

## Information Booklet

### Group Plus – Business Travel

### Business Travel Insurance policy n° 4.904.520

This information booklet is issued under a contract of group insurance taken out by **NOVSPACE** (« Policyholder ») with AIG EUROPE SA Insurance Company.

The purpose of the present insurance is to provide the Insured Person(s) with the cover listed below in case of physical injuries resulting from an accident should the Insured Person be a victim during a flight performed only on board the AIRBUS A310-Zéro G, on behalf of the policyholder.

The policy is governed by this Information Booklet, the General Conditions, the policy schedule and the French Insurance Code.

The area of cover, the terms and conditions of cover implementation and all other relevant provisions are set forth in this document. For further information, please refer to the General Conditions supplied to the Policyholder.

#### 1. Table of benefit

##### Category 3

Type of covers or benefits	Maximum amount	Geographic e
<b>LIMIT PER EVENT</b> Maximum of 61 people per flight Including a maximum of 12 people for Category 1	EUR 20.000.000 (total of covers 1 to 3)	Worldwide
<b>FULL COVERS PER INSURED</b>	EUR 600.000 (total of covers 1 to 3)	Worldwide
<b>1 - ACCIDENTAL DEATH</b> (no age limit)	EUR 300.000	Worldwide
<b>2 - ACCIDENTAL PERMANENT TOTAL DISABLEMENT</b> Reducible capital in the event of partial permanent disability according to the Work Accident Disability scheme After 65 years, application of a relative deductible of 20%	EUR 300.000	Worldwide
<b>4 - RETURNING TO BUSINESS AND DAILY LIFE</b> <i>Accidental Permanent Disablement of at least 30% for the Insured Person</i> Rehabilitation Plan Adapting the Insured Person's home and vehicle	Up to EUR 15,000 Up to EUR 15,000, mini EUR 5,000 max 10% of the insured sum for accidental permanent disablement	France Worldwide
<b>5 - DAILY BENEFIT FOR HOSPITALIZATION OR COMA FOLLOWING AN ACCIDENT</b> (up to 365 days) Benefit in the event of Coma	Up to EUR 75 per day	Worldwide
<b>6 - SUPPORT FOR THE FAMILY IN THE EVENT OF ACCIDENTAL DEATH</b> Psychological support and assistance with administrative formalities Funerals	EUR 2.000 Hotline	Worlwide
<b>7 - DAMAGE OF PERSONAL EFFECTS</b> Personal effects : The clothes that the insured wears during the flight	EUR 1,000	Worlwide

## 2. DEFINITIONS

### **Abroad**

Country other than the Insured Person's country of residence.

### **Absolute and Permanent Disability**

Permanent inability to carry on any physical, salaried activity which causes the Insured Person to seek the assistance of another person to carry out activities of daily life (French Social Security Code).

Insured Persons classified in the French Social Security scheme's disablement category 3 are deemed to be suffering from Absolute and Permanent Disability.

### **Accident/Accidental**

Any physical injury to the Insured Person as a result of a sudden, unexpected and unforeseeable event that is not intended by the Insured Person.

In cases where a sudden and unexpected action was caused by an existing or pre-existing condition, only injuries or death directly related to the accident will be covered under the enclosed contractual arrangements.

### **Assistance Company**

The Assistance company appointed by the Insurer.

### **Beneficiary(ies)**

Should the Insured Person die as a result of an Accident, the Beneficiary(ies) shall be his/her Spouse, in the absence of a spouse, his/her existing or unborn children, in the absence of children, the rightful claimants.

The "Beneficiary" clause may be amended by the Insured Person provided he/she sends the Company an ordinary letter expressly requesting such an amendment. However, the clause shall not be amended if the Beneficiary has accepted.

For all other covers, the Beneficiary shall be the Insured Person himself/herself.

### **Benefit Period**

The period of time during which the Insured Person is covered by this policy. This period is mentioned in the Table of benefit, and falls within the effective date of this policy and, after any renewals, its cancellation or expiration date.

### **Business Trip**

Any business trip undertaken by the Insured Person for the Policyholder's business including in connection with seminars, conferences, internships, training and any other professional event.

Non-business activities are covered when incidental to the Business Trip.

