
- caused by the *Insured's* suicide while of sound or unsound mind, attempted suicide or self-harm;
- due to the *Insured's* involvement in any form of betting (with the exception of sporting competitions), brawls (except in legitimate self-defence) or criminal activity;
- due to the practice of a sport in a professional capacity as well as the participation, even as an amateur, in motor racing;
- due to piloting any type of flying device or the practice of any air sports as a pilot or a passenger;
- occurring when the *Insured* is a passenger aboard an aircraft which is not operated by a public passenger transport company;
- due to the thermal, mechanical, radioactive and other effects of any transmutation whatsoever of the atomic structure of matter or the artificial acceleration of atomic particles or radiation from radioisotopes.

9. GENERAL PROVISIONS

9.1. WHO INSURES YOUR POLICY?

This *Policy* is an agreement between "l'Association des Assurés APRIL" (regulated by the Associations Act of 1901, located at 114, boulevard Vivier Merle 69439 Lyon, Cedex 03 FRANCE), whose purpose is to study, effect and promote, to the benefit of its members, all types of insurance, encourage a spirit of international solidarity between them, make available to them all appropriate means of information and administration and ensure their representation with respect to all insurance companies. The statutes of the Association can be found in an appendix to this document.

for pre-travel benefits, repatriation assistance, emergency medical expenses, in the event of a crisis, in the event of an *Illness* or *Accident* resulting in *Death* or *Disability*, *Baggage* and personal effects, travel incidents and personal liability:

an agreement with CHUBB European Group SE (agreement n° FR BBB A 010 98), with assistance services provided by Europ Assistance, a company governed by the French Insurance Code, with capital of 896,176,662 euros, located at La Tour Carpe Diem, 31 place des Corolles, Esplanade Nord, 92400 Courbevoie, France, registered in Nanterre under number 450 327 374.

The legal protection benefit is insured by Solucia PJ (policy n°10006600), a French public limited company with capital of €7,600,000, governed by the French Insurance Code, registered in Paris under number 481 997 708. Head office: 3, boulevard Diderot, CS 31246, 75590 Paris Cedex 12, FRANCE.

9.2. LEGAL

The authority responsible for regulating insurance activities is:

The French Prudential Supervision and Resolution Authority located at 4 place de Budapest CS 92459 75436 - Paris Cedex 09 FRANCE.

APRIL International Care France is regulated by the French Prudential Supervision and Resolution Authority located at 4 place de Budapest – 75436 Paris Cedex 09, FRANCE.

Membership of the APRIL Mission Business *Policy* is evidenced by the Application form, these General conditions and the *Special Conditions*. It is subject to French legislation and in particular to the French Insurance Code. The benefits and levels of reimbursement provided under this policy will be automatically adjusted in accordance with amendments to legislation and regulations governing insurance policies under French Law.

9.3. INDEPENDENT ASSESSMENT IN THE EVENT OF A DISAGREEMENT

If there is a medical difference of opinion, each party will appoint its own doctor in order to arrange an independent assessment. If these doctors cannot come to an agreement, they will call on a third doctor to make a final ruling with the third doctor acting as arbitrator.

If one of the parties fails to appoint a doctor or if the doctors representing the parties do not agree on the choice of the third doctor, the appointment will be made by the President of the "Tribunal de Grande Instance" in the *Insured's Home* district.

Each party pays the expenses and fees of the doctor they appointed and half of the expenses and fees of the third doctor.

9.4. DIRECTING LEGAL PROCEEDINGS

For Losses covered under Personal Liability (private capacity) and within the limits which apply to this cover, the insurer will take sole charge of any legal proceedings brought against the *Insured* and may use any means of obtaining remedy.

The insurer will cover the costs and fees of investigation and inquiry, expert testimony and legal representation as well as the cost of the proceedings. These costs and fees will be deducted from the amount of the applicable benefit.

By directing the *Insured's* defence, the insurer should not be considered to be relinquishing their right to make use of any exceptions to cover of which they were unaware at the time of taking up the direction of the defence.

In the event of criminal proceedings where civil costs are or will be sought, at this or any other subsequent level of hearing, the *Insured* agrees to involve the insurer in their defence without this commitment affecting the scope of cover under this *Policy*.

