



**SUMMARY OF THE TYPES OF COVER PROVIDED BY PERSONAL ACCIDENT POLICY FR038426TT WHICH IS DEEMED TO BE AN INFORMATIONAL NOTICE IN ACCORDANCE WITH ARTICLE L129-1 of the French Insurance Code**

**INSURER**

**Tokio Marine Europe S.A.  
(Tokio Marine HCC)  
Succursale pour la France  
36 rue de Châteaudun  
75009 PARIS**

**PURPOSE OF THE COVER**

The purpose of this contract is to provide cover for the person(s) defined below against the accidents to which they may fall victim throughout the term of the contract.

**INSURED PERSONS**

This policy covers participants who are under 75 years of age on the day of the event and who have subscribed to this policy for their participation in one or more sporting events organised by the Policyholder and referred to as the "insured".

**SCOPES OF APPLICATION OF THE COVER**

Cover under this contract takes effect during the Insured's participation in the event for which he/she is registered and has taken out this cover.

It should be noted that for events comprising several races, a single subscription is required for cover to be acquired for all of them.

Cover is acquired as soon as the starting line is crossed or as soon as the Insured enters a starting SAS and ceases at the latest when the finishing line is crossed or when the Insured abandons the race.

Except for holidays marketed by VSO, in which case cover applies for the entire duration of the holiday.

**PERSONAL ACCIDENT**

**DEFINITIONS**

**Accident**

All bodily harm not intentionally caused by the victim and that was caused by the sudden effect of an external cause.

As an extension to this definition, this contract covers pathological manifestations that are the direct consequence of said bodily harm.

**The following are assimilated to accidents:**

- injuries caused by fire, steam jets, acids and corrosive substances, lightning and electric current;
- asphyxia by immersion and asphyxia by unexpected absorption of gas or vapours;
- the consequences of poisoning and bodily injuries caused by the unintentional absorption of toxic or corrosive substances;
- cases of heliosis, hyperaemia and freezing as a result of shipwrecks, forced landings, collapses, avalanches, floods or all other events that are accidental in nature;
- the direct consequences of animal bites or insect stings, excluding illnesses (such as malaria and sleeping sickness), for which the primary origin can be linked to such bites or stings
- injuries that may occur during the practice of underwater diving, including those caused by hydrocussion or a decompression phenomenon;
- bodily injuries that result from assaults or attacks of which the Insured is victim, unless it is proved that the Insured actively participated therein as perpetrator or instigator of said events;
- the physiological consequences of surgical operations, provided that said operations

were made necessary by an accident that is eligible for cover.

**The following are not assimilated to accidents:**

- myocardial infarction, cerebral embolism, epileptic fits and subarachnoid haemorrhage.

**Beneficiaries**

The beneficiary(ies) of the cover is/are the person(s) to whom we pay the sums due in respect of a Claim.

In the event of the death of the Insured, unless another person has been designated by the Insured (by letter to Assurance ASO TSA 44320 92308 Levallois-Perret Cedex), the sum provided for is paid :

- if the Insured is married: his/her spouse who is not living separate and apart, nor divorced, failing which his/her children born or unborn, living or represented, failing which his/her heirs,
  - if the Insured has signed a PACS, his/her partner, failing which his/her heirs,
  - if the Insured is widowed or divorced: his/her children, failing which his/her heirs,
  - if the Insured is single: his/her heirs.
- In all other cases, the other sums are paid to the Insured who is the victim of the accident.

**Dependent children**

The INSURED's dependent children are those used by the tax authorities to determine the family quotient applicable to the calculation of income tax.

Dependent children thus defined are those existing at the date of the accident and who survive the INSURED.

A child born viable less than THREE HUNDRED DAYS after the death of the INSURED is also considered a dependent.

**Search and rescue costs**

The cover applies, up to the amount set in the Table of Cover, to the reimbursement of the search and rescue costs that may have to be borne by the Insured if the Insured has been reported missing or in danger, provided that:

- The search and rescue operations are carried out by public or private rescue authorities or by rescuers with the purpose of assisting the Insured;
- The search and rescue operations are undertaken as a result of an accident covered under this Policy.

However if the Insured was not involved in any accident, but would nevertheless have been reported as missing or in danger in such circumstances that the search and rescue costs would have been borne had he been involved in an accident, such costs shall be reimbursed to him/her within the limit of half the amount set in the Table of Cover.



### **Treatment costs**

Payment to the Insured of an indemnity corresponding to medical, surgical and pharmaceutical expenses, hospital and clinic fees, transport by ambulance or other vehicle in the event of an emergency, caused by an accident covered by the contract.

If the insured person benefits from Social Security or from another provident scheme covering the same risks, the Company will pay, in addition to the sums paid under these guarantees, the benefits insured by it, without the insured person being able to receive a total amount greater than that of his/her actual outlays.

It is however specified that the cost of dental prostheses following an accident is limited to the amounts set out in the Table of Cover.

### **EXCLUSIONS**

**WHETHER OR NOT IN DEROGATION OF THE ANNEXED GENERAL TERMS AND CONDITIONS, THE FOLLOWING EXCLUSIONS ONLY SHALL APPLY :**

**ACCIDENTS CAUSED OR THAT ARE INTENTIONALLY TRIGGERED BY THE INSURED, THE CONSEQUENCES OF THE INSURED'S SUICIDE OR ATTEMPTED SUICIDE, AS WELL AS ACCIDENTS CAUSED BY THE USE OF DRUGS OR NARCOTICS THAT ARE NOT MEDICALLY PRESCRIBED.**

**ACCIDENTS THAT RESULT FROM THE INSURED PARTICIPATING IN A BRAWL (EXCEPT IN THE EVENT OF SELF-DEFENCE OR ASSISTANCE TO A PERSON IN DANGER), A DUEL, MISDEMEANOUR OR CRIMINAL ACT.**

