

Information Notice
MSH Assistance
Assistance and Civil Liability cover
Policy no. FRBOPA75246

CHUBB®

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

FRBOPA75246 ASFE MSH Assistance CGFR EN 202602

General Terms and Conditions

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

Section I – General Provisions

A. Definitions

Accident

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

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

Work Accident

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

Act of Terrorism or Sabotage, Attack

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

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

Member

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

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

Policy Year

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

Insurer

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

Insured Party

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

Membership certificate

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

Serious Medical Condition

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

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

Spouse

Spouse refers to:

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

Policy

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

Effective Date

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

Forfeiture

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

Bodily Injury

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

Consequential Financial Losses

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

Property Damage

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

Dependent Children

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

- up to seventeen (17) years of age.

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

Personal Transport Vehicle

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

Motorised Personal Transport Vehicle

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

Non-Motorised Personal Transport Vehicle

Any small vehicle without an engine.

Hospital

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

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

Europ Assistance

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

Generating Event/Harmful Event

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

Exclusion

Anything not covered by the Policy.

Expatriate/Posted Employees

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

Metropolitan France

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

Excess

This can be:

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

Civil War

Civil War is the situation where, within a State, armed forces of a State are opposed to identifiable armed groups or armed groups

between themselves, in wars whose scale and extent exceed mere revolt or insurgency.

Foreign War

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

Illness

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

Family Member

- Spouse.
- Dependent children.

Close relative

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

Country of Nationality

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

Country of Origin

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

Country of residence / Country of Posting or Expatriation

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

Foreign Countries

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

Pollution

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

Premium

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

Third-Party Claim

A Complaint is any request for compensation made in or out of court by a Third Party or its assignees and sent to the Insured Party or his or her Insurer.

Claim

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

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

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

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

- **For other heads of cover**

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

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

Policyholder under the group policy

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

Third Party

Any individual or legal entity other than:

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

USA / Canada

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

Remote Areas

Areas outside civilisation, isolated and where rapid search, rescue and recovery are not possible.

The following applies:

- Civilisation is a constantly inhabited place where it is possible to feed oneself, to spend the night in a permanently inhabited structure, to use telecommunications and benefit from medical care.
- Isolation means a distance of at least one full day's walk between the area and the nearest inhabited place.
- Rapid search, rescue and recovery must be launched by external persons within 12 hours of the alert.

B. Scope and effective date of cover

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

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

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

C. Exclusions applicable to all heads of cover

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

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

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

- **Caused or provoked intentionally by the Insured Party;**
- **Due to the driving of any type of vehicle in a state of intoxication when the blood alcohol level is equal to or greater than the legally allowable limit in the country where the Accident takes place;**

- Due to the Insured Party's use of drugs, narcotics or tranquillisers that are not medically prescribed or due to the driving of any type of vehicle, when the Insured Party is under the influence of these drugs, narcotics or tranquillisers prescribed medically, even though the medical notice prohibits the driving of any type of vehicle;
- Caused by the suicide or attempted suicide of the Insured Party;
- Resulting from any neuropsychiatric, psychological or psychosomatic disorders, any outward sign justifying neuropsychiatric treatment or, in particular, nervous breakdown or anxiety;
- Resulting from pregnancy and childbirth except in the event of an unforeseeable complication that could endanger the life of the mother and/or the unborn child, or from infertility treatment, as well as termination of pregnancy;
- Resulting from the Insured Party's participation in bets of any kind (except sporting competitions), fights (except in case of legitimate defence) or offences and crimes within the meaning of the applicable criminal law.
- Resulting from engaging in a sport as a professional or participating, even as an amateur, in motor vehicle races or sports deemed dangerous such as ski jumping, bungee jumping, scuba diving, extreme sports and record attempts;
- Resulting from the use, as a pilot, of any device permitting movement through the air or resulting from engaging, as a pilot or passenger, in any air sports and particularly hang-gliding, parachuting, paragliding, or microlighting;
- Resulting from air travel for the purpose of taking part in a construction activity, photography, aerial advertising, flights relating to the filming or production of television or cinema programmes, flights to offshore platforms and flights with flying clubs.
- Experienced by the Insured Party as a passenger of an Air Transport Company whose pilot does not hold the necessary certificates, licences or permits.
- Due to thermal, mechanical, radioactive and other effects, stemming from any change in the atomic structure of the material or the artificial acceleration of atomic particles or due to radiation from radioisotopes;
- Resulting from an Assault, an Act of Terrorism, Sabotage or an Attack of which the Insured Party is a victim, if it is proved that the Insured Party took an active part as perpetrator or instigator of these events;
- Caused by Foreign War or Civil War. Insured Persons caught off guard by the occurrence of such events, in the Country of Posting or Expatriation, shall be required to leave the location of the hostilities as soon as possible. The cover shall remain available to them until they return to their Country of Origin or Nationality and for a maximum of fourteen (14) days from the date on which the hostilities occur. An Insured Party who goes to a Country of Posting or Expatriation where tensions are already observed shall not benefit from this exemption.

