

POLICY  
**www.assurance-visa.com**  
TOKIO MARINE EUROPE No. 35.528.903  
GENERALES TERMS AND CONDITIONS valid as information note

The benefits of your policy are governed by the Insurance Code.  
Your policy is comprised of the present general terms and conditions, completed by your certificate.  
Its cover applies to all trips, whether private or professional, made during the validity period of your temporary visa (renewable for up to a maximum period of twelve months).  
Cover is valid during the policy period indicated on the insurance certificate.

Please read the general terms and conditions carefully. It specifies your respective rights and obligations and answers questions that you might have.

## DEFINITIONS

### > DEFINITION OF THE PARTIES TO THE POLICY

**INSURED:** the person designated on the insurance certificate (no age limits apply), subject to his/her fiscal residence being outside of the Schengen area.

**INSURER:** TOKIO MARINE EUROPE INSURANCE LTD, namely, the insurer with which you have subscribed an insurance policy.

**SUBSCRIBER:** the signatory of the special terms and conditions conditions who therewith undertakes to pay the insurance premium.

**YOU:** the insured individual.

### > DEFINITION ASSISTANCE TERMS

**ACCIDENT:** any sudden, unforeseeable event exterior to the victim or the damaged object, constituting the cause of damage.

**SCHENGEN AREA:** Area of free circulation of individuals between the following states: Germany, Austria, Belgium, Denmark, Spain, Estonia, Finland, France (continental France), Greece, Hungary, Iceland, Italy, Latvia, Luxembourg, Malta, Norway, The Netherlands, Poland, Portugal, Slovenia, Slovakia, Sweden, Switzerland, Czech Republic.

**SEARCH FEES:** fees for operations carried out by rescuers or rescue organisations, other than your travel companions, going out specially for the purpose of looking for you in a location lacking any means of organised or nearby rescue.

**RESCUE FEES:** fees for transport after an accident (once you are located) from the accident point to the nearest hospital.

**FUNERAL FEES:** fees for first preservation, handling, entombment, specific transport arrangements, and conservation rendered obligatory by legislation, preparation and simple model casket required for transport and in conformity with the local legislation, does not include burial, embalming and ceremony fees.

**MEDICAL FEES:** fees for pharmaceutical, surgical, consultation and hospitalisations that are medically prescribed, necessary for diagnosis and treatment of a pathology.

**DEDUCTIBLE:** part of the damages that you must pay in settlement of a claim. The deductible amounts for each benefit are specified in the table of benefits and deductibles.

**HOSPITALISATION:** emergency intervention of more than 24 consecutive hours in a public or private hospital establishment, that was not planned and cannot be deferred.

**ILLNESS:** any and all changes to health established by a competent medical authority.

**COUNTRY OF ORIGIN:** country declared at the time of subscription of the policy and for which you have paid a corresponding premium.

**PRESCRIPTION:** period beyond which no claim is admissible.

**CLAIM:** all of the damaging circumstances of an event bringing about application of one of the subscribed benefits. All of the damage ensuing from one same initial cause is considered as one single and same claim.

**SUBROGATION:** action by which we substitute for you in your rights and legal claims against the party liable for the damage in order to obtain reimbursement of the sums that were paid to you by us subsequent to a claim.

**THIRD PARTY:** any physical person or legal entity, with the exception of:

- The insured individual,
- Members of their families,
- The individuals accompanying him/her,
- His/her employees, salaried or not, in the execution of their functions.

### TERRITORIALITY OF YOUR POLICY

The guarantees of your policy apply in all countries of the Schengen area and in the DOM (Overseas Departments) and COM (Communities Overseas) of the French territory, for stays not exceeding twelve months.