**ACCIDENTS THAT OCCUR DURING THE USE OF APPARATUS THAT MAKES AIR TRAVEL POSSIBLE, WHETHER AS A PILOT OR MEMBER OF THE CREW, OR DURING THE PRACTICE OF**

**SPORTS USING OR BASED ON SAID APPARATUS.**

**ACCIDENTS CAUSED BY THE ACTUAL PRACTICE, AS AN AMATEUR, OF ALL SPORTS THAT REQUIRE THE USE OF MECHANICAL, MOTORISED MEANS OF TRANSPORT, WHETHER AS DRIVER OR PASSENGER. PRACTICE OF A SPORT MUST BE UNDERSTOOD TO MEAN TRAINING, TRIALS AND PARTICIPATION IN SPORTING EVENTS OR COMPETITIONS.**

**ACCIDENTS CAUSED BY WAR, WHETHER CIVIL OR FOREIGN DECLARED OR UNDECLARED.**

**ACCIDENTS CAUSED BY IONIZING RADIATION EMITTED BY NUCLEAR FUELS OR RADIOACTIVE WASTE, OR CAUSED BY WEAPONS OR DEVICES THAT ARE DESIGNED TO EXPLODE THROUGH MODIFICATION OF THE STRUCTURE OF THE ATOMIC NUCLEUS.**

**ANY PERSON WHO INTENTIONALLY CAUSES OR PROVOKES THE LOSS IS ALSO EXCLUDED FROM COVER.**

### **NATURE OF THE INDEMNITIES**

#### **Death**

If, within a maximum of 24 months as from the accident suffered by the Insured, said accident causes death, we guarantee the payment of the benefit for which the amount is determined in the Table of Cover to the person, or between the persons designated as beneficiaries.

When, prior to death, the same accident has given rise to the payment of an indemnity for permanent disability pursuant to the following conditions, the benefit shall be decreased by the amount of said indemnity.

#### **Disappearance**

The officially recognised disappearance of the Insured's body during the shipwreck, the disappearance or destruction of the means of transport in which the

Insured was travelling, shall give rise to a presumption of death upon expiration of a period of one year as from the date of the accident.

However, if it is found at any time whatsoever after the payment of an indemnity in respect of the disappearance of the Insured, that the Insured is still alive, the monies unduly paid in this respect must be repaid to us in full.

### **Permanent disability**

Where the accident causes permanent disability, we shall pay the Insured an indemnity for which the maximum amount corresponds to the rate of 100% on the scale printed in the Table of Cover.

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

The disabilities not listed shall be indemnified according to the seriousness thereof, compared to those listed.

The indemnity is all-inclusive and contractual in nature: it shall be determined in accordance with the rules specified above, without taking into account the age or the profession of the Insured.

The degree of disability shall be determined at a time when the definitive consequences of the accident can be determined with certainty, and, at the latest, unless conditions to the contrary are agreed on mutually between the Insured and us, upon expiry of a period of one year as from the date of the accident. The death and disability cover cannot be combined when they result from the same accident.

### **Multiple disabilities**

Where the same accident causes multiple, separate disabilities, the principal disability shall first be evaluated under the conditions provided for above; the other disabilities shall then be assessed successively, proportionately to the remaining capacity after the addition of the previous disabilities, without the aggregate rate being able to exceed 100%.



The absolute functional disability of a member or organ shall be assimilated to the loss of said member or organ.

The loss of members or organs that were non-functional before the accident shall not give rise to any indemnity. If the accident affects a member or organ that is already disabled, the indemnity shall be determined by the difference between the state prior and subsequent to the accident. Under no circumstances can the evaluation of injuries that are a result of the accident be increased by the disabled condition of members or organs that the accident did not affect. Nervous impairments and nervous injuries can be taken into account, inasmuch as they are the consequence of a covered accident, only if they are evidenced by clearly characterised clinical signs during examinations.

#### **Short-term disability**

The amount of the indemnity indicated in the Table of Cover shall be paid during the period for which a covered accident totally prevents the Insured from carrying out their normal professional activity.

In the event the Insured resumes their activity, even partially, the payment of the indemnity will stop. The indemnity is payable as from the day following the accident, after the application of the deductible indicated in the Table of Cover, and until recovery or stabilization. However, it cannot exceed 365 days for the same accident (except if otherwise provided in the Table of Cover).

Should a relapse occur within three months after the resumption of the activities, the deductible will not apply a second time and the indemnity will be paid as from the first day of the new disability, under the same claim. The amount paid for a short-term disability will be deducted from a potential death or permanent disability benefit arising from the same accident.

#### **COVER EXTENSIONS**

Cover under the policy is extended to non-paying activities and entertainment offered by the policyholder and/or its subsidiaries as part of mass events that it organises.

The following are covered in this respect :

- Persons taking part as competitors in the main event who have subscribed to the cover on internet or via the membership form provided for this purpose.
- Persons not taking part in the main event but who have taken out cover on internet or via the same membership form.

The activities listed below are excluded from cover:

- MOUNTAINEERING,
- VARAPPE,
- SCUBA DIVING, EXCEPT FREEDIVING TO A DEPTH OF LESS THAN 50 METRES,
- SPELEOLOGY,
- SKELETON,
- SKI JUMPING,
- BOBSLEIGHING,
- BUNGEE JUMPING,
- RAFTING,
- CANYONING,
- JET-SKI,
- KITE-SURF
- AS WELL AS THE FOLLOWING SPORTS WHEN PRACTISED OFF-PISTE: SKIING, CROSS-COUNTRY SKIING, SLEDGING AND SNOWBOARDING.

EXTENSION OF THE DEATH COVER TO INCLUDE THE NOTION OF "CARDIAC ACCIDENT", WITHIN THE STRICT LIMITS DEFINED BELOW:

Provided that the conditions mentioned below are all met, a "CARDIAC ACCIDENT" shall be deemed to be an event that is eligible to trigger the application of the "DEATH" cover provided for under this contract, inasmuch as an INSURED suffers from his/her very first heart attack, (i.e. when said cardiac accident, which is completely unforeseeable in nature, manifests itself for the very first time, whereas the INSURED never had the slightest warning of this type of accident previously, or never had the necessity or the medical need to receive medical care for this type of complaint).

