



SCHENGEN-TRAVELER-INSURANCE TOKIO MARINE EUROPE AGREEMENT No.35802139

TERMS OF BINDING NOTICE OF INFORMATION UNDER ARTICLE L141-4 of the Insurance Code

Your contract of guarantee is governed by the Insurance Code.

Your contract consists of the terms and conditions, complemented by your certificate.

Its guarantees apply to all travels, private or official, carried out during the validity of your temporary visa (renewable with a maximum of twelve months).

The guarantee is valid during the duration of contract mentioned in the insurance certificate.

Read your terms and conditions carefully. It defines you our respective rights and obligations and answers the questions that you ask.

DEFINITIONS

> DEFINITION OF THE STAKEHOLDERS OF THE CONTRACT

POLICY HOLDER: the person designated on the Insurance Certificate, regardless of age, provided its tax and legal residence remains outside the Schengen area.

INSURER: TOKIO MARINE EUROPE INSURANCE LTD, i.e., the insurer from whom you have purchased your insurance contract.

SUBSCRIBER: the signatory of these particular conditions which thereby undertakes to pay the insurance premium.

YOU: the insured person.

> DEFINITION OF TERMS OF ASSIATANCE

ACCIDENT: any sudden event, unexpected and surrounding the victim or the damaged goods, constituting the cause of the damage.

SCHENGEN AREA: area of free movement of persons in the following countries: Germany, Austria, Belgium, Denmark, Spain, Estonia, Finland, France (metropolitan France), Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Netherlands, Poland, Slovenia, Slovakia, Sweden, Switzerland, Czech Republic.

SEARCH EXPENSES: fresh operations carried out by the rescuers or relief agencies other than your fellow travelers, especially for the reason of looking for you in a place devoid of all means of organized rescue or similar things.

EMERGENCY COSTS: transportation cost after the accident (when you are located) from the point where the accident occurred to the nearest hospital.

FUNERAL COSTS: costs of first conservation, handling, casketing, specific transport arrangement, mandatory embalming by legislation, packaging and the simplest model coffin, necessary for transporting in accordance with local law, excluding the costs of burial, embalming and ceremony.

MEDICAL EXPENSES: pharmaceutical, surgical, consultation and hospitalization expenses medically necessary for diagnosis and pathological treatment.

FRANCHISE: part of damage left at your expenses in the settlement of claim. The deductible amount related to each guarantee is specified in Table of guarantee amount and franchises.

HOSPITALISATION: emergency intervention of more than 24 consecutive hours in an unscheduled public or private hospital and cannot be postponed.

DISEASE: any modification of your health certified by a competent medical authority.



COUNTRY OF ORIGIN: Countries stated at the time of signing of contract and for which you have paid the corresponding premium.

PRESCRIPTION: period beyond which no claim will be accepted.

DISASTER: all the harmful consequences of an event leading to application of one of the guarantees subscribed. It constitutes a single disaster, all damages arising out from the same original cause.

SUBROGATION: action whereby we substitute in your rights and remedies against anyone responsible for your damages in order to obtain reimbursement of the amount that we have paid you after a disaster.

THIRD PARTY: any person or entity, except for:

- the insured person and the members of his/her family,
- persons accompanying him/her,
- his/her agents, employees or non, in the exercise of their functions.

TERRITORIALITY OF YOUR CONTRAT

Your contract guarantees apply in all the countries in Schengen area as well as in the OD (Overseas Department) and OC (Overseas communities) of the French territory, the principalities of Andorra, Monaco, San Marino, Vatican City as well as in Ireland and United Kingdom, for stay not exceeding twelve months.

CONTRACT GUARANTEES

1. FRESH GUARANTEE OF MEDICAL AND HOSPITALISATION

Reimbursements of medical expenses which are resulting from an accident or illness occurring in urgent and unpredictable way in French territory as well as in Schengen area and not having anything prior to the signing of the contract are taken care of.

Reimbursements of medical expenses, hospitalization and surgery are made within the limit of a ceiling of 35,000 Euros minus a franchise of 80 Euros.

Medical expenses resulting from a disease or hospitalization will be supported provided they are entered after a waiting period of 8 days after the effective date of the guarantee.

Dental care treatment (only cavities) with a ceiling of 100 Euros.

In case of accident, there is no waiting period, there is no franchise.

