

General Terms and Conditions

Personal Accident

Ref. TMSL-CGIA- 08/20



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The policy is made up of these General Terms and Conditions, Special Agreements and Appendices. It is supplemented and adapted by the Special Terms and Conditions, which form an integral part thereof.

The policy is governed by the French Insurance Code. If it covers risks situated, within the meaning of Article L.191-2 of the Insurance Code, in the Bas-Rhin, Haut-Rhin and Moselle departments, the specific provisions of Title IX of said Code shall apply to it **with the exception, unless agreed otherwise, of the provisions of Articles L.191-7 and L.192-3.**

If the policy is not taken out on a co-insurance basis, the text therein should be read with the terms "Lead Insurer" and "Insurers" replaced by the term "Insurer".

1. GENERAL CONDITIONS

DEFINITIONS

Accident

Any unintentional bodily injury suffered by the victim resulting from a sudden act from an external cause.

By extension to this definition, pathological manifestations that are the direct consequence of this bodily injury are covered.

The following are deemed accidents:

- injuries caused by fire, steam jets, acids and corrosives, lightning and electric current;
- asphyxia by immersion and asphyxia by unexpected absorption of gas or steam;
- consequences of poisoning and bodily injury due to unintentional absorption of toxic or corrosive substances;
- cases of sunstroke, congestion and freezing following shipwrecks, forced landings, collapses, avalanches, flooding or any other accidental events;
- the direct consequences of animal or insect bites, excluding diseases (such as malaria and sleeping sickness), the primary source of which can be linked to such bites;
- injuries that can occur as a result of scuba diving, including those due to hydrocution or decompression sickness;
- bodily injury resulting from assaults or attacks, riots, civil unrest or hold-ups of which the Insured Party is a victim, unless it is proved that the Insured Party took an active role as the perpetrator or instigator of these events;
- the physiological consequences of surgical operations, provided that they were required as the result of an accident included in the cover.

THE FOLLOWING ARE NOT DEEMED ACCIDENTS:

- **RUPTURED ANEURYSM, MYOCARDIAL INFARCTION, CEREBRAL EMBOLISM, EPILEPTIC FITS AND MENINGEAL HAEMORRHAGE.**

Assault

Any unintentional bodily injury suffered by the INSURED PARTY resulting from a voluntary and sudden action by another person or group of persons.

Insurance year

Period between the effective date of the policy and its first renewal date or between two main renewal dates.

Insured Party

The person designated in this capacity in the Special Terms and Conditions whose physical injury resulting from an accident gives rise to payment of the guaranteed compensation.

Insurer/We/Us

TOKIO MARINE EUROPE S.A. (TOKIO MARINE HCC)
Division for France
36, rue de Châteaudun
75009 Paris, France

Attack

Any criminal or illegal attempt against persons, rights, property and even collective emotions, where the latter are recognised and protected by law.

Endorsement

Agreement entered into between the Policyholder and the Insurer recording amendments to the contract.

Beneficiary(ies)

The person(s) who receive(s) from the Insurer the amounts due in respect of a claim event. In the event of the Insured Party's death, unless another person has been designated by the Insured Party, the stipulated amount shall be paid:

- if the INSURED PARTY is married: to his or her spouse, unless judicially separated and at fault or divorced, failing that to his or her children born or to be born, living or represented, failing that to his or her heirs,
- if the INSURED PARTY is signatory to a PACS civil partnership, to his or her partner, failing that, to his or her heirs,
- if the INSURED PARTY is widowed or divorced: to his or her children, failing that to his or her heirs,
- if the INSURED PARTY is single: to his or her heirs.

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

Forfeiture

Loss by the Insured Party of his or her right to compensation.

Riot

Riot means any tumultuous movement in which part of the population fights against the bodies responsible for maintaining public order.

Exclusion

Risk not covered.

Random event

Future and uncertain event beyond the Insured Party's control.

Proximate cause

Event constituting the cause of the loss or damage. A group of proximate causes with the same technical cause is treated as a single proximate cause.

Excess

The share of the indemnifiable damage to be borne by the Insured Party and beyond which the cover applies. It is agreed that, if several different types of cover are involved for the same claim, the highest excess shall be applied.

Group

A group of which all persons are automatically covered by the policy. The Insured Parties are identified by name or by a description of the criteria common to their group. An Insured Party is covered when he or she belongs to the insured group.

ANY PERSON WHO KNOWINGLY CAUSED THE CLAIM EVENT IS EXCLUDED FROM THE COVER.

Hold-up

Any armed attack, organised to rob a bank, post office, jeweller's or shop.

Compensation

Sum of money paid by the Insurer to the Insured Party or a third party as a result of the occurrence of the risk covered by the policy. The rules for calculating the compensation are fixed by the special agreements, appendices and special terms and conditions.

Permanent Disability

Impairment of the Insured Party's physical abilities assumed to be permanent.

Its degree is calculated using a rate determined by reference to the schedule in the Special Terms and Conditions.

Illness

Any health impairment diagnosed by a competent medical authority.

Civil Unrest

Civil unrest means any internal disturbances characterised by disorder and illegal acts, without there necessarily being rebellion against the established order.