Subject to *Forfeiture* of their entitlement to benefits, the *Insured* must not attempt to interfere in the direction of proceedings when the subject of the proceedings falls under "Personal Liability (private capacity) cover".

9.5. TRANSACTIONS

Only the insurer has the right, within the limits of the benefits they provide, to reach a settlement with the injured parties. No transaction or admission of liability without the involvement of the insurer will be enforceable.

However, the acknowledgment of a material fact is not considered to be an admission of liability, nor is the mere fact of having provided emergency aid to the victim by way of assistance which any person has a moral duty to provide.

9.6. LIMITATION PERIOD

Any legal action arising from membership of this policy must be brought within two (2) years of the event having given rise to this action and the limitation period is extended to ten (10) years for death benefits in accordance with the provisions of articles L114-1 onwards of the French insurance code which state:

Article L114-1 "All legal actions arising from an insurance contract are barred two years from the event which gave rise to them. However, this time limit runs:

1- In the event of non-disclosure, omission, fraudulent representation or misrepresentation of the risk incurred, only from the day on which the insurer becomes aware of it,

2- In the event of a loss, only from the day on which the relevant parties become aware of it if they can prove that they were unaware of it until then. If the insured's action against the insurer arises from a third party's recourse, the limitation period runs only from the day on which this third party brings legal action against the insured or the insured has paid them compensation. The limitation period is extended to ten years for life insurance policies where the *Beneficiary* is a separate person from the policyholder and in personal accident insurance policies where the beneficiaries are the heirs of the deceased insured. In respect of life insurance policies, notwithstanding the provisions of paragraph 2, the action taken by the *Beneficiary* must be brought within thirty years of the insured's *Death*."

Article L114-2 "The limitation period is interrupted by one of the ordinary causes of interruption and by the appointment of experts following an insured loss. The interruption of the limitation period may also be initiated by the dispatch of a registered letter, or an electronic registered letter, with proof of delivery from the insurer to the insured regarding action for payment of the premium and by the insured to the insurer regarding payment of compensation."

Article L114-3 "Notwithstanding article 2254 of the French Civil Code, the parties to the insurance contract cannot, even by mutual agreement, modify the duration of the limitation period, nor add to the motives for its suspension or interruption." The ordinary causes of interruption of the limitation period under the French Civil Code are:

- the acknowledgement by the debtor of the right of the person against whom they were seeking interruption of the limitation period (article 2240 of the French Civil Code);
- a legal *Claim* (Articles 2241 to 2243 of the French Civil Code);
- provisional measures taken in application of the code of civil enforcement procedures or an act of enforcement (Article 2244 of the French Civil Code);
- a summons served on one of the joint debtors by means of legal action or an act of enforcement or the acknowledgement by the debtor of the right of the person against whom they were seeking interruption of the limitation period (Article 2245 of the French Civil Code);
- a summons served on the principal debtor or their acknowledgement in cases of limitation periods applicable to sureties (Article 2246 of the French Civil Code).

9.7. SUBROGATION

Up to the level of the costs incurred by them, the insurer is subrogated under the terms of Article L. 121-12 of the French Insurance Code to the rights and actions of the *Corporate Policyholder* and the *Insured* against any person responsible for the *Loss*.

Similarly, where all or part of the benefits provided in implementation of the *Policy* are covered fully or partially by an insurance policy, a health insurance body, French Social Security or any other organisation, the insurer is subrogated to the rights and actions of the *Insured* in respect of the aforementioned bodies and policies.

9.8. AUDIT

The insurer reserves the right to request any documentation from you which is required to carry out an accurate assessment of the benefits payable, in particular through the production of medical certificates or post-operative reports and/or by obtaining a second opinion from the insurer's doctor.

9.9. COMPLAINTS – MEDIATION

Quality of service is at the heart of our commitments, but if the *Corporate Policyholder* and/or the *Insured* wish to make a complaint about the services provided by our company, the *Corporate Policyholder* and/or the *Insured* can do so through their usual contact.

If they are not satisfied with the response provided, the *Corporate Policyholder* and/or the *Insured* can contact our Complaints Department:

By post: APRIL International Care France - Service Courrier - 1, rue du Mont - CS 80010 - 81700 Blan – France

At our offices: APRIL International Care France - 14, rue Gerty Archimède - 75012 PARIS

By email: reclamation.expat@april-international.com

For your information, our insurance partners, CHUBB European Group Limited (Le Colisée, 8 avenue de l'Arche, 92419 Courbevoie Cedex, FRANCE) and Solucia PJ (3, boulevard Diderot, CS 31246, 75590 Paris Cedex 12, FRANCE), have entrusted us with the handling of complaints.