### TABLE OF BENEFIT AMOUNTS AND DEDUCTIBLES

<b>MEDICAL FEES - ASSISTANCE - REPATRIATION</b>		
<b>BENEFITS</b>	<b>AMOUNTS AND LIMITS OF COVER</b>	<b>DEDUCTIBLES</b>
<b>MEDICAL AND HOSPITALISATION FEES IN THE COUNTRY OF STAY:</b> ✓ Fees to be paid by you (excluding dental fees) ✓ Emergency dental care (cavities)	With the following limits:  per insured individual and by insurance period: 30,000€ per insured individual and by insurance period: 100€	Per claim:  80 € except for dental care which has no deductible
<b>ASSISTANCE-REPATRIATION:</b> ✓ Organisation and payment of your Medical repatriation  ✓ Extention of hotel stay  ✓ Repatriation of the body in the case of death funeral fees required for transport  ✓ Dispatch of medication to Europe  ✓ Transmission of messages	Actual costs  46 €/ day with a maximum of 10 days  3500€ 762€  Actual costs  Actual costs	None
<b>SEARCH OR RESCUE FEES:</b>	Limited to 700 € per insured individual and per insurance period	None
<b>LEGAL ASSISTANCE IN THE COUNTRY OF STAY:</b> ✓ Reimbursement of lawyer's fees	Limited to 762 € per insured individual and per insurance period	None

<b>PERSONAL LIABILITY</b>		
<b>BENEFITS</b>	<b>AMOUNTS AND LIMITS OF COVER</b>	<b>DEDUCTIBLES</b>
<b>BODILY DAMAGE AND CONSEQUENTIAL LOSSES</b>	Limited to 3,000,000 € per claim	Per claim: 80€
<b>MATERIAL DAMAGE AND CONSEQUENTIAL LOSSES</b>	Limited to 30,000 € per claim	
<b>ALL DAMAGE COMBINED: BODILY DAMAGE, MATERIAL DAMAGE AND CONSEQUENTIAL LOSSES</b>	Limited to 3,000,000 € per event	

## **POLICY COVER**

### **1. MEDICAL FEES AND HOSPITALISATION COVER**

The reimbursement of medical fees subsequent to an accident or illness arising in an urgent and unforeseeable manner on the French territory as well as in the Schengen area and not originating before subscription of the policy.

Reimbursement of medical fees, hospitalisation, and surgical fees are carried out within the limit of a cap of 30,000 euros after deduction of an 80 euros deductible.

Medical fees that are consecutive to an illness or hospitalisation are only covered if they were incurred after a waiting period of 8 days after the effective date of the policy.

Cover for dental care (cavities only) is capped at 100 euros.

There is no waiting period in the event of an accident. There is no deductible.

### **2. REPATRIATION ASSISTANCE**

#### **2.1 OBJECT OF THE BENEFITS**

##### **Organisation and payment of your repatriation**

If during your stay in the Schengen area, you become ill or have an accident that is covered by the policy that obligates you to interrupt your stay; we cover the repatriation expenses up to the actual cost in the case of medical repatriation consequential to a risk covered to allow you to go back to your country of origin. All requests for assistance are subject to prior agreement from our company and our medical department.

We will be released of all obligations to reimbursement in the event where the above term is not respected.

##### **Extention of hotel stay**

If your health condition does not require hospitalisation or assisted transfer and you are unable to undertake your return on the date initially planned, we will cover your additional hotel fees up to the amount indicated in the table of benefits of the cover.

Once your state of health makes it possible to travel, we organise and cover your additional transport costs in the event that the transport ticket foreseen may not be used as a consequence of said event.

Said fees are covered as follows:

- for European Union nationals for a return trip to your domicile
- for nationals of other countries, to the national airport closest to your domicile.

### **Repatriation of the body**

In the event of death consecutive to a covered risk, during your stay in the Schengen area, we cover the organisation and transport fees for the body of the insured to the country of origin up to the amount of 3,500 €. The cost of the coffin is limited to 762€.

### **Dispatch of medication to Europe**

We cover all measures of research and dispatch of medication required for pursuing a medical treatment that is underway and prescribed by a doctor, in the case where, you have no more medication following an unforeseeable event and it is impossible for you to obtain them or their equivalent on location. The cost of said medication remains to be paid by you in all cases.