Nullity

Retroactive termination of the policy. A null and void policy is deemed never to have been signed. The Insurer returns the contributions (except in the event of bad faith of the Insured Party or the Policyholder). The Policyholder returns any compensation received.

Premium

Sum which the Policyholder must pay in return for the cover granted under this policy.

Limitation Period

Lapse of the right, of the Insurer and the Insured Party, to bring any court proceedings in relation to the insurance policy after a period whose start date and duration are set in article L.114-1 of the French Insurance Code.

Cancellation

Cancellation of the policy decided by the Insurer or the Policyholder.

Risk

Event likely to cause damage or property exposed to this event.

War or exceptional risks

Foreign war is a state of hostility between different sovereign states or populations. Civil war is a state of hostility between citizens of the same country. The risks are as follows: hostilities, retaliation, torpedoes, mines and any other machines of war and generally all accidents and fortunes of war, as well as acts of sabotage or terrorism that are political in nature or relating to war, as well as capture, seizure, arrest, intimidation or detention by any governments and authorities of any kind.

Claim Event

All the damage suffered as a consequence of the same covered event, which can invoke the Insurer's cover.

Policyholder

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

Private life

The Insured Party's private life refers to any activity carried out outside his or her professional life, particularly when he or she is involved in domestic occupations.

Professional life

Professional life means the period during which, under the authority and control of his or her employer, the Insured Party fulfils his or her employment contract at the times and in the place indicated therein.

You

The Policyholder.

SCOPE OF THE COVER

The policy is effective worldwide, unless restrictions are specified in the Special Terms and Conditions, according to the extent of the cover provided for in the Special Terms and Conditions

and for all bodily accidents not excluded. The scope of the cover (professional life, private life, etc.) is specified in the Special Terms and Conditions.

PURPOSE OF THE INSURANCE

The purpose of the policy is to guarantee payment of the compensation defined below, which is laid down and the amount of which is set out in the Special Terms and Conditions, in the event of a bodily accident suffered by the Insured Party.

This cover has no effect:

- **if a ban on providing an insurance policy or service has been imposed on the Insurer as a result of sanctions, restrictions or prohibitions provided for by laws and regulations,**

OR

- **if the property and/or activities insured are subject to any sanctions, restrictions, total or partial embargoes or prohibitions provided for by laws and regulations.**

EXCLUSIONS

ACCIDENTS CAUSED DELIBERATELY BY THE INSURED PARTY, THE CONSEQUENCES

OF HIS OR HER ACTUAL OR ATTEMPTED SUICIDE, AS WELL AS ACCIDENTS CAUSED

BY THE USE OF NON-MEDICALLY PRESCRIBED DRUGS.

ACCIDENTS OCCURRING WHEN THE INSURED PARTY IS DRIVING A VEHICLE AND HIS OR HER BLOOD ALCOHOL LEVEL IS HIGHER THAN THE LEGAL LIMIT IN THE COUNTRY WHERE THE ACCIDENT TAKES PLACE.

ACCIDENTS RESULTING FROM THE INSURED PARTY'S INVOLVEMENT IN A FIGHT (EXCEPT IN CASES OF LEGITIMATE DEFENCE OR ASSISTING A PERSON IN DANGER), A DUEL, AN OFFENCE OR A CRIMINAL ACT.

ACCIDENTS OCCURRING WHILE USING MACHINES FOR AIR TRAVEL, AS A PILOT OR CREW MEMBER, OR WHEN TAKING PART IN SPORTS CARRIED OUT WITH OR FROM SUCH MACHINES.

ACCIDENTS CAUSED BY TAKING PART IN A SPORT IN A PROFESSIONAL CAPACITY AND TAKING PART, EVEN AS AN AMATEUR, IN ANY SPORTS REQUIRING THE USE OF MOTORISED MECHANICAL DEVICES, WHETHER AS A PILOT OR A PASSENGER. TAKING PART IN A SPORT MEANS TRAINING AND PRACTISING AS WELL AS TAKING PART IN SPORTING CHALLENGES OR COMPETITIONS.

ACCIDENTS CAUSED BY CIVIL OR FOREIGN WARS, WHETHER OR NOT DECLARED.

ACCIDENTS CAUSED BY IONISING RADIATION CAUSED BY NUCLEAR FUELS OR BY RADIOACTIVE PRODUCTS OR WASTE, OR CAUSED BY WEAPONS OR MACHINES INTENDED TO BE EXPLODED BY A CHANGE IN THE NUCLEAR STRUCTURE OF AN ATOM.



POLICYHOLDER'S DECLARATION OBLIGATION

When taking out the policy

The policy is drawn up based on the answers to our questions, which enable us to assess the risks we are taking on (Article L.113-2 of the Insurance Code).

Under pain of the penalties set out below, you must answer, fully and accurately, the questions we ask you, in particular in the risk declaration form (if required).

In particular, you must declare:

- the precise activity of the insurable company or group,
- the specific risks to which the Insured Parties may be exposed,
- the composition and demographic of the group of Insured Parties.

During the policy term

You must declare to us, by registered letter, any change in the information provided when taking out the policy and recorded in the Special Terms and Conditions and, in particular, any change in the risk assessment elements listed in the subsection above.