This type of specific cover, which is habitually provided by "HEALTH"

Insurance, shall be taken into account under this contract, provided, however, that it can be medically proven, or at least attested with quasi-certainty by the doctors:

- that this first heart attack is due, according to all presumptions, to an outside phenomenon that is independent of the INSURED's state of health (for example, an intense psychological or emotional cause, or a decisive climatic phenomenon, etc.)
- that it caused the immediate death of the INSURED, or the INSURED's death at the latest within three months of the first time it was medically observed.

Please note that the "CARDIAC ACCIDENT" extension is not available to participants aged over 70.

DEATH COVER EXTENSION TO "ANEURYSM RUPTURE", WITHIN THE STRICT LIMITS DEFINED BELOW:

- The Insured must be less than 65 years old at the time of the facts,
- The Insured has no history of vascular injuries (arteriosclerosis).

#### **INSURER'S MAXIMUM LIABILITY**

The maximum benefit guaranteed for an insured person cannot exceed the amount stated in the Table of Cover, depending on the policy plan purchased by the policyholder.

It is formally agreed that, if the cover were to be triggered for the benefit of several Insured victims of the same accident caused by the same event, and when the total of the DEATH and DISABILITY benefits purchased under the policy exceeds **EUR 10,000,000**, the Company's cover shall in any event be limited to said amount for the aggregate amount of the DEATH and PERMANENT DISABILITY benefits for the victims of the same accident.

Therefore, it is understood that the indemnities shall be reduced and paid proportionately according to the benefit options purchased by each of the victims.

#### **DECLARATION OF CLAIMS**

The Insured or his/her assigns, yourself where applicable, or any authorised agent acting on their



behalf are obliged to make a declaration of any claim, in writing or verbally in return for a receipt, to our Registered Office or to our representative designated in the contract, within fifteen days at the latest as from the date on which they are aware thereof.

If the declaration of claim is not made within the timeframe provided for above, except due to unforeseeable events or force majeure, we may declare the cover to have lapsed if we can prove that the delay in the declaration was detrimental to us (Article L.113-2 of the French Insurance Code).

The declaration of claim must include, in particular:

- the date, circumstances and place of the accident;
- the surname, first name, date of birth, address and profession of the victim(s);
- the initial medical certificate describing the nature of the injuries or wounds, as well as the probable consequences thereof;
- where applicable, the police or *gendarmerie* report, the names and addresses of the perpetrators of the accident, and of any witnesses.

The declaration of claim must be made :

- on internet: <https://timeto.sam-assurance.com>
- by mail: Assurances ASO - TSA 44320 92308 Levallois-Perret Cedex

## **DETERMINATION OF THE CAUSES AND CONSEQUENCES OF THE ACCIDENT**

The causes of the accident and the consequences thereof, the disability rate and the duration of the total or partial temporary disability shall be determined by agreement between the parties or, absent an agreement, by two doctors, each appointed by one of the parties. In the event of a difference in opinion between said two doctors, they shall call on a third doctor in order to issue a majority opinion; if they do not agree on the choice of said third doctor, or if one of the parties does not appoint its expert, the appointment shall be made upon

petition of the first party to take action, by the presiding judge of the *tribunal de grande instance* (district court) that has jurisdiction over the Insured's domicile, with exemption from oath requirements and all other formalities. Each party shall bear the cost of the fees and expenses concerning the intervention of the doctor designated by it; those fees and expenses incurred by the possible intervention of a third doctor shall be shared equally between the parties.

## **ASSISTANCE**

### **If option subscribed**

### **GENERAL DEFINITIONS Accident**

Any physical injury unintentionally caused by the Insured, arising from the sudden action of an external cause.

Accident includes food poisoning.

### **Assistance Company/Tokio Marine Assistance**

**Tokio Marine Europe S.A. (Tokio Marine HCC)**  
bearing the risk.

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

### **Beneficiary**

The contract member.

### **Geographical Scope**

Worldwide, no distance-related excess (unless otherwise agreed in the Table of cover).

### **Place of Residence**

Main and usual place of residence in metropolitan France (the principalities of Andorra and Monaco are conventionally included under this definition) and in the UE countries as well as Switzerland and Norway.

By extension, the place of residence may be in a country other than the above mentioned countries; a country of residence of an INSURED employed by the policyholder (or its

subsidiaries if provided for in the Table of cover).

### **Personal Injury**

Any bodily injury sustained by an individual and the loss incurred as a result

### **Excess**

Part of the indemnity remaining payable by the recipient

### **Illness**

Any deterioration in health established by a medical authority, requiring medical attention and the absolute cessation of any professional or other activity.

**Chronic illness:** illness that progresses slowly.

**Serious illness:** life-threatening illness

### **Family Members**

A family member is any spouse or de facto spouse, living under the same roof, any child, brother or sister, father, mother, step-parents, grandparents, grandchildren, brothers-in-law and sisters-in-law.

## **INDIVIDUAL ASSISTANCE**

### **PREAMBULE**

TOKIO MARINE ASSISTANCE cannot, in any circumstances, replace local emergency response agencies.

In all cases, the decision to provide assistance is solely that of the TOKIO MARINE ASSISTANCE doctor, after contacting the doctor on site and any family members of the Insured.

## **IN THE EVENT OF ILLNESS OR ACCIDENT**

### **Repatriation or medical evacuation**

If the health condition of the Insured requires a specific medical care or examination which cannot be carried out in the location, tokio marine assistance shall arrange and cover:

-either transportation to a regional hospital or to a country able to carry out the care required;

-or repatriation to the Residence of the Insured if there is no closer suitable medical centre

Depending on the severity of the case, repatriation or transportation shall be carried out under medical



supervision if necessary, by the most appropriate of the following means: air ambulance, regular air service, train, sleeping car, boat, ambulance.