**Periods of expatriation or secondment undertaken by an Insured Person for the Policyholder's business are not considered to be Business Trips.**

### **Civil Commotion**

All unarmed movements and actions undertaken by a large number of people. The following are particularly considered to be Civil Commotion: sway in the crowd, peaceful assemblies and gatherings.

### **Coma**

Condition characterized by the loss of sensory functions (consciousness, mobility, sensitivity) with preservation of vegetative life (breathing, circulation) declared by an authorized medical authority.

### **Consolidation**

Date as of which the medical condition of the Insured Person who was the victim of an Accident is considered to have reached a state of medical stability even though there are permanent after-effects.

### **Consultant**

The consulting company authorized by the Company and specialized in handling kidnaps or Crisis management

### **Deductible**

Flat-rate sum indicated in the policy to be paid by the Insured Person in the event of compensation being paid following a Loss. The Deductible may also be expressed in terms of days or percentage.

### **Dependent Child**

Dependent Children, whose parents are fiscally responsible, are the Insured Person's unmarried children, whether they are legitimate, acknowledged or adopted:

- aged under 18 years,
- aged 18 years and over and under 28 years, while they are members of the social security scheme for students or when, not having a salaried activity for over six months, they are in receipt of secondary or higher education.
- when they are in receipt of benefits for handicapped adults.

The children of the Insured Person's Spouse who meet the foregoing conditions are deemed to be Dependent Children.

- The Insured Person's children for whom alimony is paid (including pursuant to a divorce decree) which is included on the Insured Person's tax return as an expense deductible from the Insured Person's overall income, or children for whom the Insured Person can show that he/she makes regular payments.

The marital status used for the purposes of the policy is:

- in the event of death, the status as it was on the date of death,
- in the event of disablement, the status on the date of the Accident.

However, any child of the Spouse who is born less than 300 days after the death of the Insured Person shall be taken into account.

### **Expatriates/Seconded Personnel**

Policyholder's employees with the status of Expatriate or Seconded Personnel according to the relevant Social Security scheme.

### **Family**

The Insured Person, his/her Spouse, the children, parents, grandparents, brothers and sisters of the Insured Person and/or of his/her Spouse.

### **Gross Annual Salary**

The Insured Person's gross monthly salary at the date of the Accident multiplied by 12 and increased by the variable elements of the remuneration received over the past 12 months (as confirmed in a certificate issued by the employer giving details of the remuneration and variable elements paid over the past 12 months), used as the basis for the employer's annual declaration to the Direct Taxation Authority.

This salary may be revised in the event that it is reduced or cancelled due to illness or partial unemployment or a lay-off.

### **Hospitalization/Hospitalized**

Facility duly constituted and registered as a facility for the care and treatment of sick or injured persons as paying bed patients and:

- has diagnostic and surgical facilities,
- provides 24 hour a day nursing services by registered Nurses,
- is supervised by Physicians and

**is not a nursing home, rest home, convalescence home, place for custodial care, home of aged, institution for mental or behavioral disorders, sanatorium, or a place for the treatment of alcoholics or drug addicts; even if located at the same place.**

**Hostage**

The arbitrary holding of an Insured Person by individuals acting as agents or with the tacit agreement of a government authority or acting in the name of a group, organization or insurgents.

**Illness**

Any sudden and unforeseeable deterioration in health resulting in a change in the general health condition certified by an authorized medical authority, diagnosed for the first time during a Business Trip made during the Benefit Period.

**Indirect Financial Loss**

Loss other than Material Damage and Physical Injury resulting from a Material Damage and/or Physical Injury covered by this policy.

**Individual Accompanying the Insured Person**

The Insured Person's Spouse and Dependent Children and/or the Spouse's Dependent Children traveling with the Insured Person.

**Insured Cards**

Any payment or withdrawal card for an account held by the Insured Person and any professional bank card.

**Insured Person**

All paying passengers for "sensational flights" on board the AIRBUS A310-Zero G

**Insurer/Company**

AIG Europe Limited. A company Registered in England and Wales under company number: 01486260. Registered Office: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom.

Registered branch office in France : Tour CBX - 1 Passerelle des Reflets, 92400 Courbevoie. Postal Address : Tour CBX - 1 Passerelle des Reflets, CS 60234, 92913 Paris La Défense Cedex. R.C.S. Nanterre 752 862 540. Phone : +33 1.49.02.42.22 - Facsimile : +33 1.49.02.44.04.