This declaration must be made within **FIFTEEN DAYS** of when you became aware of it.

If the change constitutes an aggravation of the risk such that, if the new state of affairs had existed when the policy was taken out, we would not have issued the policy or we would only have done so in return for a higher contribution, the declaration must be made under pain of the penalties provided for in the subsection below and we can, under the conditions in Article L.113-4 of the Insurance Code, either cancel the policy giving TEN DAYS' notice or propose a new contribution amount.

If you do not respond to the proposal made to you or if you expressly refuse the new contribution amount, we can cancel the policy at the end of a period of THIRTY DAYS from the date of the proposal.

If the insured risks decrease, you are entitled to a reduction in the contribution amount. If we do not agree to such a reduction, you can cancel the policy. The cancellation then takes effect THIRTY DAYS after you cancel it. We will then reimburse you the portion of the contribution for the period during which the risk did not run.

PENALTIES

Any non-disclosure, wilful misrepresentation, omission or inaccuracy in the declaration of circumstances or aggravation of risks referred to in the subsections above is penalised as laid down in Articles L.113-8 and L.113-9 of the Insurance Code, even if there was no effect on a claim event:

- ***in the event of bad faith on your part or on that of the Insured Party, by the contract being declared null and void;***
- ***if your bad faith or that of the Insured Party is not established, by a reduction in the compensation, in proportion to the contributions paid in relation to the contributions***

that would have been due if the risks had been fully and accurately declared. The rate taken as the basis of this reduction shall, as the case may be, be that applicable, either on the date the policy was taken out or on the date of the aggravation of the risk or, if this date cannot be determined, on the last renewal date preceding the claim event.

In the event of fraud by the Policyholder or the Insured Party, the entire premium will remain accrued to the Insurer.

2. NATURE OF COMPENSATION

DEATH

If, within a maximum of 24 months from the accident suffered by the Insured Party, it results in death, we will pay the person(s) designated in the Special Terms and Conditions as beneficiaries, the sum insured, the amount of which is set out in the Special Terms and Conditions.

When, prior to death, the same accident gave rise to payment of compensation for permanent disability under the following conditions, the sum insured will be reduced by the amount of this compensation.

The officially recognised disappearance of the Insured Party's body during the shipwreck, disappearance or destruction of the means of transport in which he or she was travelling, will create presumption of death at the end of a one-year period starting from the date of the accident.

However, if at any time after compensation is paid for the disappearance of the Insured Party, the latter is found to be still alive, the sums wrongly paid in this respect must be reimbursed in full.

PERMANENT DISABILITY

If the accident results in permanent disability, we will pay the Insured Party compensation, the maximum of which, corresponding to the rate of 100% in the attached schedule, is set out in the Special Terms and Conditions.

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

Disabilities not listed on the schedule shall be compensated according to their severity compared to that of the cases listed.

The compensation is fixed and contractual: it is determined in accordance with the rules set out above, without taking into account the age or profession of the Insured Party.

The level of disability will be established at the point when the permanent consequences of the accident can be determined with certainty and at the latest, unless otherwise agreed by mutual agreement between the Insured Party and us, one year after the date of the accident.

The death and disability cover are not combined when they result from the same accident.

MULTIPLE DISABILITIES

When a single accident results in several separate disabilities, the main disability is assessed first under the conditions set out above; the other disabilities are then estimated, in proportion to the remaining capacity after totalling the previous disabilities; the overall rate shall not exceed 100%.

Total functional incapacity of a limb or organ is deemed equivalent to the loss of that limb or organ.

The loss of limbs or organs that did not work prior to the accident does not give rise to any compensation. If the accident affects an already impaired limb or organ, the compensation will be determined as the difference between the condition prior to and after the accident. Under no circumstances may the assessment of injuries resulting from the accident be increased by the level of disability of limbs or organs not affected by the accident.

Nervous disorders and injuries can be taken into account, provided they are the result of a covered accident, only if there are clearly characterised clinical signs during examination.

TEMPORARY INCAPACITY

If specified in the Special Terms and Conditions, the amount of compensation laid down in said Special Terms and Conditions will be paid for the period during which a covered accident renders the Insured Party completely unable to carry out his or her usual professional activity.

Payment of the compensation is stopped when the Insured Party starts carrying out his or her activities again, even partially. The compensation is payable from the day after the accident, subject to the excess set out in the Special Terms and Conditions, and until healing or consolidation, but it cannot be paid for more than 365 days for the same accident (unless an exception is provided for in the Special Terms and Conditions).

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

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

TREATMENT COSTS

If specified in the Special Terms and Conditions, when the accident suffered by the Insured Party requires medically prescribed care or treatment, we will reimburse the costs incurred for this purpose, up to the amount set out in said Special Terms and Conditions, on production of supporting documentation.

The cover applies to the reimbursement of doctors' fees and surgical, hospitalisation and pharmaceutical costs.