We will do our utmost to respond to *Your* complaint within a maximum period of 48 working hours and are committed to keeping the *Corporate Policyholder* and/or the *Insured* informed of the progress of the complaint within the same timescale if, for reasons beyond our control, it needs to be extended.

If the dispute persists and if no amicable solution can be found, *You* may, without prejudice to the other legal remedies available to *You*, contact the French Insurance Ombudsman - "La Médiation de l'Assurance" - TSA 50110 - 75441 Paris Cedex 09 - FRANCE. If this policy was purchased remotely via the Internet, *You* can also apply to the relevant ombudsman by lodging a complaint on the European Commission's dispute resolution website at the following address: <http://ec.europa.eu/consumers/odr/>.

We would inform you that the data collected in order to handle your complaint will be processed electronically by our company for the purposes of complaint monitoring and will be passed on for this purpose only to the insurer, their reinsurers and the APRIL holding company as well as to our partner service providers for the implementation of your insurance cover. The information collected is essential for the registration, administration and activation of membership applications by APRIL International Care France, the insurers or their agents. *You* have the right to access and query your personal information and have this information corrected or deleted (see paragraph 9.10).

9.10. INFORMATION ABOUT THE *INSURED*

In the course of our relationship, We are required to collect personal data about *You*. Information on how the data is processed and how *You* can exercise your rights in respect of this data can be found in the Data Protection Notice provided to *You*. This document is also available from our advisors and on our website www.april-international.com.

april International Care

APRIL International Care:
14 rue Gerty Archimède - 75012 Paris - FRANCE
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A French simplified joint-stock company (S.A.S.) with a capital of €200,000. RCS Paris 309 707 727
Insurance intermediary - Registered with ORIAS under number 07 008 000 (www.orias.fr)
Prudential Supervision and Resolution Authority -
4 place de Budapest - CS 92459 - 75436 Paris Cedex 09 France
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STATUTES

ASSOCIATION DES ASSURES APRIL

Updated 17th April 2018

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TITLE I – CREATION – PURPOSE – HEADQUARTERS – DURATION

Article 1. CREATION AND NAME

An Association named the “Association des Assurés APRIL”, or abbreviated to Association 3A, was founded by private deed in Lyon on 1st January 1984. It is governed by the French Act of 1st July 1901 and the Decree of 16th August 1901.

It is a non-profit association.

On 27th April 2018 the Extraordinary General Meeting of the Association des Assurés APRIL recorded the effective completion of the merger of the Association des Assurés d’APRIL INTERNATIONAL with the Association des Assurés APRIL and the automatic dissolution without liquidation of the Association des Assurés APRIL INTERNATIONAL.

Article 2. PURPOSE

The purpose of this Association is:

- to study, research, arrange and develop all types of insurance and assistance products and services, particularly in the field of death & disability, health and retirement, in order to optimise for its Members, the purchase of supplementary or additional voluntary benefits, or benefits from the 1st euro, as required in addition to the benefits provided by the mandatory schemes, in particular by the signing of group insurance contracts with optional or compulsory membership;
- to raise awareness amongst its Members of the essential aspects of prevention in order to enable them to take care of their health on the one hand and, on the other hand, to obtain preferential terms from insurance companies which take into account the responsible behaviour of its Members in matters of health;
- to carry out statistical studies and analyses on the day-to-day behaviour of its Members in the field of health and personal risk insurance;
- to implement actions in respect of prevention, support and assistance to the Insured through an Outreach Fund.

Article 3. HEAD OFFICE

The head office is located in the 3rd district of Lyon at 114 boulevard Marius Vivier Merle.

It may be transferred by decision of the Board which has the power to amend the statutes for this purpose.

Article 4. DURATION

The association is formed for an unlimited period. It ceases to exist, however, in the event of voluntary, statutory or judicial dissolution.

TITLE II – MEMBERS AND CONDITIONS OF MEMBERSHIP

Article 5. COMPOSITION

The Association is made up of Members broken down into:

- Members;
- Members with non-salaried status;
- Group Members (companies, organisations or other legal entities) who have signed up to one of the agreements entered into by the Association on behalf of their employees.