When hospitalisation on arrival is not necessary, transportation to the Residence of the Insured shall be provided.

If hospitalisation close to the Residence of the Insured is not possible, tokio marine assistance will organise and cover transportation from this hospital to the Residence, his/her condition permitting.

### **Accompanying person during the medical evacuation**

If the Insured is transported in the conditions set out in paragraph 1 "Repatriation or medical evacuation", and is not accompanied by a doctor or a nurse, tokio marine assistance will organise and cover the travel costs of a person in same location to accompany the Insured

### **Presence by the side of the Insured while in hospital**

Tokio marine assistance will organise and cover up to the amount set out in the Table of cover, the hotel costs of a person who will stay at the bedside of the Insured while in hospital and whose condition does not justify, or precludes, immediate repatriation.

Tokio marine assistance will also cover the transport costs for the return of this person to Metropolitan France (or his/her country of residence), if he/she is unable to use the means initially intended. If hospitalisation exceeds ten days, and if the person does not stay at the Insured's bedside,

Tokio marine assistance will cover the transport costs from Metropolitan France (by 1st class train or economy class air transport) of a person designated by the Insured, tokio marine assistance shall also organise and cover the person's accommodation up to the amount set out in the Table of cover.

### **Reimbursement of medical, surgery, pharmaceutical, hospital costs incurred abroad**

Reimbursement covers the costs described below, provided that there are related to medical care received

outside the country of residence of the Insured, following an unforeseeable illness or Accident that occurred abroad.

Tokio marine assistance will reimburse the amount of medical costs incurred abroad and borne by the Insured, after reimbursement as a member, by Social Security or any other medical insurance or welfare scheme and up to the amount indicated on the table of benefits set out in the Special Conditions, for the term of the Policy.

The Deductible, the amount of which is set out in the same table, shall apply in all cases.

The Insured or his/her beneficiaries, shall carry out all steps necessary for the recovery of these costs from the organisations concerned and shall provide the following documents:

- original statements from social security and/or pension institutions stating reimbursements received;
- photocopies of fees for medical care showing expenses incurred

### **Nature of medical costs qualifying for additional reimbursement**

- Medical Fees
  - Costs of medication prescribed by a doctor or surgeon.
  - Fares for ambulance or taxi prescribed by a doctor for local transport.
  - Hospital costs upon medical decision.
  - Dental emergency up the limit set out in the table of benefits
- Medical expenses cover shall end on the day that tokio marine assistance is able to carry out the repatriation of the Insured to Metropolitan France or to the country of his/her Residence.

### **Advance on Hospital Costs**

As soon as the Insured is hospitalised, he/she will be entitled to an advance for hospitalisation costs within the limits of the amount covered under additional reimbursement of medical costs, subject to the following conditions:

- that the medical care is prescribed in agreement with doctors of tokio marine assistance, and
- that the Insured is considered unable to be transported by a decision of the same doctors.

No advance will be granted from the day the repatriation has been deemed possible

In any cases, the Insured undertakes to repay this advance within thirty days from receipt of the invoice.

## **BENEFITS IN THE EVENT OF A DEATH**

### **Transportation of the body**

TOKIO MARINE ASSISTANCE will arrange and cover the transportation of the corpse of the Insured from the location where it was placed in a coffin to the place where he/she is to be buried in Metropolitan France or the Residence of the Insured.

TOKIO MARINE ASSISTANCE will cover the related costs necessary to the transportation of the body, including the cost of a coffin **up to the amount set out in the Special Conditions.**

Accessory, ceremony, burial or cremation costs in Metropolitan France will be borne by the families.

When there is an interim burial TOKIO MARINE ASSISTANCE will organise and cover the transport costs of the corpse of the Insured to the place of permanent burial in Metropolitan France or the Residence of the Insured, once the legal time limits for exhumation have expired.

### **Other Benefits**

TOKIO MARINE ASSISTANCE will arrange and cover the return to Metropolitan France (or the country of residence of the Insured) to the place of interment, of the other Insured parties in situ if they are unable to return by the means initially intended.

In the event where administrative reasons require a temporary or permanent burial on location, TOKIO MARINE ASSISTANCE will arrange and cover the return transportation (by 1st class train or economy air transport) of a member of the Family from his/her Residence in Metropolitan France (or another country where the Insured resided), to the location of interment, as well as his/her accommodation.

TOKIO MARINE ASSISTANCE will also organise accommodation for the member of the Family who must travel, and shall cover actual costs up to €100 including taxes per night up to 1,000 Euros including tax.



### **SHIPPING OF MEDICATION**

TOKIO MARINE ASSISTANCE shall take all actions to get and send the medication essential to continue the ongoing treatment in the event where, after an unforeseeable event, the INSURED is unable to get the medication or its equivalent. The cost of these drugs shall be paid by the INSURED.

### **TRANSMISSION OF MESSAGES**

TOKIO MARINE ASSISTANCE will transmit all private messages intended for the INSURED when he/she cannot be reached directly, in case of hospitalisation, or any messages left by him/her for the attention of one of his/her family member.