### **Transmission of messages**

We will take care to transfer messages that are intended for you, to you when you are not able to be reached directly, such as in the case of hospitalisation for example. Likewise, we are able to communicate, by call to a member of your family, a message that you leave to the attention of said family member.

### **Search and rescue fees**

We cover search and rescue at sea or in the mountains following an event that endangers your life, up to the amount indicated in the table of benefit. Only expenses billed by a company duly authorised for said activities may be reimbursed.

### **Legal assistance in the country of stay**

In the case of accident during your stay in the Schengen area, we cover reimbursement of lawyer's fees for executing your claim before a court in the country of stay, up to the amount of € 762.

## **2.2 WHAT TO DO IN THE EVENT OF A CLAIM**

### **2.2.1 .IMPLEMENTING COVER**

For an assistance request, you must contact or have a third party contact TOKIO MARINE ASSISTANCE as soon as your situation implies anticipated return, subject to penalty of ineligibility.

- either by telephone: from France 01 48 82 62 35 from abroad (33) 1 48 82 62 35
- or by fax: from France 01 45 16 63 92 from abroad (33) 1 45 16 63 92

You will be immediately given a case number and you must indicate:

- your policy number,
- your address and the telephone number where you can be reached, as well as the contact information of the individuals assisting you,
- allow access to all of your medical files to the doctors, or those concerning the person in need of assistance.

### **2.2.2 FOR PAYMENT OF TRANSPORT**

Transport that is organised and covered under benefits is carried out by first class train ticket or airline in economy class or even by taxi, depending on the decision of our Assistance department.

In this/her case, we become owners of the initial ticket and you undertake to return them to us or reimburse us the amount that you have obtained as refund from the body that issued said tickets.

### **2.2.3 SCOPE OF OUR ASSISTANCE SERVICES**

We intervene in the framework of the national and international regulations and our services are subject to having obtained the necessary authorisations by the competent administrative authorities. Moreover, we cannot be held liable for delays and hindrances in the execution of services agreed to subsequent to a case of force majeure or events such as strikes, rioting, civil unrest, and restriction on free movement, sabotage, terrorism, civil or foreign war, consequences and effects of a radioactive

source or any other fortuitous event.

### **3. EXCLUSIONS TO COVER OF MEDICAL FEES, HOSPITALISATION, AND RAPATRIATION ASSISTANCE**

**Not covered are:**

**Illnesses existing prior to subscription as well as their consequences: inherited physical disabilities and illnesses; chronic illnesses; tropical illnesses; all prostheses including auditive and dental; dental care (except cavities); stomatology; speech therapy; contact lenses; massages and kinesiotherapy; acupuncture; sterility treatment; aesthetic procedures; orthoptic treatment, psychic, psychotherapeutic and neurological treatment including consultations; nervous depression; suicide attempts; seropositivity for HIV and its consequences; aids and its consequences; treatments; rest homes, convalescence, rehabilitation; health work ups; check-ups, vaccination fees.**

**The consequences of accidents caused by deliberate or unintentional fault of the insured; the consequence of participation in fights; the consequences of use of non medically prescribed medication, drugs or narcotics; the consequences of alcoholism or drunkenness, medical expenses from a non qualified practitioner.**

**The consequences of accidents caused by cyclones, earthquakes, volcanic eruptions or other cataclysms; accidents caused by the radioactive decay as well as damage due to the effects of radiation caused by artificial particle acceleration; accidents caused by terrorist acts or sabotage, by foreign war, civil war, riots or civil unrest, subject to the terms foreseen in article L121 .8 of the Insurance Code.**

**Accidents due to the practice of the following sports: mountaineering and rock climbing; bobsled, Skelton; deep sea diving; parachuting ; all sports that are airborne or require use of a motor engine, as well as all participation in sporting competition on a professional basis.**