**Keys**

Keys and locks of the Insured Person's primary and vacation homes and keys and locks of his/her private or professional vehicle(s).

**Loss**

The occurrence of an event provided for in the policy. All claims related to the same event shall be considered to be a single Loss.

With respect to the Third Party Liability cover, any loss or series of losses caused to Third Parties, for which the Insured Person is held liable, that results from a Harmful Event and that gives rise to one or more claims, shall constitute a single loss.

**Material Damage**

Damage, deterioration, loss and/or destruction of a thing or substance, physical harm to animals.

**Papers**

Passport, driving license, the Insured Person's professional vehicle registration card.

**Physical Injury**

Physical harm to a physical person.

**Physician**

A medical practitioner graduated from a school listed in the Directory of Medical Schools of the World Health Organization, who is licensed by the medical authorities of the country in which the treatment is provided, and who is practicing within the scope of his/her licensing and graduation.

**Place of Residence**

The Insured Person's usual place of residence.

**Policyholder**

The legal entity indicated in the Table of benefit, having its registered office in France, that took this policy out from the Company on the Insured Persons' behalf and that pays related premiums.

**Spouse**

The Insured Person's wife or husband from whom he/she has not been physically separated by law, common law spouse or any other person in a Civil Union with the Insured Person and registered at the same address.

**Third Party**

Any natural person or legal entity **other than:**

- the Insured Person,
- members of the his/her family, his/her ascendants and descendants as well as the Individuals Accompanying the Insured Person,
- the Insured Person's agents, whether or not they receive a salary when exercising their functions.

**Valuables**

Jewelry, furs, cameras, sound equipment, video equipment and any other valuable worth **EUR 300** or over.

**3. AREA OF COVER**

Cover is granted to the Insured in the event of bodily injury to which he is the victim during a flight performed only on board the AIRBUS A310-Zéro G, which flies under a pass issued by the DGAC. Cover is also granted when the insured gets on board and gets off.

**4. COVERS PROVIDED UNDER THE POLICY****4.1. ACCIDENTAL DEATH**

The Company pays to the Beneficiary(ies) the amount indicated in the Table of benefit Chapter 1, if the Insured Person dies immediately or within two years from the physical injuries caused by a covered Accident.

**Payment of this sum shall be made upon completion of the investigation by the Company into the Accident establishing the cause of death and the connection between the two.**

**Disappearance**

The Company pays to the Beneficiaries the amount indicated in the Table of benefit, if the Insured Person disappears and after a 365-day period of time it is reasonable to believe that he/she has died from the physical injuries caused by a covered Accident. The Beneficiaries shall have to sign an agreement stating that any benefits received, shall be repaid to the Company if it later transpires that the Insured Person has not died from the physical injuries caused by the Accident

**4.2. ACCIDENTAL PERMANENT DISABLEMENT****Permanent Partial or Total Disablement**

When an Insured Person is the victim of a covered Accident and if it is medically established that he/she will suffer permanent partial or total disablement, the Company shall pay the Insured Person the amount obtained by multiplying the sum specified in the Table of Group Plus – Business Travel – booklet information – 01/2023

benefit chapter 1 by the Insured Person's disablement rate, in compliance with the disablement scale specified in the Table of benefit and, if applicable, minus a Deductible also indicated in the Table of benefit Chapter 1.

The Insured Person may not claim any compensation before the disablement has been definitively recognized, i.e. before Consolidation. However, after the first medical examination by the consulting physician designated by the Company, on the basis of the selected scale, the Company may pay the Insured Person, at his/her request, an advance equal to half the minimum compensation that is likely to be payable on the day of Consolidation.