### **ASSISTANCE – EXCLUSIONS TO BENEFITS**

#### **THE FOLLOWING ARE EXCLUDED:**

**CONVALESCENCES AND ILLNESSES (SICKNESS, ACCIDENT) UNDERGOING TREATMENT NOT YET CURED.**

**PRE-EXISTING ILLNESSES, DIAGNOSED AND/OR TREATED HAVING REQUIRED HOSPITALISATION IN - THE SIX MONTHS PRIOR TO THE REQUEST FOR ASSISTANCE.**

**TRAVEL UNDERTAKEN LOOKING FOR DIAGNOSIS AND/OR TREATMENT.**

**PREGNANCY, EXCEPT FOR UNFORESEEABLE COMPLICATIONS, AND IN ANY CASE, FROM THE THIRTY-SIXTH WEEK OF PREGNANCY.**

**CONDITIONS RESULTING FROM THE USE OF DRUGS, NARCOTICS AND SIMILAR PRODUCTS NOT MEDICALLY PRESCRIBED, ALCOHOL CONSUMPTION.**

**THE CONSEQUENCES OF SUICIDE ATTEMPTS.**

**HARM INTENTIONALLY CAUSED BY THE INSURED OR ARISING FROM HIS/HER PARTICIPATION IN**

**A CRIME, OFFENCE OR FIGHT, EXCEPT IN THE EVENT OF LEGITIMATE DEFENCE.**

**CONSEQUENCES OF AN INTENTIONAL BREACH OF THE REGULATIONS OF THE COUNTRY VISITED OR OF PRACTICES UNAUTHORISED BY LOCAL AUTHORITIES.**

**CONSEQUENCES OF IONISING RADIATION FROM NUCLEAR FUEL OR RADIOACTIVE PRODUCTS OR WASTE, OR CAUSED BY ARMS OR MACHINES INTENDED TO EXPLODE BY MODIFICATION OF THE NUCLEAR STRUCTURE OF AN ATOM.**

**CONSEQUENCES OF A CIVIL OR FOREIGN WAR, OFFICIAL BANS, SEIZURE OR RESTRAINT BY PUBLIC FORCES.**

**CONSEQUENCES OF RIOTS, STRIKES, PIRACY, IN WHICH THE INSURED IS ACTIVELY INVOLVED.**

**CONSEQUENCES OF CLIMATIC EVENTS SUCH AS STORMS AND HURRICANES.**

**COSTS OF SEARCH AND RESCUE FOR PEOPLE IN THE MOUNTAINS, AT SEA OR IN THE DESERT.**

**COSTS FOR SKI RESCUE, ON-PISTE (AND OFF-PISTE).**

**IN ADDITION TO THE ABOVE EXCLUSIONS AND IN RESPECT TO MEDICAL, SURGICAL, PHARMACEUTICAL AND HOSPITALISATION EXPENSES COVER, THE FOLLOWING ARE EXCLUDED:**

**COSTS RELATED TO AN ACCIDENT OR ILLNESS DIAGNOSED MEDICALLY PRIOR TO TAKING OUT THE POLICY.**

**COSTS INCURRED FOR THE TREATMENT OF A PATHOLOGICAL, PHYSIOLOGICAL OR PHYSICAL CONDITION MEDICALLY DIAGNOSED BEFORE THE COVER BECOMES EFFECTIVE, UNLESS ARISING**

**FROM - A SEPARATE AND UNFORESEEN COMPLICATION.**

**COSTS OF INTERNAL, OPTICAL, DENTAL, ACOUSTIC PROSTHETICS, FUNCTIONAL, AESTHETIC OR OTHER, COSTS INCURRED IN METROPOLITAN FRANCE AND IN OVERSEAS DEPARTMENTS OR IN THE COUNTRY OF RESIDENCE OF THE INSURED, WHETHER OR NOT THESE RESULT FROM AN ACCIDENT SUFFERED IN FRANCE OR ANY OTHER COUNTRY.**

**COSTS OF THERMAL OR HELIO THERAPY, STAYS IN REST HOME, REHABILITATION COSTS**

### **TOKIO MARINE ASSISTANCE FINANCIAL LIABILITIES**

The organisation of one of the set forth assistance benefits by the Insured's circle will only be reimbursed provided that tokio marine assistance was advised beforehand.

Expenses are reimbursed on provision of receipts limited to those tokio marine assistance would have incurred in arranging the service. When tokio marine assistance is to organise the early return of the Insured to Metropolitan France (or his/her country of residence) the Insured may be requested to use his/her ticket.

When tokio marine assistance has covered the return costs of the Insured, he/she shall be requested to take the necessary steps for reimbursement of unused tickets and to refund the amount received, to tokio marine assistance within three months from his/her date of return.

Tokio marine assistance will only cover the costs in excess of those that the Insured would have normally incurred for his/her return to his/her Residence. When tokio marine assistance has covered the return costs of the Insured, he/she shall be requested to take the necessary steps for reimbursement of unused tickets and to refund the amount received, to tokio marine assistance within three months from his/her date of return.

Tokio marine assistance will only cover the costs in excess of those that the Insured would have normally



incurred for his/her return to his/her Residence.

When Tokio marine assistance has agreed to the change of a destination set in the Policy, its financial liability shall not exceed the amount it would have paid had the initial destination applied.

When hotel costs are covered, Tokio marine assistance will only pay for the actual costs of the hotel room, within the limits set out above and in the Table of Benefits, all other costs are excluded.

### SUBROGATION

Any person benefiting from assistance shall subrogate the assistance company and the authorised insurance company in their rights and actions against any liable Third Party up to the amount of costs they incurred within the performance of this Policy.

### LIMITATION

Any action arising from TOKIO MARINE ASSISTANCE cover is limited to a two-year period from the date of the event that gave rise to this action.

### LIMITS IN THE EVENT OF FORCE MAJEURE

TOKIO MARINE ASSISTANCE shall not be held responsible for failures in providing assistance services, as a result of force majeure or of the following events: civil or foreign wars, common political turmoil, civil commotions, riots, acts of terrorism reprisals, restrictions to the free movement of people and goods, strikes, explosions, natural disasters, disintegration of the atomic nucleus, or delays in the provision of the services resulting from the same causes.

### IMPLEMENTATION OF THE ASSISTANCE COVER

Under penalty of inadmissibility, requests for assistance should be made directly by the INSURED (or any person acting on his/her behalf) by any of the following means:

• by phone:

From France 01 48 82 62 35

From overseas (33) 1 48 82 62 35

• or by fax:

From France 01 45 16 63 92

From overseas (33) 1 45 16 63 92

## VARIOUS PROVISIONS

### INFORMATION OF INSURED

In the case of a Group contract:

You are required to provide to the Insured people an information note which defines in particular the guarantees granted by this contract and their application.