It also extends to:

- reimbursement of the cost of transporting the Insured Party, by ambulance or other means justified by the circumstances of the accident, from the place where it occurred to the nearest hospital able to provide the Insured Party with the appropriate care for his or her condition;
- reimbursement, up to a maximum of 20% of the sum insured, of the cost of **supplying prosthetic or orthopaedic devices for the first time only (excluding subsequent renewal costs)**.

UNDER NO CIRCUMSTANCES WILL THE COSTS OF CURES, HELIOTHERAPY AND THALASSOTHERAPY BE PAID.

The reimbursements payable by us in accordance with the above are due in addition to any benefits or compensation paid to the Insured Party for same costs by Social Security or any other group insurance scheme or by an insurance policy previously taken out, and the Insured Party may not receive in total an amount greater than the amount he or she actually paid out.

SEARCH AND RESCUE COSTS

If specified in the Special Terms and Conditions, the Insurance applies, up to the amount set out in said Special Terms and Conditions, to the reimbursement of any search and rescue costs that the Insured Party has to pay if he or she was reported missing or in danger, provided that:

1. The search or rescue operations were carried out by public or private emergency services or by individual rescuers, in order to assist the Insured Party;
2. The search or rescue operations were undertaken following an accident covered by this policy.

However, if the Insured Party has not been involved in an accident, but has nevertheless been reported as missing or in danger in circumstances such as the search or rescue costs would have been paid if he or she had been the victim of an accident, these costs will be reimbursed up to half the amount set out in the Special Terms and Conditions.

HOME/VEHICLE ADAPTATION

If specified in the Special Terms and Conditions, if the Insured Party suffers PARTIAL PERMANENT DISABILITY greater than 33% as a result of an accident covered by the policy and requires adaptation of his or her home and/or vehicle, we will bear these costs subject to being sent supporting documentation and up to a maximum of 10% of the sum insured under the DISABILITY cover with a maximum set out in said Special Terms and Conditions.

DAILY ALLOWANCE IN EVENT OF COMA

If specified in the Special Terms and Conditions, if, following an accident and subject to the exclusions provided, an Insured Party is in a coma for a continuous period of more than 10 days, the Insurer will pay the beneficiary(ies), at the end of this period, an advance on the sum insured provided for in the event of DEATH or DISABILITY. This allowance runs from the 10th day of the coma and for a maximum period of 365 days and is for the amount indicated in said Special Terms and Conditions.

In the event of the subsequent death of the Insured Party as a result of this accident, the Insurer will pay the beneficiary(ies) the balance of the insured sum.

If the Insured Party survives, this advance will remain accrued to him or her.

In the event of total or partial disability as a result of this accident, the Insurer will pay the Insured Party the balance of the insured sum.

Coma means any state characterised by the loss of relational functions (consciousness, mobility, sensitivity) with preservation of vegetative life (breathing, spontaneous blood circulation) declared by a medical authority authorised to practise in France.

In order to implement the cover, the Policyholder or the beneficiary(ies) shall send the company, at the end of the 10 days, a medical certificate stating that the Insured Party has been in a continuous coma.

3. FORMATION AND TERM OF THE POLICY

EFFECTIVE DATE

The insurance policy is formed upon agreement of the parties. Once it has been signed by them, it reflects their mutual commitment.

Cover commences on the effective date indicated in the Special Terms and Conditions unless they specify that entry into force is subject to payment of the first contribution. These same provisions shall apply to any policy endorsement.

TERM

Unless agreed otherwise:

- *The policy is entered into for a period of one year.*
- *On expiry, it shall be automatically renewed each year, unless cancelled by either of the parties by registered letter at least two months before the annual contribution due date.*
- *Any insurance taken out for a period of less than one year shall, however, automatically cease, without automatic renewal, at the end of the agreed period.*

For automatic renewal policies covering natural persons outside their professional activities, the Insured Party shall be notified of the deadline for exercising the **right to cancel** the policy with each renewal notice.

If this notice is sent less than fifteen days before this date, or if it is sent after this date, the Insured Party shall be informed with this notice that he or she has a period of **twenty days** from the date this notice is sent to **cancel the policy renewal**. In this case, the cancellation period runs from the date of the postmark.

If this information is not sent in accordance with the provisions of the first paragraph, the Insured Party can terminate the policy, without penalty, at any time from the renewal date, by sending a letter by registered post to the Lead Insurer. Cancellation shall take effect the day after the date of the postmark (Article L.113-15-1 of the French Insurance Code).

During the policy term, the parties can cancel the cover in the cases stipulated in the cancellation section below.

MAINTENANCE AND END OF COVER

For each Insured Party, the cover will automatically end:

- on the date on which the link between the Insured Party and the Policyholder is terminated, i.e. the date on which the Insured Party ceases to be part of the insurable group;
- on the date of cancellation or non-renewal of the policy. However, in the case of a mandatory group policy, we must maintain the cover, without a requirement for a probationary period or medical examination or questionnaire, for any Insured Parties who request it before the end of the cancellation notice period.

In the case of an optional group policy, the cover can be maintained under the above conditions only two years after the Insured Party signed up to the policy;

- in any case, at the end of insurance year in which the Insured Party reaches the age of **seventy**.