To be a Member of the Association, you must be covered by the insurance under one of the agreements entered into by the Association and have paid the membership fee.

Member status is acquired from the date of receipt of the application for membership and payment of the membership fee, subject to acceptance of membership of the insurance agreement by the insurer. If the application for membership is not accepted, the membership fee will be refunded no later than thirty days after notification of refusal by the insurer.

The following are also Members, but without voting rights, by decision of the Board:

- Persons or legal entities that serve or have served the Association with distinction. They are known as honorary members or members of honour;
- Persons or legal entities that have made a donation or bequest to the Association. They are known as supporting members.

Article 6. LOSS OF MEMBERSHIP STATUS

Membership is lost in the following cases:

- death, disappearance or absence for individuals;
- voluntary or legal liquidation or dissolution for legal entities;
- expulsion decided by the Board for breaches of these statutes or if conduct is found to conflict with the financial and moral interests of the Association;

- loss of insured status under one of the agreements entered into by the Association (termination, disenrollment or cancellation);

- resignation submitted to the Chairman at the Association's registered office by registered letter with proof of receipt. A copy of the letter issued by the administrator of the plan(s) confirming the termination of their insurance must be enclosed with this letter; these terminations must meet the conditions stipulated in the information notice(s) serving as the general conditions of the plan(s).

In all cases, any membership fees charged for the year in which the loss of membership status occurs will be retained by the Association.

TITLE III – LIABILITY OF AND ENFORCEABILITY ON MEMBERS

Article 7. LIABILITY OF MEMBERS

Members who have signed up to the agreements entered into by the Association are in no way personally liable for commitments made by the Association with liability being limited to the assets of the Association.

Article 8. ENFORCEABILITY ON MEMBERS

Any membership of the Association falls within the framework of the insurance agreements entered into by the Association and the insurers. The content of these agreements, in particular the conditions and consequences of termination of the agreements by the Association or the insurer, is given to Members when they join the Association and the plan in the form of an information notice serving as the general conditions.

TITLE IV – RESOURCES - EXPENSES

Article 9. ASSOCIATION RESOURCES

The Association's resources are made up of:

- the membership fees paid by Members;
- income from its property;
- sums received in return for services provided by the Association;
- grants or payments authorised by law;
- any other resources not prohibited by law.

Article 10. EXPENSES

The expenses of the Association consist of all sums necessary for its operation and representation. They are ordered by the Board or by any other person appointed by the Board for this purpose.

TITLE V – SOCIAL OUTREACH

Article 11. OUTREACH FUND

An Outreach Fund has been created for the purpose of financing support and assistance to Members.

The amount allocated annually to the Outreach Fund is decided by the Board which sets out the guidelines, missions and operating rules.

The various Outreach Actions carried out by the Association and their conditions of access and award are set out in the Association Rules and Regulations.

TITLE VI – ADMINISTRATION AND OPERATION

Article 12. BOARD OF DIRECTORS

1. Composition

The Association is managed by a Board of Directors consisting of a minimum of six (6) members and a maximum of fifteen (15) members appointed for six (6) years. The members of the Board of Directors are appointed by the General Assembly and are chosen from among the Members of the Association.

More than half of the Board members must be Members who do not hold, or have not held in the two years preceding their appointment, any interest or office in the insurance companies having signed the insurance agreements entered into by the Association and who do not receive or have not received, during the same period, any remuneration from these same insurers.

Any current Directors who take up office in, or receive any remuneration whatsoever from, one of the insurance companies having signed an insurance agreement with the Association agree to immediately notify the Chairman by registered letter with proof of receipt.

If this declaration were to reduce the number of Directors who do not, or did not during the two years preceding their appointment, hold any interest or office in the insurance organisations having signed the insurance agreements entered into by the Association and who do not or did not during the same period receive any remuneration from these insurance companies, to less than 51%, the Director in question will automatically forfeit

his or her role as Director and will be replaced in accordance with article 12 of the statutes. In the event of a vacancy arising due to a death, a resignation, a Board member reaching the upper age limit or any other cause, the Board will provisionally replace these members. They will be permanently replaced at the next General Assembly. The term of office of any member elected in this way will come to an end when the term of office of the member they replaced would normally have expired.