You are also required to inform in advance and in writing the Insured people of any reduction of the guarantees granted by this contract.

The contract is governed by the French law and the regulations of the Insurance Code

### PROTECTION OF PERSONAL DATA

We take the privacy of our customers very seriously and are committed to protecting your privacy. This clause explains how we collect, use and transfer your personal data, and your rights in relation to the personal data stored by us when you engage with our services.

This clause sets out the following:

- What personal data we collect about you and how; How the data is used;
- Our legal basis for collecting your information;
- Who we share your data with;
- Where we transfer your information;
- How long we retain your information for;
- Your rights and choices in relation to the data held by us;
- How to make a complaint in relation to the data held by us; and
- How to contact us with any queries in relation to this notice, or the personal data held by us.

### Who is TMHCC?

Tokio Marine HCC is a trading name of Tokio Marine Europe SA. Please see here for further information

<http://www.tokiomarinehd.com/en/group/>. These companies are collectively referred to in this clause as "TMHCC", "we", "us" or "our".

For the purposes of European data protection laws, if you are visiting our website [www.tmhcc.com](http://www.tmhcc.com) (our "Website") or otherwise engaging with our services from the European Economic Area (or "EEA"), the data controller of your information is TMHCC.

### What is personal data?

In this clause, references to "personal information" or "personal data" are references to data that can be used to identify you. Some examples of personal data are your name, address and telephone number but it may also include information such as your IP address and location.

### What personal data do we collect?

- Information that you provide voluntarily

In order to provide services to you we may ask you to provide personal information. This may include, amongst other things, your name, email address, postal address, telephone number, gender, date of birth, passport number, bank account details, credit history and claims history. The personal information that you are asked to provide and the reasons why you are asked to provide it, will be made clear to you at the point at which we ask you for it.

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

- Information that we obtain from third party sources

From time to time, we may receive personal information about you from third party sources but only where we have checked that these third parties either have your consent or are otherwise legally permitted or required to disclose your personal information to us.

For example, if you are an individual who is obtaining insurance from us via an insurance broker, we may obtain data about you from your broker in order to help us prepare your quote and/or your insurance policy. For



information about how your broker uses and shares your personal data, please refer to the broker's own privacy statement.

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

- Credit reference agencies;
- Anti-fraud and other databases;
- Government agencies;
- Electoral register;
- Court judgments;
- Sanctions lists;
- Family members; and
- In the event of an insurance claim: the other party to the claim, witnesses, experts, loss adjusters, solicitors and claims handlers.

### **How is personal data used?**

We may need to use your personal data in order to carry out the following activities:

- To set you up as a new client (including carrying out 'know your customer' checks);
- To provide you with an insurance quote;
- To accept payments from you;
- To communicate with you about your policy;
- To renew your policy;
- To obtain reinsurance for your policy;
- To process insurance and reinsurance claims;
- For general insurance administration purposes;
- To comply with our legal and regulatory obligations;
- To model our risks;
- To defend or prosecute legal claims;
- To investigate or prosecute fraud;
- 
- To respond to your enquiries; or
- When you sign up for an online account;

### **Our legal basis for collecting your information**

If you are from the EEA, our legal basis for collecting and using your personal data will depend on the personal data concerned and the specific context in which we collect it. However, we will normally collect personal data where we need the information to provide you with our services / perform a contract with you,

where the processing is in our legitimate interests and not overridden by your data protection interests or fundamental rights and freedoms, or with your consent.

In some cases we may use your personal data for a legal obligation, e.g. in order to complete 'know your customer' and money laundering checks before taking you on as a new client.

If we ask you to provide personal information to comply with a legal requirement or to perform a contract with you, we will make this clear at the relevant time and advise you whether the provision of your personal information is mandatory or not (as well as of the possible consequences if you do not provide your personal information). You are under no obligation to provide personal data to us. However, if you should choose to withhold requested data we may not be able to provide you with certain services.

Similarly, if we collect and use your personal information in reliance on our legitimate interests (or those of any third party), we will make clear to you at the relevant time what those legitimate interests are.

If you are a France resident, we may collect and use your personal information, including sensitive personal information, on the basis of the substantial public interest of insurance purposes, as regulated in the Loi Informatique et Libertés du 6 janvier 1978 modifiée.

If you have questions about or need further information concerning the legal basis on which we collect and use your personal information, please contact us using the contact details provided under the "Contact Us" section below.

### **Who is your personal data shared with?**

We may disclose your personal information with the following categories of recipients.

- to our group companies, third party service providers and partners who provide data processing services (for example to assist in the performance of our services) or who otherwise process personal information for purposes that are described in this Privacy Notice (see "How does TMHCC use my personal data?"). A list of our current group companies is available at <http://www.tokiomarinehd.com/en/group/> and a list of our current service providers and partners may be available upon request;
- to any competent law enforcement body, regulatory, government agency, court or other third party where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your vital interests or those of any other person;
- 
- to any other person with your consent to the disclosure.

### **International Transfers**

Your personal data may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country.

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

However, we have taken appropriate safeguards to require that your personal data will remain protected in accordance with this Privacy Notice. These include implementing the European Commission's Standard Contractual Clauses for transfers of personal information between our group companies, which require all group companies to protect personal information they process from the





EEA in accordance with European Union data protection law.

Our Standard Contractual Clauses can be provided on request. We have implemented similar appropriate safeguards with our third party service providers and partners and further details can be provided upon request.

### **How long is personal information retained for?**

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

We may also retain your personal data where such retention is necessary in order to protect your vital interests or the vital interests of another natural person.