CANCELLATION

This policy can be cancelled before its usual expiry date in the following cases and circumstances:

By You or by Us:

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

By You:

- In the event of a reduction in risks, if we refuse to reduce the contribution accordingly (Article L.113-4 of the Insurance Code).
- If, after a claim event, we cancel of another policy in your name (Article R.113-10 of the Insurance Code), within one month of being notified of the cancellation of the affected policy.
- In the event of a price revision.
- In the event of a portfolio transfer request approved by the administrative authority. The Policyholder has a period of one month from publication in the Official Journal of the decision to approve the transfer (Article L.324-1 of the Insurance Code) to cancel the policy.

By Us:

- In the event of non-payment of premiums (Article L.113-3 of the Insurance Code).
- If the risk is aggravated (Article L.113-4 of the Insurance Code).
- In the event of omission or misrepresentation in the risk declaration made when the policy is taken out or subsequently (Article L.113-9 of the Insurance Code).
- After a claim event, you have the right to cancel any other contracts you have taken out with us (Article R.113-10 of the Insurance Code), within one month of being notified of the cancellation of the affected policy.
- In the event of court-supervised reorganisation or liquidation ordered against you (Article L.113-6 of the Insurance Code).

By the director or debtor authorised by the official receiver or liquidator:

In the event of court-supervised reorganisation or liquidation ordered against you (Article L.113-6 of the Insurance Code). The Policy is cancelled automatically after formal notice to decide on continuation of the policy is sent by the Insurer to the administrator to which no response is received within one month (Article L.622-13 of the French Insurance Code).

Automatically:

In the event of total withdrawal of the authorisation granted to the insurance company (Article L.326-12 of the Insurance Code). The insurance policy shall automatically cease to have effect on the fortieth day, at noon, after publication in the Official Journal of the decision of the ACPR pronouncing the withdrawal.

The contributions due before the date of publication of the withdrawal decision in the Official Journal and not paid on this date are payable in full to the Insurer, but they are only definitively accrued in proportion to the cover period up to the cancellation date.

Contributions due between the date of the withdrawal decision and the date of automatic cancellation are only payable proportional to the cover period.

In the event of cancellation during an insurance period, you will be reimbursed the portion of the contribution for the remaining period, if it was paid in advance. **However, this portion of the contribution is retained if the policy was cancelled for non-payment of contributions.**

Cancellation or non-renewal of the contract shall not affect the payment of benefits accrued or arising during its period of validity.

HOW TO CANCEL THE POLICY

If you have the right to cancel the policy, you can do so by registered letter, by a declaration made with acknowledgement of receipt at our registered office, or by an extra-judicial act.

If we cancel, we must notify you of the cancellation by registered letter sent to your last known address for service.

In the event of cancellation by registered letter, the notice period runs from the date of the postmark.

In the cases referred to in the preceding sections, cancellation must be requested by each of the parties by registered letter with acknowledgement of receipt indicating the nature and date of the event invoked and giving any clarification required to establish that the cancellation is directly related to said event.

4. PAYMENT OF CONTRIBUTIONS

MAIN CONTRIBUTION

The contribution and any additional charges, the amount of which is stated in the policy, plus the levies and taxes, are payable at the registered office of the Lead Insurer or at the address for service of the representative if one has been appointed for this purpose.

The due dates are fixed in the Special Terms and Conditions.

If payment of a contribution or a part of a contribution is not made within ten days of its due date, the Lead Insurer, acting on behalf of all of the Co-insurers (regardless of its right

to pursue fulfilment of the policy), can send formal notice by registered post to the Policyholder or to the person responsible for payment of contributions, at its most recent address known to the Lead Insurer, proven by acknowledgement of receipt if this address is outside mainland France.

The formal notice shall reproduce the text of Article L.113-3 of the French Insurance Code.

If the overdue contribution or part of the contribution is not paid within thirty days of:

- the date the formal notice is sent,
- or, if this letter has to be sent to a place outside mainland France, the date it is handed to the recipient as declared in the acknowledgement of receipt,

cover is automatically suspended.

Non-payment of a part of the contribution results in the outstanding annual contribution becoming payable in full. In this case, cover is suspended until it has been paid in full.

If suspension lasts for at least ten days, the Lead Insurer, acting on behalf of all of the Co-Insurers, is entitled to cancel the policy within the time frames and in the manner provided for in Section III above.

Payment of the contribution or the parts of the contribution for which formal notice was sent brings the suspension to an end and the policy resumes its effects at midday on the day after the date of payment.

If the annual contribution is payable in several instalments, non-payment of a portion of the contribution on the due date will result in all of the remaining contribution portions for the current insurance year becoming immediately payable.

CONTRIBUTION BASED ON VARIABLE ELEMENTS

When the contribution is calculated on the basis of variable elements such as the number of insured parties or the amount of their remuneration, you must pay the provisional contribution provided for in the Special Terms and Conditions on each due date. You must then declare, no later than **thirty days** after each due date, the elements required to calculate the final contribution.

We have the right to check your declarations. You agree to receive our representatives for this purpose and to justify, using all documents in your possession, the accuracy of your declarations.