#### **Non-accumulation of compensation**

**No Accident may give simultaneous right to the payment of sums for Accidental Death and Permanent Partial or Total Disablement. If, however, once compensation has been paid for permanent partial or total disablement resulting from a covered Accident, the Insured Person dies within 2 years from the date of the Accident and also from the physical injuries caused by the same Accident, the Company would pay the Beneficiary the sum for Accidental Death minus the compensation already paid for the Accidental Permanent Disability.**

**If the Insured Person's condition causes him/her to be classified as Permanently and Partially Disabled and then Permanently and Totally Disabled, the amount due for each cover shall be reduced by the sums already paid for the previous conditions.**

#### **Disablement scale**

The disablement rate shall be solely determined according to the indicative disablement scale for Occupational Accident determined in compliance with the French Act of October 30, 1946 according to the French Social Security Code

### **4.3. MAXIMUM AMOUNT INSURED**

**Should a covered Accident occur that is caused by the same event and results in the Accidental death or Accidental permanent disablement of several Insured Persons, the Company shall limit the maximum amount insured as indicated in the Table of benefits chapter 1 under "Limit per Event".**

**When the aggregate amount of the sums paid for death and permanent disablement exceeds the limits specified in the Table of benefit, the Insurer's undertaking shall be limited to this amount and compensation paid to the Insured Persons who are victims of the same Accident shall be reduced and paid in proportion to the number of victims *pro rata* the amount that would be due to them if there were no cover limit.**

### **4.4. ADDITIONAL COVER**

#### **Support for the Family in the event of accidental death**

##### **Psychological support and assistance with administrative formalities**

This service shall be available by contacting the Assistance Company; it includes:

- psychological support:

The expert shall provide the Insured Person's Family, in the utmost confidentiality, with medical and psychological support to cope with bereavement following death. The expert shall identify the concerns, determine the degree of urgency of the needs, provide the Insured Person's Family with active support and draw up a suitable action plan. During the assessment the consultant shall introduce his/her clients with the various methods to manage and deal with these issues, including how to resolve them.

- assistance with administrative formalities:

The expert shall provide advice and counseling in the administrative formalities following the Insured Person's death relating to:

- financial accounts (banks, postal check accounts, savings),
- the employer, the ASSEDIC [*Association pour l'Emploi dans l'Industrie et le Commerce* – French association for employment in industry and trade] or school,
- various funds (French health insurance office and/or French agency for old age insurance, complementary pension funds, French Family allowance office, complementary mutual health benefits – for right transfer),
- insurance (motor vehicle insurance, tenancy, Third Party Liability, etc.),
- succession (solicitor),
- lending organizations,
- services or subscriptions taken out (electricity, gas, water, telephone, television),
- taxes (including car registration papers).

**Contact the Assistance Company by telephoning on + 33 (0) 149 024 670. Make sure you have the policy number with you when you call.**

### **4.5. RETURNING TO BUSINESS AND DAILY LIFE**

When an Insured Person has been the victim of a covered Accident, and the Permanent Disablement rate determined by the consulting physician designated by the Company is estimated to be at least 25%, the Company proposes a plan for returning to business and daily life and will assist with the adaptation of the Insured Person's home and vehicle.

#### **Employee Rehabilitation Plan**

The Company will appoint a specialized company which, with the Insured Person's consent, shall carry out a psychological and social assessment of the Insured Person's situation. Based on this first assessment, the rehabilitation company will advise psychological assistance which will allow for an ergotherapeutic assessment and a rehabilitation project to be prepared.

The Company shall cover solely the consulting fees of the rehabilitation company and any training costs to be paid by the Insured Person in connection with the professional project, up to **EUR 20,000**.

#### **Adapting the Insured Person's home and vehicle**

If the Insured Person incurs expenses to adapt his/her primary home and/or vehicle, the Company will pay up to 10 % of the amount for Permanent Disablement, with a minimum of **EUR 5,000** and a maximum of **EUR 20,000** upon provision of the bills.

If the Insured Person's primary home cannot be adapted, and if the Insured Person has to move house because of the Accident, the Company undertakes to reimburse the costs of moving to the new home which the Insured Person has chosen to live in after the Accident, within the above-mentioned limits.

### **4.6. DAILY BENEFIT FOR COMA**

When an Insured Person is the victim of a covered Accident the Company shall pay the Insured Person EUR 75 per day in the event of coma for up to 365 days.

## 5. EXCLUSIONS FROM THE POLICY

### 5.11 TERRITORIAL EXCLUSIONS:

- The coverages of this contract do not apply in the event of a covered event occurring in the following countries: IRAN, CUBA, SYRIA, NORTH KOREA, CRIMEE region, Donetsk People's Republic and Luhansk People's Republic.
- Are excluded from the kidnapping and political evacuation Coverage events occurring in the following countries: COLOMBIA, MEXICO, IRAQ, NIGERIA, PHILIPPINES.
- RUSSIA, BELARUS, UKRAINE, ISRAEL, GAZA Strip, WEST BANK, GOLAN Heights, LEBANON: travel to and within these regions is covered only with the express agreement of the insurer, and subject to payment of an additional premium where applicable.