### **Your Rights as a Data Subject**

Your principal rights under data protection law are as follows: the right to access;

- a) the right to rectification;
- b) the right to rectification;
- c) the right to erasure;
- d) the right to restrict processing;
- e) the right to object to processing;
- f) the right to data portability;
- g) the right to complain to a supervisory authority; and
- h) the right to withdraw consent.

If you wish to access, correct, update or request deletion of your personal information, we will ask you to provide us with a copy of any two of the following documents: Driver's licence; Passport; Birth certificate; Bank statement (from the last 3 months); or Utility bill (from the last 3 months). With regards to your right of access, the first access request will be complied with free of charge but additional copies may be subject to a reasonable fee.

In addition, if you are a resident of the European Union, you can object to processing of your personal information, ask us to restrict processing of your personal information or request portability of your personal information.

You have the right to opt-out of marketing communications we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send you or contacting us using the details provided under the "Marketing" heading below [ukmarketing@tmhcc.com](mailto:ukmarketing@tmhcc.com)

Similarly, if we have collected and processed your personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent.

You have the right to complain to a data protection authority about our collection and use of your personal information. For more information, please contact the Commission nationale pour la protection des données du Grand Duché de Luxembourg, 1, avenue du Rock'n'Roll L-4361 Esch-sur-Alzette (web <https://cnpd.public.lu/fr.html>)

We respond to all requests we receive from individuals wishing to exercise their data protection rights in

accordance with applicable data protection laws.

You may exercise any of your rights in relation to your personal data by contacting us using the email [dpo@tmhcc.com](mailto:dpo@tmhcc.com) or the details set out in the "Contact us" section at the bottom of this page.

### **Automated decision making**

In some instances, our use of your personal information may result in automated decisions being taken (including profiling) that legally affect you or similarly significantly affect you.

Automated decisions mean that a decision concerning you is made automatically on the basis of a computer determination (using software algorithms), without our human review. For example, in certain instances we may use automated decisions to establish whether we will offer insurance coverage to a prospective insured. We have implemented measures to safeguard the rights and interests of individuals whose personal information is subject to automated decision-making, including [explain]. When we make an automated decision about you, you have the right to contest the decision, to express your point of view, and to require a human review of the decision.

### **Security**

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

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

Whilst we cannot ensure or guarantee that loss, misuse or alteration of data will not occur, we use our best efforts to prevent this.



### Updates to this Clause

We may update this Privacy Notice from time to time in response to changing legal, technical or business developments. When we update our GDPR Clause, we will take appropriate measures to inform you, consistent with the significance of the changes we make on our Website or by a new endorsement if required. We will obtain your consent to any material Privacy Notice changes if and where this is required by applicable data protection laws.

### Contact us

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

Data Protection Officer  
TMHCC- Tokio Marine Europe SA  
33, Rue Sainte Zithe, L-2763  
Luxembourg  
DPO@tmhcc.com

### PRESCRIPTION PERIOD

In accordance with Sections L 114-1 and L 114-2 of the Insurance Code, all actions deriving from this Policy are limited in time, they shall not be exercised beyond Two Years from the event that gave rise to these actions. However, this period shall run:

- In case of a non-disclosure, omission, false or inaccurate declaration on the risk covered, only from the day where the Insurers became aware of it;
- In the event of an accident, only from the day the persons concerned became aware of it, if they can prove they were unaware of it until then.

The prescription period shall be extended to **Ten Years** for Accidents affecting people, when the Beneficiaries are the dependents of the deceased Insured.

### SUBROGATION

In compliance with the provisions of Article L.121-12 of the Insurance Code, TOKIO MARINE EUROPE S.A. (TOKIO MARINE HCC) is subrogated, up to the compensation they paid, in the rights and actions of the Insured against Third Parties.

### DISCLOSURE TO THIRD PARTIES

Tokio Marine HCC est le nom commercial de Tokio Marine Europe S.A., société membre du Groupe Tokio Marine HCC. Tokio Marine Europe S.A. est agréée par le Ministre des Finances du Luxembourg et contrôlée par le Commissariat aux Assurances (CAA). Enregistrée au Registre de commerce et des sociétés du Luxembourg sous le No. B221975, son siège social est situé au 26, Avenue de la Liberté, L-1930, Luxembourg. Capital social de 1 159 060 USD. Tokio Marine Europe S.A. (succursale en France), 36, rue de Châteaudun, CS 30099, 75441 Paris Cedex 09, est enregistrée au RCS de Paris sous le No B 843 295 221, TVA FR 60 843 295 221, agissant en conformité avec les règles françaises du code des assurances.

The Policyholder hereby authorizes the Insurer to disclose, upon request, to interested third parties, the coverage provided under this policy, the existence of this policy, as well as any amendment, suspension, or termination of its effects.

### TIME BAR

As provided in Articles L114-1 and L.114-2 of the Code, any action under, or in respect of, this policy shall be barred two years following the event giving rise to the claim hereunder.

The time bar shall be tolled by the ordinary causes of tolling (Article 2244 of the French Civil Code), as well as in the following cases: appointment of an expert or claims adjuster following an insurable event; sending of a registered letter, return receipt requested: by the Insurer to the Policyholder for payment of any premium; by the Policyholder to the Insurer for payment of any recovery.

### JURISDICTION AND VENUE

Disputes between the Insurer and the Insured on the construction of this Policy shall be submitted to the *Tribunal de Grande Instance* [Superior Court of Justice] having jurisdiction.

### RIGHT OF RETRACTION

The application for coverage under the insurance policy shall not constitute a final agreement for the Policyholder, who shall have 14 business days from the date on which coverage is bound (receipt of the application for insurance coverage) to retract and waive coverage, by sending to AON France - Unité de gestion Individuelle Accident - 31/35 rue de la Fédération - 75717 Paris Cedex 16 – FRANCE - a registered letter reading as follows: "I, the undersigned (last name, first name, and address) hereby waive and retract my coverage under Insurance Policy no. 65803894 offered by AON France that I signed on .... (date) and request a refund of any premium that may already have been deposited. Date and signature".