**Expenses relative to birth control, voluntary interruption of pregnancy, pregnancy and all complications due to said state, miscarriage, childbirth, and consequences thereof (including consultations, analyses, and echographies) are not reimbursed.**

**We may not under any circumstances replace the local emergency rescue organisations.**

### **4. PERSONAL LIABILITY COVER**

#### **4.1. OBJECT OF THE COVER**

During your travel not exceeding one year, we cover the financial consequences of civil liability that you may incur, in application of the legislation or the established precedents of the country in which you are located, due to:

- bodily damage,
- material damage,
- consequential loss consecutive to covered bodily and material damage, resulting from an accident arising during your private life and affecting a third party due to:
  - your action,
  - the actions of persons to whom you are accountable,
  - actions of things or animals that you are responsible for.

#### **4.2. SUBSIDIARITY OF THE COVER**

The cover is acquired for travels that you go on outside of your country of origin and uniquely in the countries where you are not otherwise covered by civil liability insurance.

### **4.3. BENEFIT AMOUNTS**

Benefits are granted up to the limit of the caps provided in the table of benefits and deductibles, it being understood that:

- The limit per event provided in the table of benefit amounts and deductions constitutes the maximum amount paid for one same event, all claims together: bodily, material and consequential losses,
- one deductible per claim, whose amount is indicated in the table of benefit amounts, and deductibles remain to be paid by you in all cases.

### **4.4. EXCLUSIONS**

**Excluded are:**

- **The consequences of deliberate fault by the insured.**
- **Damage caused by civil or foreign war whether declared or not, riots and popular uprising, terrorist acts, attacks or sabotage.**
- **Damage caused by volcanic eruptions, earthquakes, storms, hurricanes, cyclones, flooding, tidal wave and other cataclysms.**
- **Damage rendered inevitable by wilful act of the Insured and which causes the insurance policy to lose its characteristic of aleatory policy guaranteeing uncertain events (article 1964 of the Civil Code).**
- **Fines and any other penal sanction imposed on the Insured personally.**
- **Damages or aggravation of damages caused:**
  - **by arms or devices intended to explode by modification of the structure of the nucleus of the atom,**
  - **by any and all nuclear fuel, product or radioactive waste,**
  - **by any source of ionising rays (especially any radio-isotope).**
- **The consequences of contractual commitments accepted by the Insured and which have the effect of aggravating the liability that would have devolved upon him/her in the absence of said commitments.**
- **Damages such as mentioned in article L. 211-1 of the Insurance Code relative to the obligation to have automotive insurance and caused by the land-going motor vehicles, their trailers or semi-trailers, of which the Insured has ownership, custody or use (including due to falling down of accessories and products serving for use of the vehicle, and the objects and substances that it transports).**
- **Material damages and consequential financial loss due to fire, an explosion or water damage occurring in the building in which the Insured is the owner, renter or occupant.**
- **Theft committed in the building mentioned in the foregoing exclusion.**
- **Material damage (other than that mentioned in the two precedent exclusions) and consequential financial losses caused to property of which the liable Insured has custody, use, or consignment.**

- The consequences of air, sea, river, or coastal navigation in a vessel that the Insured owns, has custody of, or uses.
- Damages caused by weapons that the Insured owns or detains without authorisation granted by the prefecture and the munitions for such weapons, whose possession is prohibited.
- Damage resulting from the practice of hunting, all mechanical sport arts (motor vehicle, motorcycle and more generally all land-going motor vehicles), and all airborne sports;
- Damage caused by dogs of the first category (attack dogs) from the second category (guard and watch dogs), as defines in article 211-1 of the Rural Code, and by animals belonging to wild species that are tamed or held in captivity, mentioned in article 212-1 of the Rural Code, whether stray or not, that the Insured owns or is keeping (law no. 99-5 of 6 January 1999 relative to dangerous and stray animals and animal protection).
- The consequences:
  - of organisation of sporting competitions;
  - the practice of sports as a licensee of a sports federation;
  - the practice of airborne or nautical sports.
- Damage caused by the members of your family, employees, whether salaried or not, while exercising their functions, o any other individual having the quality of insured on the basis hereof;
- Damage caused to animals or objects belonging to you or that are rented, lent or entrusted to you;
- Damage caused during exercise of your professional or during participation in an activity organised by an association incorporated under the law of 1901, an institution, or public authority;