If they are not ratified, the deliberations and actions of the Board during the period since the provisional appointment will nonetheless remain valid.

A third of the Board is renewed every 2 years. Outgoing members are eligible for re-election. The order of outgoing members is determined by the length of their term of office.

Any person aged 18 or over on the day of the election who is a Member of the Association and has paid the membership fee is eligible for Board membership.

The age limit for the position of Director is 70. If this age is reached during the term of office, the term of office will automatically end on the Director's anniversary date.

Any new application must be brought to the attention of the Chairman of the Board by registered letter received at least thirty days before the date of the General Assembly, together with:

- a copy of an identity document;
- a sworn declaration that no criminal convictions are held or no measures referred to in paragraphs 1 to 5 of Article L322-2 of the French Insurance Code apply;
- a certificate indicating the existence or absence of any office held with or remuneration received from any of the insurance organisations having signed an insurance agreement with the Association.

No-one can be a member of the Board of the Association, either directly or indirectly or by proxy, or administer, direct or manage the Association in any capacity whatsoever, or have the authority to sign on behalf of the Association if he or she has held any of the convictions or been subject to any of the measures referred to in paragraphs 1 to 5 of Article L322-2 of the French Insurance Code.

Each year the Board elects an executive committee by secret ballot of its members by a majority vote. This executive committee consists of a Chairman, a Vice-Chairman, a Secretary, a Treasurer and any deputies. Outgoing members of the executive committee are eligible for re-election. The Board may be assisted by any person it deems useful, whether or not they are members of the Association.

2. Board meetings

The Board meets as often as the interests of the Association require when convened by the Chairman. The Board may be convened by any means at his or her convenience.

The deliberations of the Board are minuted and recorded in a register signed by the Chairman and at least one Director.

The Board will be valid only if more than half of the Directors are present.

Decisions of the Board are taken by a majority of the Directors present. In the event of a tie, the Chairman has the casting vote. Only items on the agenda may be put to a vote.

Any member of the Board who, without justification, fails to attend three consecutive meetings may be excluded by the Board, having first been given the opportunity to comment.

3. Remuneration

Directorships are not remunerated. However, expenses and disbursements incurred in the performance of their duties are reimbursed on the basis of documentary evidence. The financial report presented at the Ordinary General Assembly must state the amount of expenses and disbursements reimbursed to Directors.

4. Powers

The Board is vested generally with the widest powers to act on behalf of the Association. It sets the amount of the membership fee payable by members of the Association.

It can delegate authority to the Chairman or to a member of the executive committee.

5. Functions and powers of the Chairman – Functions of the Secretary and the Treasurer

The members of the executive committee are specially entrusted with the following responsibilities:

1. The **Chairman** directs the work of the Board and is responsible for the running of the Association. He or she is the Association's representative in legal proceedings and in all civil acts. He or she has full authority in this respect. He or she may delegate his or her authority to another Director. In his or her absence, the Vice-Chairman will deputise.
2. The **Secretary** is responsible for correspondence, in particular for sending out the various notices to attend meetings. He or she drafts the minutes of proceedings and transcribes them in the records and carries out all formalities required by law.
3. The **Treasurer** is responsible for managing the Association's assets and accounts. He or she collects revenue and makes payments under the supervision of the Chairman. He or she submits an annual administration report to the General Assembly in order that it may rule on the accounts.

The duties of the members of the Executive Committee may not be remunerated in any form whatsoever.

Article 13. GENERAL ASSEMBLIES

1. General Assemblies

1.1. Ordinary General Assembly

At least once a year, Members are invited to attend the Ordinary General Assembly in accordance with the procedure described above.

The General Assembly hears:

- the management report prepared by the Board covering the operation of insurance agreements entered into by the Association. This report is made available to Members who request it;
- the auditor's reports;
- the chairman's report;
- the financial report.

The General Assembly, having deliberated and ruled on the various reports, approves the accounts for the previous financial year (calendar year) and deliberates on all other points on the agenda.

It provides for the renewal of Board members under the conditions set out in Article 12 of these statutes.

1.2. Extraordinary General Assembly

Extraordinary General Assemblies are convened under the conditions set out above.

The Extraordinary General Assembly rules on matters within its exclusive jurisdiction: amendments to the statutes and mergers or dissolutions.