### 5.12 EXCLUSIONS COMMON TO ALL COVERAGES

Any Insured who appears on any official, government or police database of persons who are known or presumed to be terrorists, any Insured who is a member of a terrorist organisation, a drug trafficker, or involved as a supplier in the illegal trade of nuclear, chemical or biological weapons, is always excluded from the benefit of the contractual guarantees.

In accordance with Article 6 of the Civil Code, it is recalled that none of the cover provided under this contract may apply if it relates to a risk whose insurability is contrary to public policy, or if the insurer is prohibited from providing an insurance contract or service by reason of a sanction, restriction, prohibition or embargo prescribed by the laws or regulations of any State or by any decision of the United Nations or the European Union or the United States of America.

Are always excluded from all contractual guarantees:

- Illnesses unless they are the consequence of an Accident included in the guarantee.
- Accidents caused or caused intentionally by the Insured or the Beneficiary of the contract.
- Accidents caused by the use of narcotics or similar substances, medications, treatments not prescribed by an authorized medical authority.
- Accidents caused by the Insured's alcoholic state characterized by the presence in the blood of a level of pure alcohol equal to or greater than that set by law.
- The consequences of an epileptic attack or delirium tremens, subarachnoid hemorrhage.
- The consequences of suicide or attempted suicide by the Insured.
- The consequences of practicing a Sport professionally both during official or unofficial competitions and during training sessions.
- The consequences of voluntary non-compliance by the Insured with the legislation in force governing the practice of the activities referred to in Chapter 2 - Scope of guarantees.
- Flights undertaken when the pilot does not hold the valid patents, licenses, qualifications, authorizations necessary for the flight carried out. However, this exclusion is not enforceable against the passenger.
- Accidents resulting from the active participation of the insured person in a brawl, an offense or a criminal act, or resulting from thefts carried out following betting.
- The consequences of infectious risk situations in an epidemic context, explosion with infectious biological agents, exposure to chemical agents such as combat gases, exposure to incapacitating agents, exposure to nerve agents or agents with persistent neurotoxic effects, which are subject to quarantine or preventive measures or specific monitoring by the international health and/or local health authorities of the country in which the Insured is staying and/ or nationality of his country of domicile.
- Conditions of health and/or pre-existing illnesses and/or injuries diagnosed and/or treated which have been the subject of continuous hospitalization, day hospitalization or outpatient hospitalization in the 6 months preceding any request, whether it is the manifestation or the aggravation of the said state.

## 6. CLAIMS PROCESS

### 6.1. CLAIMS NOTIFICATION

The Insured Person or his/her legal representative must, subject to forfeiture of cover, notify any Loss that is likely to call in the policy covers to the Insurer at the following address as soon as they become aware of it and within 15 working days of the Loss.

AIG EUROPE SA  
TOUR CBX  
DEPARTEMENT INDEMNISATIONS – ASSURANCES DE PERSONNES  
CS 60234  
92913 PARIS LA DEFENSE CEDEX  
FRANCE

Should the Insured Person or his/her legal representative fail to notify the Loss within deadline and provided the Company can show that this delay caused them prejudice, the Insured Person shall lose, for the Loss in question, the covers provided under the policy, except where the said delay was due to a fortuitous event or a force majeure event.

### 6.2. DOCUMENTS REQUIRED FOR SETTLING CLAIMS

The Insurer must imperatively be provided with the following information to process any claim:

Under all circumstances:

- policy number,
- a written statement specifying the circumstances of the accident, the name(s) of witness(es), the name of the authority to whom a report was made if a report is enclosed, and the transmission number,
- the initial medical certificate describing the type of injuries, including an accurate diagnosis and giving the date of the Accident or the event that caused the accident,
- for traffic accidents, it should be specified whether the Insured Person was the driver or a passenger.
- the Beneficiary(ies)'s bank details.