D. Cessation of Cover

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

- On the termination date of the group insurance policy taken out by ASFE with Chubb European Group SE,
- On the date on which the Insured Party ceases to be part of the insured group,
- The cover shall cease sixty (60) days after the Insured Party's definitive return to his or her Country of Origin or Residence.

Section II – Cover

1. Personal Assistance

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

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

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

1.1. Emergency medical transport

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

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

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

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

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

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

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

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

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

1.3. Repatriation to the Insured Party's Country of Origin or Nationality

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

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

1.4. Repatriation of the body in case of death

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

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

1.5. Identification of the body and death formalities

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

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

1.6. Accompaniment of the deceased

Europ Assistance shall provide one (1) insured Family member with a round-trip air ticket (economy class) or train ticket (first class) to enable him or her to accompany the deceased's body to the place of the funeral.

1.7. Repatriation of the children under the age of 18 of the Insured Party in the event that the Insured Party is repatriated and Organisation and payment of the travel of a relative or an accompanying person where necessary Europ Assistance shall organise and pay for the return of accompanying Dependent Children under the age of 18 in the event that the Insured Party is repatriated to his or her Country of Origin or Country of Nationality or his or her Country of Residence/Country of Posting or Expatriation if the means originally planned for their return can no longer be used as a result of such repatriation.

If the presence of a Family Member or an accompanying person is necessary, **Europ Assistance** shall provide **One (1)** member of the Family who is still in the Home Country, or an accompanying person, with a round-trip air or train ticket so that they can travel to the Country of Posting or Expatriation.

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

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

1.8. Presence with the hospitalised Insured Party

If the Insured Party is hospitalised and if his or her condition prevents him or her returning to his or her Home Country, Europ Assistance shall make available to Two (2) members of his or her Family, a round-trip ticket for air travel (economy class) or train travel so that they can go to his or her bedside, only departing from the Insured Party's Country of Origin or Nationality.

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

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

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

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

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

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

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

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

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

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

1.11. Exclusions specific to the “Personal Assistance” service

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

- May not intervene outside the limit of the approvals given by the local authorities;
- May in no case take the place of the local emergency assistance organisations or cover the expenses thus incurred;
- Is not held responsible for misconduct or mishaps in the performance of the obligations resulting from cases of force majeure or an Event such as Riot, Civil War, Foreign War, Popular Uprising, revolution, strike, seizure or constraint by public force, official ban, piracy, explosion of a device, nuclear or radioactive effect, or weather-related obstacles;
- It is not required to intervene in cases in which the Insured Party has voluntarily committed violations of the laws in force in the countries through which he or she passes or in which he or she stays;
- Events occurring because of the Insured Party’s participation as a competitor in sporting competitions, bets, matches, contests, rallies or in their preparatory trials;
- The consequences of pre-existing diagnosed and/or treated illnesses and/or injuries that have required continuous hospitalisation, hospital day admission or outpatient hospitalisation within the six months prior to any request, whether due to the manifestation or worsening of such condition;

2. Psychological Support

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

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

Europ Assistance shall organise and pay for three telephone interviews.