In the event of error or omission in the declarations referred to above, you must pay compensation equal to 50% of the contribution omitted, in addition to the amount of the actual contribution; **if the errors or omissions are fraudulent by their nature, size or repetition, we will be entitled to require reimbursement of claims settled** (Article L.113-10 of the Insurance Code).



If you fail to provide us with the required declaration within the required time frame, we can send you, by registered letter, formal notice to fulfil this obligation within ten days. If, after this time, the declaration has not been provided, we can take steps to recover a contribution calculated based on the last declaration provided, plus 50%, as an advance payment and subject to subsequent settlement.

If this contribution is not paid, we can pursue the fulfilment of the policy in court, suspend the cover and then cancel the policy under the conditions specified above.

5. OBLIGATIONS IN THE EVENT OF A CLAIM EVENT

In the event of a claim event, we need to be quickly and fully informed of the circumstances in which it occurred and its possible consequences.

FORM AND REQUIRED INFORMATION

The Insured Party or his or her assigns, you if applicable, or any agent acting on their behalf, are required to report any claim event, in writing or verbally against receipt, at our registered office or with our representative designated in the policy, within fifteen days of the date on which they became aware of it.

If the claim event is not reported within the time frame specified above, except in exceptional circumstances or cases of force majeure, we can claim forfeiture of cover if we can establish that the delay in reporting caused us injury (Article L.113-2 of the Insurance Code).

With this report, they must also provide all information on the seriousness, causes and circumstances of the claim event and indicate, if possible, the names and addresses of the witnesses and the persons responsible.

In particular, the claim event report must include:

- the date, circumstances and location of the accident;
- the full name, date of birth, address and profession of the victim(s);
- the initial medical certificate describing the nature of the damage or injuries and their likely consequences;
- if applicable, the police or gendarmerie report, the names and addresses of the person responsible for the accident and any witnesses.

The victim or his or her assigns must endeavour to limit the consequences of the accident and, in particular, use the medical care required by the victim's condition.

The agents and doctors, appointed by us, will have free access to the victim and the doctors treating him or her to observe his or her condition, unless there is reason to object. **Any intentional misrepresentation of the date or circumstances of an accident, duly established and likely to harm us, shall result in forfeiture of the rights to compensation which, if already paid, must be reimbursed to us.**

CONTROL

The Insured Party is obliged to submit to examination by the doctors appointed by us; our representatives shall have free access to him or her whenever we consider it useful *on penalty for the Insured Party or for any beneficiary of incurring forfeiture of their rights if, without a valid reason, they refuse to allow checks by our representatives or prevent the exercise of these checks and if, after being given forty-eight hours' notice, they continue to refuse or still prevent us from carrying out our checks.*

Any fraud, non-disclosure or false declaration by you or by the beneficiary of the compensation, intended to mislead us about the circumstances or consequences of a claim event, shall result in the loss of any right to compensation for the claim event in question.

6. SECTION 1. PAYMENT OF COMPENSATION

DETERMINING THE CAUSES AND CONSEQUENCES OF THE ACCIDENT

The causes of the accident and its consequences, the disability rate and the duration of the total or partial temporary incapacity are determined by agreement between the parties or, failing agreement, by

two doctors, each designated by one of the parties. In the event of a difference of opinions, a third doctor will be appointed to settle the matter; if they do not agree on the choice of this third doctor, or if one of the parties fails to appoint its expert, the appointment shall be made at the request of the more diligent party by the chairman of the District Court of the Insured Party's address for service with no oath or any other formalities.

Each party shall bear the fees and expenses for the intervention of the doctor appointed by it, the fees and expenses required by the possible intervention of a third doctor being shared equally.

AGGRAVATION INDEPENDENT OF THE ACCIDENT EVENT

Whenever the consequences of an accident are aggravated by the constitutional condition of the victim, lack of care due to negligence or empirical treatment, existing illness or disability, and in particular by diabetes or a blood condition, the compensation due will be determined based on the consequences that the accident would have had on an able-bodied person in normal health undergoing rational treatment.

PAYMENT

The guaranteed compensation is payable:

- In the event of death and permanent disability, within one month of submission of the supporting documents for the accidental death of the Insured Party and justifying the status of the beneficiary, or of the agreement of the parties on the degree of disability.
- In the event of Temporary Incapacity, as soon as the Insured Party has resumed his or her normal activities and in any event at the end of the maximum period specified in the Special Terms and Conditions.



- In the event of application of the cover for treatment and search and rescue costs, within one month of submission of the supporting documents for the amount of expenses incurred that are reimbursable by us.
- If the parties fail to agree, the compensation will be paid within fifteen days of the date when a court decision becomes enforceable.

7. MISCELLANEOUS PROVISIONS

INFORMATION OF INSURED PARTIES

For a group policy:

You are required to provide the Insured Parties with detailed information about the policy which defines, in particular, the cover granted under this policy and the terms and conditions of its application.

You are also required to inform the Insured Parties in advance and in writing of any reduction in the cover granted under this policy.

PERSONAL DATA PROTECTION

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

This clause sets out the following:

- The type of personal data that we collect about you and how;
- How the data is used;
- Our legal basis for collecting your information;
- The people we share your data with;
- Where we transfer your information to;
- How long we keep your information for;
- Your rights and choices with respect to the data that we hold;
- The procedures for making a complaint about the data that we hold; and
- How to contact us for any questions relating to this declaration or the personal data that we hold.