Furthermore, the Insurer shall require the following documents depending on the claimed cover:

#### Accidental Death

Where an Insured Person is the victim of an Accident that could call in the cover provided by this policy, the legal representative of the Insured Person or Beneficiary should send the Company a written statement stating or containing:

- proof that the Insured Person has Dependent Children (birth certificate and copy of the tax declaration certifying that the children are dependent) when the insured capital is increased by virtue of the Insured Person's family status,

- the medical certificate specifying whether the Insured Person died of natural or accidental causes,
- the certificate in which the Beneficiary(ies) are designated,
- the legal documents specifying the status of the Beneficiary(ies) (document showing the order of devolution of property) and the contact details of the solicitor handling the succession.

Should the Insured Person disappear, creating the right to be paid the sum for Accidental death, a statement from the relevant authorities or proof of the event which indicates that the Insured Person has disappeared and is therefore probably dead shall also be provided.

**Accidental permanent disablement**

- proof that the Insured Person has Dependent Children (certificate of civil status and copy of the tax declaration certifying that the children are dependent) when the insured capital is increased by virtue of the Insured Person's family status.
- a medical certificate confirming that the condition has Consolidated making it possible for the Company to instruct a medical expert assessment which shall determine the Permanent Disablement rate.

**Returning to business and daily life**

- Bills of expenses paid to convert the Insured Person's home and vehicle or incurred by the Insured Person when he/she moved house.
- Bills issued by training bodies that were paid by the Insured Person.

**Daily Benefit for coma following an Accident**

- Coma: medical certificate confirming the medical condition of the patient and the period of Coma.

**6.3. CLAIM SETTLEMENT**

**Assessing the loss**

**The Insured Person or his/her Legal Representative undertakes to provide the Insurer with all the documents required to determine whether the notified Loss is covered under the claimed cover. If the Insured Person or his/her legal representative refuses without a valid reason to provide such documents or to undergo a medical examination by a consulting physician designated by the Insurer and if, after notice sent 48 hours beforehand by registered letter, he/she still refuses, the Insured Person or Beneficiary(ies) shall not be entitled to any compensation whatsoever.**

**If additional medical documents or any other supporting documents prove necessary, the Insured Person or his/her Legal Representative shall be personally informed thereof by letter.**

**Deterioration independent of Accident or illness**

If the consequences of an Accident are worsened by the constitutional state, the existence of earlier disability, empirical treatment or by the Insured Person refusing or neglecting to undergo the medical treatment required by his/her condition, any compensation shall be calculated not on the actual consequences of the condition but on those that would have occurred in a healthy subject who undergoes suitable, rational medical treatment.

**Assessment**

Should the parties disagree, each one shall appoint an assessor. If the assessors thus appointed disagree, a third assessor shall be appointed by the Presiding Judge of the court having jurisdiction at the Insured Person's Place of Residence. The third assessor shall be appointed upon request of the most diligent party at the earliest 15 days after one Party sends the other official notice of its intentions by registered letter with acknowledgment of receipt.

Each Party shall pay for its assessor's costs and fees and, if necessary, half the fees of the third assessor and costs of his/her appointment.

No action may be taken against the Insurer until the third assessor has settled the dispute.

**Settlement deadline**

The compensation shall be payable interest-free within 15 days of when it is determined. The payment of the compensation shall be definitive and release the Insurer from any subsequent action relative to the Loss or its consequences.

**7 MISCELLANEOUS PROVISIONS**

**7.1. SANCTIONS FOR MISREPRESENTATION**

**In compliance with the provisions of the French Insurance Code, any deliberate concealment of information or misrepresentation by the Policyholder or the Insured Person relating to information on the risk shall be sanctioned by the policy being declared null and void.**

**If the Policyholder or Insured Person fails to provide information or gives inaccurate information in good faith, where the inaccuracy is detected before any Loss has occurred, the Company shall be entitled to either cancel the policy or maintain it with a higher premium. If this type of omission or misrepresentation is only detected after a Loss has occurred, the compensation payable shall be reduced.**

**7.2. IN THE EVENT OF DEPARTURE OF AN INSURED PERSON**

The covers provided under the policy shall terminate automatically without further notice on the day on which the Insured Person ceases to be a member of the Policyholder's staff.

**The Insurer shall not cover any Loss after the date on which an employee having the status of Insured Person leaves.**

Moreover, where applicable the Policyholder undertakes to recover from employees who have resigned, been dismissed, etc. any Business Trip Insurance assistance card provided to them.