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

3. Helpline (Medical Advice)

3.1 Special definitions:

Doctor

Any medical officer providing advice via the helpline.

Healthcare Professional

The Doctor as defined above, as well as nurses.

Helpline

The advisory service provided by phone to Insureds/Beneficiaries.

- Services under the Helpline cover are provided 24/7 on the following number: +33 1 41 85 90 15
- The Helpline is not intended to replace overall care and monitoring of the Beneficiary by a doctor.
- Medical information exchanged with Healthcare Professionals shall remain strictly confidential and is subject to medical confidentiality; no data is forwarded to the Insurer.
- Prior to or during the journey, the Beneficiary may use the Chubb Helpline to gain access to a Healthcare Professional who may provide health information of a documentary nature, without providing any diagnosis.

Cover limit

The Insurer accepts no liability for service interruptions and/or damage resulting from failures or interruptions in telephone and/or computer networks.

3.2 Helpline exclusions

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

- Requests for a second medical opinion
- Information regarding a specific medical questionnaire
- Medical appointments and prescriptions

Limits: The Healthcare Professional may consider that they are unable to provide advice via the Helpline if the request requires a medical appointment. Where applicable, it is the user's responsibility to consult their own general practitioner.

Under no circumstances may the information provided replace overall individual care provided by a Healthcare Professional. As far as possible, the user must always prioritise consulting their general practitioner.

In any event, the Insurer accepts no liability for the interpretation or use of information provided via the Helpline or for the consequences thereof.

Description of the Helpline

The Helpline service offers 24/7 access by phone **and is provided in French.**

When the Insured files an assistance application, they may access the Helpline staffed by Healthcare Professionals.

Conversations between the Healthcare Professional and the Insured are subject to medical confidentiality.

Use of the Helpline results in the processing of the Insured's medical data.

Special information: No prescriptions will be issued.

4. Second Medical Opinion

Chubb provides the Insured, their spouse, and/or their dependent children with access to a remote second medical opinion service following an accident or illness covered by the policy.

This service allows the Insured to obtain a second medical opinion through a network of doctors who are national and international experts in their fields. The aim is to provide the Insured with additional explanations and information about the initial diagnosis that has already been made, to present alternative solutions and treatments that have been applied in similar cases, enabling the Insured to better understand their state of health and the proposed treatment. If necessary, the Insured may be referred to renowned medical experts.

A medical report written by an independent medical expert will be given to the Insured. This expert is a recognized specialist in the pathologies affecting the Insured. The medical report is produced on the basis of the original examinations and diagnoses provided by the Insured. If desired, the Insured may share this report with their treating physician and agree on the next steps with them.

4.1. Implementation of the service:

To access the Second Medical Opinion service, the Insured must log in to the website

www.chubbsecondavismedical.com and fill out the requested information, providing the Chubb policy number FRBOPA75246.

- A doctor that speaks the member's language is assigned as Case Manager since the very first moment. The CM receives all the patient's relevant information and main health concerns;
- With all the relevant medical records from the patient, a clinical summary of the case is created;
- International medical experts are selected to deeply evaluate the case and bring their experience and vision over the case;
- The Case Manager prepares the report in the patient's native language based on the expert's opinion;
- The case manager makes a detailed explanation of the report results and the expert's opinions, answering any question arising.

The purpose of this service is to provide additional information and is in no way intended to replace the advice and/or treatment given by the Insured's attending physician. The Service is available to the Insured at any time for any additional questions.

5. "Private life" Civil Liability

This cover shall be available strictly and only in the Country of Posting or Expatriation.

By extension, this cover is granted for a maximum of sixty (60) days:

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

3.1. Scope of the cover

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

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

3.2. Amount of the cover for private life Civil Liability

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

- Food Poisoning: **One Million Five Hundred Thousand Euros (€1,500,000) per Policy Year**
- Property-related losses: **One Million Five Hundred Thousand Euros (€1,500,000) per Claim**, subject to deduction of an **Excess per Claim of Three Hundred Euros (€300)**.
- Consequential Financial Losses: **Three Hundred Thousand Euros (€300,000) per Claim**, subject to deduction of an **Excess per Claim of Three Hundred Euros (€300)**.