### GOVERNING LAW – LANGUAGE

The precontractual and contractual relationship between the Insurer and the Policyholder shall be subject to French law. The insurer shall use French during the entire term of coverage.

### CONTROL ORGANISM

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

### COMPLAINTS – ARBITRATION

For any issue, the Policyholder shall first turn to the Insurance broker with whom the policy was taken out. If his answer is not satisfactory, the Insured or the Policyholder may submit their complaint to:

**Tokio Marine Europe S.A. (Tokio  
Marine HCC)**  
36 rue de Châteaudun  
CS 30099  
75441 Paris Cedex 09  
Tel: 01 53 29 30 00  
Fax : 01 42 97 43 87

ou  
[reclamations@tmhcc.com](mailto:reclamations@tmhcc.com)

The Insurer shall acknowledge receipt of the complaint within a maximum of 10 working days from the date of receipt, except when reply is given to the client within that same timeframe. The Insurer shall send the response to the Insured within a maximum of two months from the date of receipt. Finally if you still disagree after the answer given, you may refer the matter to the Mediator of the Fédération Française des Sociétés d'Assurance provided that no legal action has been taken:

**LA MEDIATION DE L'ASSURANCE  
BP290  
75125 PARIS CEDEX 09**

The Mediation de l'Assurance is not competent to be aware of the policies taken out to cover professional risks.



**TOKIO MARINE**  
**HCC**

### **INTERNATIONAL SANCTIONS**

This insurance contract has no effect:

- where a prohibition to provide a contract or an insurance service is imposed on the insurer by reason of the sanction, restriction or prohibition provided for by the laws and regulations,

Or

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

Laws and regulations are understood to be the laws and regulations applicable in France (including the regulations and decisions of the Common Foreign and Security Policy - CFSP Decisions - of the European Union) or those of the country in which the operation insurance is done, as well as the laws and regulations of the United Kingdom, which also concern the French Branch of Tokio Marine Europe S.A. (TOKIO MARINE HCC).

available on request from MARSH SAS.

The full text of the insurance contract referred to in this information policy is

## TABLE OF COVER

### Policy plan 1: ..... Premium: EUR 6 inclusive of tax

BASIC BENEFITS PERSONAL ACCIDENT (WORLDWIDE)	AMOUNT COVERED
• ACCIDENTAL DEATH	Insured above 16 years old : EUR 10,000 / Insured under 16 years old : EUR 10,000 for funeral expenses.
• TOTAL PERMANENT DISABILITY as result of an accident reducible in case of PARTIAL PERMANENT DISABILITY according to Company scale	EUR 30.000
• MEDICAL TREATMENT COSTS as result of an accident	Up to EUR 5.000
• SEARCH AND RESCUE COSTS	Up to EUR 5.000
• REPATRIATION ASSISTANCE	Actual costs
• Accompanying person on repatriation or medical evacuation	Transport ticket
• Presence with the insured while hospitalised	Transport ticket + hotel costs €100 per night – maximum €700
• Repatriation or transportation of the corpse in the event of a death	Transport ticket – Costs of Coffin: €2,000
• Advance of bail and payment of legal fees	EUR 10.000

### Policy plan 2: ..... Premium: EUR 15 inclusive of tax

BASIC BENEFITS PERSONAL ACCIDENT (WORLDWIDE)*	AMOUNT COVERED
• ACCIDENTAL DEATH	Insured above 16 years old : EUR 50,000 / Insured under 16 years old : EUR 10,000 for funeral expenses.
• TOTAL PERMANENT DISABILITY as result of an accident reducible in case of PARTIAL PERMANENT DISABILITY according to Company scale	EUR 100.000
• TEMPORARY DISABILITY AS RESULT OF an accident (from the 4th day of incapacity and for a maximum of 90 days)	EUR 40 per day
• MEDICAL TREATMENT COSTS as result of an accident	Up to EUR 15,000
• SEARCH AND RESCUE COSTS	Up to EUR 10,000
• REPATRIATION ASSISTANCE	Actual costs
• Accompanying person on repatriation or medical evacuation	Transport ticket
• Presence with the insured while hospitalised	Transport ticket + hotel costs €100 per night – maximum €700
• Repatriation or transportation of the corpse in the event of a death	Transport ticket – Costs of Coffin: €2,000
• Advance of bail and payment of legal fees	EUR 10,000

### Policy plan 3: ..... Premium: EUR 35 inclusive of tax

BASIC BENEFITS PERSONAL ACCIDENT (WORLDWIDE)*	AMOUNT COVERED
• ACCIDENTAL DEATH	Insured above 16 years old : EUR 100,000 / Insured under 16 years old : EUR 10,000 for funeral expenses.
• TOTAL PERMANENT DISABILITY as result of an accident reducible in case of PARTIAL PERMANENT DISABILITY according to Company scale	EUR 150,000
• TEMPORARY DISABILITY AS RESULT OF an accident (from the 4th day of incapacity and for a maximum of 90 days)	EUR 75 E per day
• MEDICAL TREATMENT COSTS as result of an accident	Up to EUR 30,000
• SEARCH AND RESCUE COSTS	Up to EUR 10,000
• REPATRIATION ASSISTANCE	Actual costs
• Accompanying person on repatriation or medical evacuation	Transport ticket
• Presence with the insured while hospitalised	Transport ticket + hotel costs €100 per night – maximum €700
• Repatriation or transportation of the corpse in the event of a death	Transport ticket – Costs of Coffin: €2,000
• Advance of bail and payment of legal fees	EUR 10,000

Please contact MARSH SAS for all studies or requests for benefits that are different from those offered as part of the policy plans; these requests must be made at latest 15 days before the event. For all requests, please contact the team dedicated to the Personal Accident by e.mail to: [assurances.aso@marsh.com](mailto:assurances.aso@marsh.com)