**7.3. PERIOD OF LIMITATION**

**In accordance with the provisions of Articles L114-1 et seq of the Insurance Code, all actions arising from a contract of insurance are time-barred 2 years after the date of the event giving rise to the action.**

**However, this period will only start to run:**

**1 In the case of concealment, omission, false or inaccurate provision of information in respect of the risk to be covered: from the date the Insurer becomes aware of the event;**

**2 In the case of an event giving rise to a claim: only from the day on which the interested parties become aware of it, if they prove that they have ignored it until then.**

**When the action of the Insured against the Insurer results from a claim by a third party, the statutory limitation period shall only start to run from the day upon which that party has taken legal action through the courts against the Insured or has been compensated by the latter.**

**The statutory limitation period is extended to ten years in contracts of insurance against accidents to the persons where the Beneficiaries are the legal heirs of the deceased Insured.**

**The statutory limitation period is interrupted by one of ordinary causes of limitation period interruption, namely by:**

- any court summons, including interim proceedings, any court order to pay or seizure, served on the person seeking to invoke the statutory limitation periods in an attempt to prevent him from so doing;
- any unequivocal recognition by the Insurer of the Insured's right to receive insurance benefits, or any recognition of debt by the Insured in favour of the Insurer;
- as well as in the other following cases provided for under article L114-2 of the Insurance Code:
  - any designation of an expert following an event giving rise to a claim;
  - the sending of a registered letter with acknowledgment of receipt by:
    - the Insurer to the Insured for non-payment of premium;
    - the Insured to the Insurer for payment of the insurance benefit.

As an exception to article 2254 of the Civil Code, the parties to an insurance contract may not, even by mutual agreement, either change the duration of the statutory limitation periods, nor add to the grounds for suspension or interruption of the same.

#### **7.4. SUBROGATION**

In compliance with the provisions of Article L.121-12 of the French Insurance Code, AIG is subrogated, up to the compensation it pays, to the rights and actions of the Insured Person regarding Third Parties.

Under the terms of the French Insurance Code, the Assistance Company is subrogated to the rights and actions of the Policyholder and the Insured Person against any person liable for the Loss up to the limit of the expenses it has incurred.

Similarly, when all or part of the services provided to perform the policy covers are entirely or partially covered by an insurance policy, a health insurance organization, the French Social Security or any other organization, the Assistance Company is subrogated to the rights and actions of the Insured Person in terms of the above mentioned organizations and policies.

#### **7.5. COMPLAINT**

In the event of dissatisfaction relating to the conclusion or performance of the contract, the Policyholder, the Insured or the Beneficiary may contact the French branch of the Insurer by contacting his usual contact or "customer service". to the following address:

AIG Customer Service  
 CBX Tower  
 CS 60234, 92913 Paris La Defense Cedex

The request must indicate the number of the contract and specify its subject.

The French branch of the Insurer will acknowledge receipt within 5 (five) working days and to provide a response no later than 30 (thirty) days following the date of receipt of the claim (except in special circumstances for which the claimant will then be kept informed).

When the claimant is a natural person acting for non-professional purposes and the disagreement persists after the response provided by the French branch of the Insurer, the claimant can contact the French Insurance Mediator by mail at the following address: Insurance Mediation, TSA 50110, 75441 Paris Cedex 09, by email to the address " le.mediateur@mediation-assurance.org " or by filling out the online form available on the site [www.mediation-assurance.org](http://www.mediation-assurance.org)

AIG Europe SA being a Luxembourg insurance company, the natural person concerned may alternatively, if the disagreement persists after the response provided by the French branch of the Insurer or in the absence of a response after 90 days:

- Raise the complaint to the level of the Insurer's head office by writing to [aigeurope.luxcomplaints@aig.com](mailto:aigeurope.luxcomplaints@aig.com)
- Contact one of the Luxembourg mediation bodies whose contact details appear on the website of the Insurer's head office at the following address <http://aig.lu> ; or
- Submit an extra-judicial appeal to the Luxembourg Insurance Commission (CAA), either by post to the CAA address, 7 boulevard Joseph II, L-1840 Luxembourg, or by fax to the CAA at +352 22 69 10, either by email by writing to [reclamation@caa.lu](mailto:reclamation@caa.lu) or online on the CAA website <http://www.caa.lu>

None of the amicable remedies referred to above may prejudice the claimant's right to institute legal proceedings.