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

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

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

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

3.3. Exclusions from the cover for private life Civil Liability

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

- Damage caused by the Insured Party in his or her Home Country;
- Damage caused by asbestos (including asbestos fibres or dust), lead (including particles containing lead), toxic mould or fungal contamination and Pollution Damage in the USA/Canada;
- Damage occurring during the use of a car or motor vehicle, sailing boat or motorboat, aircraft or riding animals owned, operated or under the care of the Insured Party or the persons for whom he or she is liable;
- Property Damage resulting from fire, explosion or water damage if they occurred within the premises owned, occupied or leased by the Insured Party, with the understanding, however, that the cover shall apply to such Damage that occurred in a hotel room rented by the Insured Party or by the Policyholder for a period of less than thirty consecutive days, on the express condition that the Insured Party does not elect domicile there;
- Non-consequential Intangible Damage;
- Dangerous sports: mountaineering, caving, boxing, polo, karate, American football, parachuting, aircraft piloting, gliding, hang gliding, bungee jumping, microlighting, or scuba diving;
- All consequences of contractual commitments made by the Insured Party to the extent that the obligations that would result exceed its obligations under common law;
- Damages caused by the Insured Party while hunting;
- Judicial compensation, usually referred to as "Punitive" or "Exemplary Damages" and generally defined as compensation supplementing the reparation of the actual harm, which may be awarded to victims by the courts of the USA or Canada, where they consider that the party having caused the Damage had "anti-social" or "more than negligent" behaviour or was "in wilful ignorance of its consequences".
- Damage caused by or to any land motor vehicle whether subject or not to the vehicle insurance obligation (including trailer, tow bar or articulated lorry) when the Insured Party is the owner, driver or custodian. It is understood that this exclusion also applies to damage caused by the use of micro-tractors, tilling machines, ride-on lawnmowers, toy vehicles of any engine capacity and any Personal Transport Vehicle.

Also excluded shall be Damage:

- Caused to property, including animals, operated, used or under the care of the Insured Party, even where they are entrusted to him or her as part of a voluntary activity;
- Resulting from the Insured Party's professional or remunerated activity as well as public or union duties;
- Caused to the goods, objects, products or animals sold by the Insured Party;
- Resulting from any Act of Terrorism or Sabotage, an Attack, a Riot or a Popular Unrest;
- Resulting from non-accidental pollution;
- Caused by horses or other equines, by dogs of category 1 or 2, as defined in Article 211-1 of the French Rural Code, or by wild animals;
- All the financial consequences of the civil liability for which the Insured Party is liable as employer resulting from a work accident or professional illness affecting one of his or her Employees in the course of his or her duties;
- Damage resulting from the Insured Party's corporate management with regard to his or her Employees or former employees, prospective employees, their successors and social partners;
- Damage caused by the Insured Party in all countries other than his or her Country of Posting or Expatriation (the cover shall remain valid for 60 days for temporary stays outside the Country of Residence/Country of Posting or Expatriation, or after the Insured Party has definitively returned to his or her Country of Origin or Country of Nationality).
- .

3.4. **Time Limits**

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

3.5. **Criminal Defence and Appeal**

The implementation of this cover is entrusted to:

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

Phone: +01 53 26 25 25

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

a) *Scope of the cover*

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

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

b) *Insured services*

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

1. To provide the Insured Party with all information on the extent of his or her rights and on how to assert them, and to take all steps and measures and implement all legal means to resolve the dispute;
2. To refer the matter to the lawyer chosen by the Insured Party and, if no choice is made, to provide it with a lawyer:

- Where the interests of the Insured Party need to be defended, represented or invoked before a court or hearing,
- In the event of a conflict of interest, i.e. if GIE CIVIS is required to simultaneously defend the interests of the Insured's opposing party;