#### **4.5 .COVER PERIOD**

The cover of the present policy is triggered by the claim incident and covers the Insured against financial losses and claims, once the claim incident arises between the initial effective start date and its cancellation or expiry date regardless of the date of other component elements of the claim (article L. 124-5 of the Insurance Code).

#### **4.6. WHAT YOU MUST DO IN THE EVENT OF A CLAIM**

You must not accept any acknowledgement of liability, or any transaction without our consent. However, the admission of a material fact or execution of a simple duty of assistance does not constitute acknowledgement of liability.

You must declare the claim, in writing, within **five business days of the day that you become aware of it**, except in a fortuitous event or case of force majeure.

**After this/her deadline, you will loose all rights to compensation in the event where we suffer loss due to the late declaration.**

In the event of a procedure engaged against you, you grant us all powers to direct the case and exercise all means of recourse before the civil courts or in order to participate in your defence and exercise appeals on the civil interests before the criminal courts.

You must send us upon receipt thereof, any and all invitations to attend, writ of summons, extra-judicial document and document from the proceedings that are addressed or served to you.

In the event of late transmission of said documents, we pay claim compensation that is proportional to the loss suffered by us (article L 113-11 of the Insurance Code).

**If you default in your obligations subsequent to the claim, we shall compensate the injured**

**third parties or their assigns; however, we can take legal action against you for the purpose of recovering the sums paid.**

## **ADMINISTRATIVE PROVISIONS**

### **EFFECTIVE START DATE AND DURATION OF THE POLICY**

The policy takes effect on the date and for the duration indicated in the insurance certificate, subject to payment of the premium. Upon expiry of the policy, said latter shall only be renewed upon request of the insured and agreement of the insurance company. The policy is concluded for a fixed term without automatic renewal and may not be cancelled and reimbursed during the insurance period.

### **TERMS AND CONDITIONS OF MODIFICATION OR CANCELLATION OF THE POLICY**

Any modification of travel dates or cancellation of the policy may only be accepted if the request is made 24 business hours before the effective date of the policy. Modification of dates is possible only once within the limit of the current calendar. In the event of cancellation, the policy can only be reimbursed upon proof of not having obtained a visa and after deduction of a lump-sum of 30 €. Modification or cancellation of the policy can only be exclusively done by the agency of Cabinet PLUS VALUE SAS upon request of the insured and upon presentation or dispatch of proof of visa refusal by the embassy.

### **DEADLINES AND MEANS OF DECLARATION**

Either in writing, or verbally upon which a receipt shall be issued at the registered office of the company or in the offices of the company's agent indicated in the general terms and conditions as soon as you become aware of the damage.

You must declare the damage within 5 business days. We may be released of all obligation of reimbursement in the event where the above terms are not respected.

If damage cannot be determined by mutual agreement, they shall be evaluated using an amicable and obligatory expert evaluation, subject to our respective rights. Each party chooses its expert. If the experts do not agree, they shall call on a third expert and all three shall carry out joint operations and decide by a majority of votes.

In the absence of one party naming an expert or both experts agreeing on the choice of a third expert, then appointment shall be made by the Presiding judge of the High Court where the subscriber's domicile is situated. Said appointment is made by pure and simple request signed by at least one of the parties; the party who did not sign is called to attend the expert appraisal by registered letter.

Each party shall pay the expenses and fees of its expert and where necessary, one-half of those of the third expert.

### **PRESCRIPTION**

All claims concerning the present policy, regardless from which party is arises, may only be exercised during a period of two years as from the event giving rise thereto (articles L114-4 and L114-2 of the Insurance Code ).