The Insurer's policy on customer satisfaction is available on its website at the following address: <http://www.aig.com>

#### **7.6. CONTROL AUTHORITY**

AIG Europe SA is approved by the Luxembourg Ministry of Finance and controlled by the Commissariat aux Assurances 11, rue Robert Stumper, L-2557 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu) , <http://www.caa.lu> /. The annual report on the solvency and financial situation of AIG Europe SA is available on the site <http://www.aig.lu> /. The marketing of insurance contracts in France by the French branch of AIG Europe SA is subject to applicable French regulations, under the control of the Prudential Control and Resolution Authority, 4 place de Budapest, CS 92459, 75436 Paris Cedex 09. <https://acpr.banque-france.fr/> .

#### **7.7. GOVERNING LAW AND JURISDICTION**

This policy is governed by French law. The contracting parties hereby agree to submit any disputes to the French courts and waive their right to take proceedings in any other country.

#### **7.8. DECLARATION OF OTHER INSURANCE POLICIES**

If the Policyholder takes out one or more other insurance policies for the same risks during the same insurance period, the Policyholder must give the Company notice thereof. Failure to do so shall make him/her subject to the sanctions provided for in the French Insurance Code, namely declaration of the policy as null and void or a reduction in compensation.

#### **7.9. PERSONAL DATA PROTECTION**

As data controller under European Regulation 2016/679 on the Protection of Personal Data, the Insurer undertakes to protect the personal data of its customers, policyholders and partners in accordance with said regulation. The personal data collected by the Insurer is collected for the purpose of enabling (automatically or not) the underwriting as well as the management of insurance contracts and claims. The Insurer may also use personal data collected in the context of crime prevention (in particular in the fight against fraud and money laundering). The Insurer may communicate personal data to its group companies, service providers and other third parties for the same purposes. Personal data may be transferred abroad, including to countries which are not part of the European Economic Area. These transfers are framed by appropriate guarantees, in particular contractual, in accordance with the applicable European regulations. Data subjects have certain rights relating to their personal data and in particular the rights of access, rectification, limitation of use, opposition, erasure or portability. In addition, in the context of assistance services, in order to control the quality of the services rendered and to provide said services, telephone conversations between the Insured and the services of the Assistance Provider, acting on behalf of the Insurer, may be recorded. The personal data that will be collected during this call are essential for the implementation of assistance services. Additional information on the use of personal data by the Insurer and on the rights of the persons concerned is

available at <http://www.aigassurance.fr/protection-des-donnees-personnelles>. Any person concerned can exercise their rights by writing to : AIG Service Conformité, Tour CBX- 1 Passerelle des Reflets, CS 60234, 92913 Paris la Défense Cedex or by e-mail to [donneespersonnelles.fr@aig.com](mailto:donneespersonnelles.fr@aig.com) . A copy of the Insurer's personal data protection policy can be obtained by writing as indicated above

#### **7.10. INTERNATIONAL SANCTIONS**

IN ACCORDANCE WITH ARTICLE 6 OF THE CIVIL CODE, IT IS RECALLED THAT NONE OF THE GUARANTEES OF THIS CONTRACT CAN APPLY WHEN IT RELATES TO A RISK THE INSURABILITY OF WHICH WOULD BE CONTRARY TO PUBLIC ORDER, OR WHEN " A BAN ON PROVIDING AN INSURANCE CONTRACT OR SERVICE IS IMPOSED ON THE INSURER BY REASON OF A SANCTION, RESTRICTION, PROHIBITION OR EMBARGO MEASURE PRESCRIBED BY THE LAWS OR REGULATIONS OF ANY STATE OR BY ANY DECISION OF THE UNITED NATIONS OR THE EUROPEAN UNION OR THE GRAND DUCHY OF LUXEMBOURG OR THE UNITED STATES OF AMERICA

### **IMPORTANT INFORMATION**

**This English translation is not contractual and is provided for information purposes only. In the event of a dispute, the original French language policy wording shall be solely applicable and prevail over this translation. Accordingly, this translation should not be relied upon and any disputes arising in connection with the insurance cover granted will be resolved purely by reference to the original French language wording and the meaning of the terms used therein.**