3. To pay the fees of agents (lawyers, correspondents, bailiffs and experts) and all other necessary costs, insofar as these costs and fees need to be incurred by the Insured Party to have his or her rights recognised and enforced, subject to the following limits:

- €30,000 in the USA
- €16,000 excluding the USA

c) *Geographical scope of the cover*

The cover applies in the Insured Party's Country of residence/Country of Posting or Expatriation.

d) *Implementation of cover*

1. Declaration

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

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

2. Assembling the file

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

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

3. Prior agreement on bringing proceedings

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

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

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

4. Choosing and engaging lawyers

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

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

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

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

5. Payment of sums and subrogation

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

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

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

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

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

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

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

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

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

A. Insurance Claim (Private life civil liability)

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

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

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

By post:

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

By email: France.DeclarationsRC@Chubb.com>

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

B. Implementation of personal assistance cover, Psychological support & Helpline (Medical advice)

In order for the assistance services to be implemented, the Insured Party must, prior to any intervention involving the cover under the policy, contact **Europ Assistance** stating the number of the Chubb Policy FRBOPA70793, and his/her own last name and first name:

Europ Assistance
Phone: +33 1 41 85 90 15
Email: msh@ea-gcs.com

C. Implementation of Second Medical Opinion

In order for the Second Medical Opinion to be implemented, the Insured Party must contact **Second Medical Opinion Service** stating the number of the Chubb Policy FRBOPA75246:

Second Medical Opinion Service
www.chubbsecondavismedical.com

D. Forfeiture applicable to all heads of cover

- No compensation shall be payable for any Claim reported to the Insurer more than five (5) Days after its occurrence where such delay causes the Insurer to suffer any loss;
- A Member or Insured Party who intentionally provides false information or uses forged or falsified documents with the intention of misleading the Insurer shall forfeit any right to the cover for the Event in question;
- All necessary measures must immediately be taken to limit the consequences of the Event and speed up the recovery of the Insured Party, who must submit to the medical care required by their condition. The Insured Party shall forfeit any right to cover in the event of a failure to fulfil this commitment to limit the extent of the Claim;
- The Insurer's doctor must be able to freely examine the Insured Party in order to assess their condition. Any unjustified refusal to comply with this assessment, after a formal notice has been provided by registered letter, shall result in the forfeiture of the cover.

E. Documents to be provided

1. All heads of cover

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

2. For the cover for "Private Life" Civil Liability

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

He or she must also:

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

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

Section IV - Obligations of the Member

A. Declaration of risk on taking out the Policy

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

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

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

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

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

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

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

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

C. Payment of the premium

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

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

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

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

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

Section V – Cancellation of the Policy

The Policy may be terminated:

1. **By the Member**

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

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

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

The termination shall take effect upon the end of a period of thirty (30) days following its notification to the Insurer.

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

The termination shall take effect upon the end of a period of thirty (30) days following its notification to the Insurer.

2. **By the Insurer**

The Insurer may terminate the Policy each year, on the annual expiry date, subject to a notice period of at least two (2) months.

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

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

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

3. **Automatically**

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

4. **Termination formalities**

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

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

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

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

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

The termination or non-renewal of the Policy shall have no effect on the payment of the services acquired or arising during its period.

Section VI – Miscellaneous Provisions

A. Compliance with economic and trade sanctions

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

B. Expert appraisal in the event of disagreement

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

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

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

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

C. Supervision of the proceedings

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

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

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

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

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

D. Settlement

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

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

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

E. Mediation

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

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

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

F. Limitation period

Any action arising from this insurance contract is time-barred after 2 (two) years from the event giving rise to it. The limitation period may notably be interrupted by the appointment of an expert following a claim, or by the sending—by the Insurer or the insured to the other party—of a registered letter with acknowledgment of receipt (Articles L 114-1, L 114-2, and L 114-3 of the Insurance Code).