Who is TMHCC?

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

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

What is personal data?

Within this clause, references to “personal information” or “personal data” mean data that can be used to identify you. This can be, for example, not only your name, your address and your telephone number, but also your IP address and your location.

What personal data do we collect?

Data you provide voluntarily

We may ask you to provide personal data in order to provide you with services. This might include your name, your email address, your postal address, your telephone number, your gender, your date of birth, your passport number, your banking details, your credit history and your claims history. The personal information that you are asked to provide and the underlying reasons will be communicated to you when we ask you for it.

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

Data we obtain from third-party sources

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

For example, if you are a person who has taken out insurance with us by the intermediary of an insurance broker, we can obtain data about you from your broker in order to help us to prepare your quote and/or your insurance policy. For more information on how your broker uses and shares your personal data, please refer to their personal data protection clause.

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

- Credit reference agencies;
- Anti-fraud and other databases;
- Government agencies;
- The electoral register;
- Court decisions;
- Sanctions lists;
- Family members; and
- In the event of a claim event: the other party to the claim event, witnesses, experts, claims experts, lawyers and claims managers.

How is personal data used?

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

- Set you up as a new customer (including the implementation of customer knowledge checks);
- Send you an insurance quote;
- Accept payments from you;
- Communicate with you about your policy;
- Renew your policy;
- Obtain reinsurance for your policy;
- Process insurance and reinsurance claim requests;
- For general administration of the insurance purposes;
- Meet our legal and regulatory obligations;
- Model our risks;
- Defend or take legal actions;
- Investigate or track down fraud;
- Respond to your information requests; or
- When you register for an online account;

Our legal basis for collecting your data

If you belong to 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 if we need it to provide you with our services/fulfil a contract with you, if the processing is in our legitimate interest and is not overridden by your data protection interests or your fundamental rights and freedoms, or with your consent.

In some cases, we might use your personal data under a legal obligation, for example to carry out know-your-customer and money laundering checks before accepting you as a new customer.

If we ask you to provide personal information to meet a legal requirement or to fulfil a contract with you, we will clarify this to you at the appropriate time and tell you if providing your personal information is mandatory or not (as well as the possible consequences if you do not provide it). You are not obliged to provide us with personal data. However, if you choose not to disclose requested data to us, we might not be able to provide you with certain services.

Similarly, if we collect and use your personal information according to our legitimate interests (or those of a third party), we will tell you clearly, at the appropriate time, what these legitimate interests are.

If you live in France, we can collect and use your personal data, including sensitive personal data, on the basis of the significant public interest that insurance represents, in accordance with France's data protection legislation as amended and European data protection regulations.

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

With whom is your personal data shared?

We might disclose your personal information to the following categories of recipient:

companies in our group, third-party service providers and partners providing data processing services (for example, to assist with our service fulfilment) or otherwise processing personal information for the purposes described in this clause (see “How does TMHCC use my personal data?”). A list of current companies of our group is available at <http://www.tokiomarinehd.com/en/group/> and a list of our service providers and current partners can be made available on request;

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

a potential buyer (and their agents and advisors) as part of any purchase, merger or acquisition plan for part of our business, provided that we inform the buyer that they must only use your personal information for the purposes set out in this clause;

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 one you live in. These countries may have data protection laws that differ from the laws of your country.

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

However, we have secured the appropriate guarantees to ensure that your personal data will remain protected in accordance with this personal data protection clause. This concerns in particular the implementation of the European Commission’s standard contract clauses for the transfer of personal data between companies in our group, which require all companies in the group to protect personal data that they process from the EEA in accordance with European Union’s data protection legislation.

Our standard contract clauses can be provided on request. We have put in place similar guarantees with our third-party service providers and our partners, and other details can be provided on request.

How long is personal information kept?

We will retain your personal data in our records for as long as we have a legitimate business need to do so. This includes providing a service that you have requested, or for you to comply with applicable legal, taxation or accounting requirements. It also includes storing your data for as long as the possibility remains that you or we may wish to institute legal action relating to your insurance policy, or if we are obliged to retain your data for legal or regulatory reasons. Please contact us using the details listed in the “Contact us” section below if you need more information on our record retention procedures.

We may also keep your personal data when it is necessary to protect your vital interests or those of another person.

Your rights as a data subject

Your main rights under data protection law are the following:

- a) the right to access data;
- b) the right to correct data;
- c) the right to erase data;
- d) the right to restrict data processing;
- e) the right to oppose processing;
- f) the right to data portability;
- g) the right to submit a complaint to a supervisory authority; and
- h) the right to withdraw consent.

If you want to access your personal information, correct it, update it or request it is deleted, we will ask you to provide a copy of two of the following documents: Driving licence; passport; birth certificate; bank statement (from the last 3 months); or water, gas or electricity bill (from the last 3 months). As regards your right to access data, the first request for access will be granted free of charge, but additional copies may be subject to reasonable charges.

In addition, if you live in the European Union, you can object to the processing of your personal information, ask us to restrict processing or request the portability of your data.