2. Notices to attend

2.1. Notices to attend the Ordinary and Extraordinary General Assemblies

Members of the Association, as defined in article 5 who are members on the day of the decision to issue notices to attend and who have paid their membership fee, meet at least once a year at the Ordinary General Assembly and as required at an Extraordinary General Assembly.

Meetings of Ordinary General Assemblies and Extraordinary General Assemblies consist of all Members of the Association who have paid their membership fee.

The invitation is personal and is valid if extended by the Board:

- either by letter or email sent at least sixty calendar days before the date of the General Assembly;
- or by an announcement in a publication sent out to all Members.

General Assemblies are convened by the Chairman of the Association or, for Extraordinary General Assemblies, at the request of at least 10% of Members. In this case, notices to attend the Extraordinary General Assembly must be sent out within eight days of filing the request and the Extraordinary General Assembly must be held within thirty days of these notices being sent out.

Notices to attend must specify the date, time, place and agenda planned and drawn up by the Board.

Draft resolutions signed by at least one hundred Members are also included on the agenda, if they are sent by registered letter to the Chairman of the Board at least forty-five days before the date set for the General Assembly.

Only resolutions passed by the General Assembly on items on the agenda will be considered valid.

Notices to attend must also state that, in the absence of a quorum, they serve as notices to attend a second General Assembly.

3. Voting rights

3.1. Voting rights at Ordinary and Extraordinary General Assemblies

Each Member of the Association has voting rights and one vote at Ordinary and Extraordinary General Assemblies.

Legal entity members of the Association are represented by their legal representative.

Each individual Member has the right to name another Member or his or her spouse as their proxy. A single Member cannot hold more than 5% of voting rights. The proxy vote applies to only one General Assembly, or two if a quorum is not reached at the first meeting, or if two Assemblies – one Ordinary and one Extraordinary – are held on the same day.

Blank proxy forms returned to the Association are allocated to the Chairman or to his or her delegate on the Board and enable a vote to be held on the adoption of draft resolutions presented or approved by the Board.

3.1.1. Ordinary General Assembly

Decisions of the Ordinary General Assembly are adopted by a majority vote.

All decisions are taken by a show of hands.

However, if at least a quarter of Members in attendance make the request, votes can be cast by secret ballot.

For the election of Board members, a secret ballot is compulsory.

3.1.1. Extraordinary General Assembly

Decisions of the Extraordinary General Assembly must be taken by a two-thirds majority of Members in attendance or represented.

Votes are held by a show of hands unless at least a quarter of Members in attendance request voting by secret ballot.

4. Meetings of the Assemblies

Assemblies are chaired by the Chairman of the Association who may delegate his or her duties to the Vice-Chairman or to another Director.

Proceedings are recorded in the minutes, entered in a special register and signed by the Chairman and the Secretary. The minutes are available at the Association headquarters.

An attendance sheet is completed and certified by the Chairman and the Secretary.

All Members, including those who are absent, are bound by the decisions of the General Assembly within the limits of the powers conferred by these statutes.

4.1. Meetings of the Ordinary and Extraordinary General Assemblies

Ordinary and Extraordinary General Assemblies cannot validly deliberate unless at least one thousand Members are present or represented. If, at the first meeting, the General Assembly does not reach a quorum, a second meeting of the General Assembly is convened. The meeting can then deliberate validly regardless of the number of Members present or represented.

If a quorum is not reached, the second General Assembly may be held following the first with the same agenda.

By decision of the Chairman, the Ordinary and Extraordinary General Assemblies may be held remotely using electronic voting.

Article 14. ASSOCIATION RULES AND REGULATIONS

Association rules and regulations may be drawn up by the Board of Directors to supplement the statutory provisions.

Article 15. DISSOLUTION – MERGER – TRANSFER OF ASSETS

The dissolution of the Association or its merger or union with another organisation can only be approved if proposed by the Board at an Extraordinary General Assembly, in accordance with the conditions set out above.

In accordance with Article L140-6 of the French Insurance Code, in the event of the liquidation or dissolution of the Association, memberships of group insurance agreements which are active on the date of the dissolution or liquidation will continue as of right.

Article 16. LANGUAGE

These statutes are in French. If they are translated into other languages, only the French version is binding.

Pierre-Henry MICHAUD
Chairman

Jean-Louis FAVROT
Secretary