2. REPATRIATION ASSISTANCE

2.1 PURPOSE OF BENEFITS

Organization and management of your repatriation

If during your stay in Schengen area, you are affected by any disease or victim of an accident guaranteed by the contract, you are compelled to stop the stay, we take care of the cost of repatriation, to the extent of actual costs in case of medical repatriation resulting from a risk guaranteed to help you reach your home. Any request for assistance must be agreed in advance by our company or our medical service.

If this condition is not met, we would be released from any repayment obligation.

Extension of stay at the hotel

If your state of health does not justify any hospitalization or medical transport, and you can't undertake your return on the date, originally scheduled, we will pay for your extra stays at the hotel up to the extent of amount indicated in the table of guarantee amount.

As soon as your state of health permits it, we organize and take care of your additional transport cost,



if the scheduled transport tickets can not be used because of this event.

These costs are considered as follows:

- for citizens of the European Union for return to your home
- for citizens of other countries, to the nearest national airport from your home

Repatriation of body

In case of a death resulting from a guaranteed risk during your stay in the Schengen area, we take care of the organization and the cost of transporting the body of the insured up to your country of origin with a ceiling of 3,500 Euros. Coffin expenses are limited to 762 Euros.

We organize and pay for the round trip fare (1st class in train or economic class in aircraft) of a member of the family to accompany repatriation of the body in the country where the insured resided.

Shipment of drugs in Europe

We take all measures for searching and shipment of essential medicines in pursuit of the current medical treatment prescribed by a doctor, in the event of no longer availability of these medicines, following an unpredictable event, it is impossible for you to procure them on the spot or their equivalent. The cost of these medicines, in all cases, will be borne by you.

Transmission of messages

We undertake to transmit the messages intended for you when you cannot be contacted directly, for example, in case of hospitalization. Similarly, we can communicate by calling a member of your family, a message that you have left for his attention.

Search and rescue costs

We pay up to the amount shown in the table of sums insured, the costs of search and rescue at sea or in the mountains following an event putting your life at risk. Only the costs charged by a company duly authorized for these activities may be reimbursed.

Legal assistance in the country of stay

In case of an accident during your stay in Schengen area, we guarantee reimbursement of legal fees up to a limit of 762 Euros to make your appeal before the courts of the country of stay.

2.2 WHAT YOU NEED TO DO IN CASE OF DISASTER

2.2.1 .IMPLEMENTATION OF GUARANTEES

For a request of assistance you are required to contact or contact by a third party, as soon as your conditions suggests your an early return, under penalty of inadmissibility, TOKIO MARIN ASSISTANCE.

• either by telephone : from France 01 48 82 62 35 from abroad (33) 1 48 82 62 35 from France 01 45 16 63 92 from abroad (33) 1 45 16 63 92 • or by fax: You will immediately be given a case number and you must indicate:

Your contact number,

- Your address and telephone number where we can reach you as well as contact details of the persons who will take care of you,
- -Allow physicians access to all medical information concerning you, or the person who needs our intervention.

2.2.2. FOR THE MANAGEMENT OF TRANSPORT

When we organize and pay for transport under our guarantees, it is carried out by 1st class train and/or by tourist class plane or even taxi, depending on the decision of our service assistance.



In this case, we become the owners of the original bills and you promise to give us back or reimburse us the amount which you could obtain from the issuing office of these transport tickets.

2.2.3. FRAMEWORK OF OUR INTERVENTION ASSISTANCE

We work in the framework of national and international laws and regulations and our services are subject to necessary approval from the competent authorities. Moreover, we cannot be held responsible for delays or failures in executing the agreed services following the result of natural and unavoidable catastrophe or events like strikes, riots, popular movements, restrictions on free movement, sabotage, terrorism, civil war or foreign invasion, consequences of the effect of a radioactive source or any other fortuitous event.

EXCLUSIONS OF GUARANTEES OF MEDICAL AND HOSPITALISATION EXPENSES AND REPATRIATION ASSISTANCE

Are not guaranteed:

Diseases prior to the subscription as well as their consequences: infirmities and hereditary diseases; chronic diseases; tropical diseases; all prostheses including hearing aids and dental care (except cavities); stomatology; speech-language pathology; contact lenses; massages and physiotherapy; acupuncture; consecutive treatment to the infertility; treatments and beauty care; orthotic care; psychological, psychotherapeutic and neurological care including consultations; nervous break-down; suicide attempts; seropositivity for HIV and its consequences; AIDS and its consequences; therapies; stays in rest houses or convalescence; rehabilitation; health check-ups; check-up; vaccinations costs.