Article L 114-1 of the French Insurance Code

All actions arising from an insurance contract are time-barred after two years from the event giving rise to them. By exception, actions arising from an insurance contract relating to damages resulting from ground movements due to soil drought-rehydration, recognized as a natural disaster under the conditions provided for in Article L. 125-1, are time-barred after five years from the event giving rise to them.

However, this period does not run:

1° In the case of concealment, omission, false or inaccurate declaration of the risk, until the day the Insurer becomes aware of it;

2° In the case of a claim, until the day the interested parties become aware of it, if they prove that they were unaware until then.

When the action of the insured against the Insurer is due to a third party's claim, the limitation period only runs from the day the third party takes legal action against the insured or is compensated by the latter.

The limitation period is extended to ten years in life insurance contracts when the beneficiary is a person other than the policyholder and, in accident insurance contracts covering persons, when the beneficiaries are the heirs of the deceased insured.

For life insurance contracts, notwithstanding the provisions of 2°, the beneficiary's actions are time-barred no later than thirty years from the death of the insured.

Article L 114-2 of the French Insurance Code

The limitation period is interrupted by any ordinary cause of interruption of the limitation period and by the appointment of experts following a claim. The interruption of the limitation period for the action may also result from the sending of a registered letter or an electronic registered letter with acknowledgment of receipt, sent by the insurer to the insured regarding the action for payment of the premium and by the insured to the insurer regarding the settlement of the indemnity.

Article L 114-3 of the French Insurance Code

By way of derogation from Article 2254 of the Civil Code, the parties to the insurance contract may not, even by mutual agreement, either modify the duration of the limitation period or add to the causes of suspension or interruption thereof.

The ordinary causes of interruption of the limitation period are listed in Articles 2240 and following of the Civil Code. These include:

Article 2240 of the Civil Code:

Acknowledgment by the debtor of the right of the person against whom he was prescribing interrupts the limitation period.

Article 2241 of the Civil Code:

A legal action, even in summary proceedings, interrupts the limitation period as well as the foreclosure period.

The same applies when it is brought before an incompetent court or when the act of referral to the court is annulled due to a procedural defect.

Article 2242 of the Civil Code:

The interruption resulting from legal action produces its effects until the termination of the proceedings.

Article 2243 of the Civil Code:

The interruption is void if the claimant withdraws their claim or allows the proceedings to lapse, or if their claim is definitively rejected.

Article 2244 of the Civil Code:

The limitation or foreclosure period is also interrupted by a protective measure taken under the Code of Civil Enforcement Procedures or an act of compulsory enforcement.

Article 2245 of the Civil Code:

A summons issued to one of the joint and several debtors by legal action or by an act of compulsory enforcement, or acknowledgment by the debtor of the right of the person against whom he was prescribing, interrupts the limitation period against all others, even their heirs.

However, a summons issued to one of the heirs of a joint and several debtor or acknowledgment by that heir does not interrupt the limitation period with respect to the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. This summons or acknowledgment only interrupts the limitation period, with respect to the other co-debtors, for the share for which that heir is liable.

To interrupt the limitation period for the whole, with respect to the other co-debtors, a summons must be issued to all the heirs of the deceased debtor or acknowledgment by all these heirs.

Article 2246 of the Civil Code:

A summons issued to the principal debtor or their acknowledgment interrupts the limitation period against the guarantor.

The causes for postponing the starting point or suspending the limitation period are as follows:

Article 2234 of the Civil Code:

The limitation period does not run or is suspended against anyone who is unable to act due to an impediment resulting from law, agreement, or force majeure.

Article 2235 of the Civil Code:

It does not run or is suspended against unemancipated minors and adults under guardianship, except for actions for payment or recovery of wages, annuities, alimony, rent, farm rent, rental charges, interest on loans, and, generally, actions for payment of anything payable annually or at shorter intervals.

Article 2238 of the Civil Code:

The limitation period is suspended from the day when, after a dispute arises, the parties agree to mediation or conciliation or, failing a written agreement, from the day of the first mediation or conciliation meeting.

The limitation period resumes, for a period not less than six months, from the date on which one or both parties, or the mediator or conciliator, declare that the mediation or conciliation is over.