Similarly, if we have collected and processed your personal information with your consent, you can withdraw your consent at any time. The withdrawal of your consent will not affect the legality of any processing that we have carried out before your withdrawal, nor the processing of your personal information performed for lawful processing reasons other than consent.

You have the right to lodge a complaint with a supervisory data protection authority concerning the collection and use that we make of your personal information. For more information, please contact the Commission Nationale pour la Protection des Données du Grand Duché de Luxembourg [National Data Protection Commission of the Grand Duchy of Luxembourg], 1, avenue du Rock'n'Roll L-4361 Esch-sur-Alzette which can also be visited online at the website <https://cnpd.public.lu/fr.html>

We answer all requests that we receive from people wishing to exercise their data protection rights in accordance with the legislation applicable to data protection.

You can exercise any of your rights with respect to your personal data by contacting us by email at the address dpo@tmhcc.com or using the contact details indicated in the "Contact us" section at the end of this clause.

Automated decision-making

In some cases, the use that we make of your personal information may lead to automated decision-making (including profiling) that affects you legally or that affects you in a substantially similar way.

Automated decisions mean that a decision concerning you is made automatically as determined by software (using software algorithms), without a human review by us. For example, in some

cases, we may use automated decisions to determine if we will propose insurance cover to a prospective Insured Party. We have implemented measures to protect the rights and interests of individuals whose personal information undergoes an automated decision-making process.

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

Security

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

For example, our security and technology policies are regularly reviewed and improved as necessary and only authorised personnel have access to user information. We use the Secure Sockets Layer (SSL) protocol to encrypt financial data that you enter before it is sent to us. The servers we use to store personal data are kept in a secure environment.

Although we cannot guarantee that data will not be lost, misused or corrupted, we do our best to prevent it.

Updates to this personal data protection clause

We may occasionally update this clause in response to legal, technical or commercial developments. When we update our personal data protection clause, we will take the appropriate measures to inform you, in accordance with the significance of the changes that we are making. We will obtain your consent for any substantial amendment of the personal data protection clause if and when the legislation applicable to data protection so requires.

Contact us

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

Data Protection Officer
Tokio Marine Europe S.A.
33, rue Sainte Zithe,
L-2763 Luxembourg
DPO@tmhcc.com

STATUTE OF LIMITATIONS

Any action deriving from this policy is barred after two years. This period runs from the day of the event that gives rise to this action, under the conditions laid down in Article L.114-1 and L.114-2 of the French Insurance Code.



**TOKIO MARINE
HCC**

However, this period only runs:

- 1) in the event of any non-disclosure, omission, or false or inaccurate declaration of the insured risk, from the date on which Insurers become aware of this;
- 2) in the event of a claim event, only from the day when the interested parties learned of it, if they can prove that they were unaware of it until then.

When the Insured Party's action against the Insurer is the result of a third-party action, the limitation period runs only from the date when said third party institutes legal proceedings against the Insured Party or is compensated by the Insured Party.

The limitation period is extended to ten years for cover regarding bodily accidents when the policy beneficiaries are the deceased Insured Party's estate beneficiaries.

The time limit for legal action is interrupted by one of the ordinary causes of interruption of the limitation period (i.e. recognition by the obligor of the right of the party to which the limitation applied, a summons, interlocutory injunction, protective measure taken pursuant to the French Code of Civil Procedure on enforcement, or court-ordered enforcement) and by the appointment of loss adjusters following a claim event. The time limit for legal action can furthermore be interrupted by the Insurer sending a registered letter with acknowledgement of receipt or a certified email to the Insured Party regarding legal proceedings for premium payment and by the Insured Party doing likewise to the Insurer regarding claim settlement payments.

COMPLAINTS

In the event of difficulties, the Policyholder shall consult the Broker through which the policy was taken out. If the response is not to its satisfaction, the Insured Party or the Policyholder can send a complaint to:

Tokio Marine Europe S.A. (Tokio Marine HCC)
36 rue de Châteaudun
CS 30009
75441 Paris Cedex 09, France
Tel: +33 (0)1 53 29 30 00 Fax: +33 (0)1 42 97 43 87

or

reclamations@tmhcc.com

The Insurer shall acknowledge receipt of the complaint within a maximum of 10 working days from receipt thereof, unless the response itself is given to the Client within this time. It shall send the response to the Insured Party within a maximum of two months from the date of receipt.

Lastly, if you are still dissatisfied with the response given, you can refer the matter to *La Médiation de l'Assurance* [France's Insurance Ombudsman] provided no legal action has been taken:

LA MEDIATION DE L'ASSURANCE
TSA 50110
75441 PARIS CEDEX 09
FRANCE

La Médiation de l'Assurance does not have jurisdiction for policies taken out to cover professional risks.

SUPERVISORY BODY

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

INTERNATIONAL SANCTIONS

This cover has no effect:

- if a ban on providing an insurance policy or service has been imposed on the Insurer as a result of sanctions, restrictions or prohibitions provided for by laws and regulations,

or

- if the property and/or activities insured are subject to any sanctions, restrictions, total or partial embargoes or prohibitions provided for by laws and regulations.