Prescription may be interrupted: by appointment of an expert, by dispatch of a registered letter with acknowledgement of receipt that that we send to you concerning payment of the premium and that you send to us concerning payment of a claim, by seizure of a court of law even in summary proceedings or for any other ordinary cause.

### **SUBROGATION IN YOUR RIGHTS AND ACTIONS**

In counterpart to payment of compensation and up to the amount of said latter, we become beneficiary of the rights and claims that you have against all those liable for the damage, in conformity with article L 121-12 of the Insurance Code.

If you are no longer able to exercise said claim because of your own doing, we may be discharged of

all or part of our obligations toward you.

**SANCTIONS APPLICABLE IN THE EVENT OF FALSE DECLARATION AT THE TIME OF THE SUBSCRIPTION**

Any non-disclosure of false declaration, any omission, or inexactitude in the risk declaration is punished subject to the terms foreseen in articles L 113-8 and L 113-9 of the Insurance Code:

- in the case of bad faith on your part: by nullity of the policy;
- if your bad faith is not established: by a reduction of compensation in proportion to the premium which would have been due if the risk was declared in a complete and exact manner.

**SANCTIONS APPLICABLE IN THE EVENT OF FALSE DECLARATION AT THE TIME OF THE CLAIM**

Any and all fraud, non-disclosure, or intentional false declaration on your part concerning the circumstances or consequences of a claim incurs the loss of all rights to benefits or compensation for said claim.

**FOR ALL REQUESTS FOR REIMBURSEMENT OF HEALTH AND HOSPITALISATION FEES**

CONTACT:

OPRA – BP 90248 – VITROLLES CEDEX - FRANCE  
Tel.: + 33 (0) 4 42.41.67.24 - Fax: +33 (0) 4 42.41.67.25

**FOR ALL REQUESTS FOR REPATRIATION ASSISTANCE**

CONTACT TOKIO MARINE ASSISTANCE: From continental France: 01 .48 .82.62.35. or from abroad: 33. 1 .48 .82.62.35

We will be released of all obligation of reimbursement in the event where the above terms are not respected.

**TERMS OF CLAIM EXAMINATION**

In the event of difficulties, please contact your usual representative. If his/her response does not satisfy you, you may send your claim to:

**TOKIO MARINE EUROPE INSURANCE LTD  
66 rue de la chaussée d'Antin  
75441 PARIS CEDEX 09**

If disagreement persists following the response given by the Insurer, you may request the opinion of a mediator.

The terms and conditions of access to said mediator shall be communicated to you upon simple request, sent to the address provided below.

**ADDRESS OF TOKIO MARINE EUROPE INSURANCE LTD**

TOKIO MARINE EUROPE INSURANCE LTD elects domicile at the registered office of its branch in France:

66 Rue de la chaussée d'Antin  
75441 PARIS cedex 09

Any and all disputes that may arise against TOKIO MARINE EUROPE INSURANCE LTD due to the present policy are exclusively subject to the competent French courts and all notification must be made to the above-indicated address.

**LAW ON INFORMATION STORAGE AND FREEDOM**

In conformity with the Law on Information Storage and Freedom no. 78-17 of 6 January 1978, you have a right to access and correct any and all information in our files that concerns you, by contacting our registered office in France.

## **INSURER AND AUDITING ORGANISATION**

The present contract is insured by:

**TOKIO MARINE EUROPE INSURANCE LIMITED**

**Branch in France 66, rue de la Chaussée d'Antin**

**75441 PARIS CEDEX 09**

**Register of Commerce and Companies of Paris B 382 096 071**

It is specified, pursuant to the Insurance Code (Article L. 112-4), that the auditing authority of the company TOKIO MARINE EUROPE INSURANCE LIMITED is the Financial Services Authority, located at 25 The North Colonnade – Canary Wharf – London E14 5HS – ENGLAND.