Article 2239 of the Civil Code:

The limitation period is also suspended when the judge grants a request for investigative measures made before any trial.

The limitation period resumes, for a period not less than six months, from the day the measure has been carried out.

By way of derogation from Article 2254 of the Civil Code, the parties to the insurance contract may not, even by mutual agreement, either modify the duration of the limitation period or add to the causes of suspension or interruption thereof.

G. Subrogation

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

H. Multiple Insurance Policies

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

I. Complaints and Mediation

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

Third-party claims

Chubb European Group SE

Phone: +33 1 55 91 48 69

Email: reclamationclient@chubb.com

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

Mediation and litigation

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

www.mediation-assurance.org

La Médiation de l'Assurance

TSA 50110

75441 Paris Cedex 09, France

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

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

K. Interest

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

Section VII – Protection of Personal Data

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

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

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

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

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

Section VIII – Applicable Law and Supervisory Authority

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

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

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

“MSH Assistance” table of cover

Nature of cover	Maximum amount of cover	Territorial Limits/Excess
Personal assistance		
• Emergency medical transport	Actual costs	Worldwide
• Repatriation to the Insured Party's Country of Residence/Country of Posting or Expatriation	Actual costs	
• Repatriation to the Insured Party's Country of Origin or Nationality	Actual costs	
• Repatriation of the body in case of death	Actual costs	The repatriation is organised to the Country of Residence/Country of Posting or Expatriation or to the Country of Origin or Nationality
• Coffin or urn costs	Up to €2,000	
• Identification of the body and death formalities	Round-trip ticket for air or train travel for 2 members of the family and coverage of costs of staying up to €150 per day per person over a maximum period of 2 days	
• Accompaniment of the deceased's body or urn	Round trip air or train ticket for one family member	
• Repatriation of children under the age of 18 in the event of hospitalisation and	Return air or train ticket	
• Organisation and coverage of the costs of the travel arrangements of a relative or an accompanying person where necessary	Round-trip ticket for air or train travel for one member of the family and coverage of costs of staying up to €150 per day per person over a maximum period of 2 days	The repatriation is organised to the Country of Residence/Country of Posting or Expatriation or to the Country of Origin or Nationality
• Presence with the hospitalised Insured Party	Round-trip ticket for air or train travel for two members of the family and coverage of costs of staying up to €150 per day, capped at €1,500.	
• Return of the Insured Party to his or her place of residence (within 2 months of repatriation)	Return ticket	
• Early return in the event of death or serious illness of a close relative	Round-trip ticket (max once per year for the same event)	Claim occurring in any place worldwide
• Psychological Assistance	3 telephone interviews	
• Helpline (Medical Advice)	By phone 24/24 7/7	
• Second Medical Opinion		
"Private life" Civil Liability:		
• All bodily injury, property damage and intangible damage	€4,500,000	Strictly and only in the Country of Residence/Country of Posting or Expatriation and for a maximum of 60 days per year during stays or holidays organised worldwide.
- capped in the USA and Canada at:	€1,500,000	
• Subject to the following sub-limits:		
- Food poisoning	€1,500,000	
- All property damage combined (Excess of €300 per Claim)	€1,500,000	
- Combined consequential losses (Excess of €300 per Claim)	€300,000	

•	Legal expenses:	
-	Outside the USA	€16,000
-	USA	€30,000

Contact us

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About Chubb

Chubb is a global leader in insurance. With operations in 54 countries, Chubb provides property and casualty insurance and liability coverage to individuals and businesses, health and life insurance to individuals, and reinsurance and life insurance to a highly diverse range of clients.

Chubb is distinguished by the breadth of its product offerings and services, the extent of its distribution network, its exceptional financial strength, its underwriting expertise, and the excellent quality of its claims management and operations in countries around the world.

Chubb Limited, Chubb's parent company, is listed on the New York Stock Exchange (NYSE: CB) and is part of the S&P 500 Index. Chubb employs approximately 43,000 people worldwide.

For more information, visit www.chubb.com