Consequences of accidents caused by negligence, intentional or reckless of the insured; the consequence of participation in brawls; consequence of the use of medicines; drugs or narcotic drugs, medically not prescribed; consequences of alcoholism or drunkenness, medical expenses not performed by a physician or a qualified practitioner.

Consequences of accidents by cyclones, earthquakes, volcanic eruptions or other natural calamities; accidents caused by disintegration of atomic nucleus and the losses due to the radiation effects of caused by artificial acceleration of particles; accidents caused by the acts of terrorism or sabotage, foreign invasion, civil war, riots or popular movements, under the conditions laid down in Article L121.8 of the Insurance Code.

Accidents due to the practice of the following sports: mountaineering and climbing; bobsleigh; skelton; scuba diving; skydiving; all air sports or necessary for the use of a gear motor, as well as all participation in professional sporting competitions.

Expenses related to contraception, abortion, pregnancy and all complications related to it, miscarriage and childbirth and following (including consultations, analysis and ultrasound) are not reimbursed.

In any case, we cannot substitute us for the agencies of local emergency.

4 .GUARANTEE RESPONSABILITY OF CIVIL LIFE (if the option is mentioned in your <u>certificate</u>)

4.1. PURPOSE OF THE GUARANTEE

When your travel is not exceeding one year, we guarantee financial consequences of the civil liability which you may incur, in application of the legislation or the jurisprudence of the country in which you are, because of the damages:



- body,
- tangible,
- intangible directly resulting from injuries or material loss guaranteed resulting from an accident occurring in your private life and caused to a third party by:
 - your act,
 - deeds of people in which you reply,
 - deeds of things or animals you care.

4.2. SUBSIDIARY OF THE GUARATEE

The guarantee you purchased for the trips that you make outside of your country of origin and only in countries where you do not have any insurance of your civil liability subscribed for that matter.

4.3. GUARANTEE AMOUNT

Guarantees are accorded within the limits of the ceilings listed in the table of guarantee amounts and franchise, given that:

- The limit per event listed in the table of guarantee amounts and franchise, constitute the maximum amount guaranteed for the same event, all overwhelming damages: physical, tangible and intangible directly consequential,
- A franchise per claim, of which the amount is mentioned in the table of guarantee amounts and franchise, in all cases, will be your responsibility.

4.4. EXCLUSIONS OF GUARANTEE

Are excluded:

- Consequences of intentional misconduct of the Insured.
- Damages caused by civil or foreign war, declared or not, riots and popular movements, acts of terrorism, bombings or sabotages.
- Damages caused by volcanic eruptions, earthquakes, storms, hurricanes, cyclones, floods, tidal waves and other natural calamities.
- Damages rendered unavoidable by the voluntary act of the insured and who lose insurance character of unpredictable contract guaranteeing uncertain events (Article 1964 of Civil Code).
- Fine and any other penalty imposed on the insured personally.
- Damages or worsening of damages caused:
 - by weapons or devices designed to explode by modification of structure of nucleus of an atom,
 - by any fuel, nuclear or radioactive waste,
 - by any source of ionizing radiation (in particular any radio-isotope).
- Consequences of contractual undertakings accepted by the insured which have the effect of increasing the liability that would have been devolved upon him in absence of such commitments.
- Kind of damages referred to in Article L.211-1 of the Insurance Code and compulsory



automobile insurance and caused by land motor vehicles, their trailers or semi-trailers of which the insured has the ownership, custody or use (including owing to or the loss of accessories and products for the use of the vehicle, and the objects and substances it carries).

- Tangible damages and consequential intangible damages, caused by a fire, an explosion or water damages having taken place in the buildings whose owner, tenant or occupant is the insured.
- Thefts committed in the buildings are listed in previous exclusion.
- Property damages (other than those mentioned in the two previous exclusions) and intangible damages consequential, caused to the goods for whose custody, use or store the insured is responsible.
- Consequences of aviation, maritime, river or lake by means of devices in which the Inured has the ownership, custody or use.
- Damages caused by ammunition whose detention is prohibited and which the Insured is the possessor holder without official authorization.
- Damages resulting from the practice of hunting, all mechanical sports (automobile, motorcycle and more generally any land motor vehicle), all air sports;
- Damages caused by dogs of first class category (attack dogs) and second class category (guard and security dogs), defined in Article 211-1 of the Rural Code, and by the species of wild animals tamed or held in captivity, mentioned in the Article 212-1 of the Rural Code, stray or not, of which the Insured is the owner or keeper (Law No.99-5 of 6 January 1999 relating to dangerous and stray animals and the protection of animals).
- The consequences:
 - from the Organization of sporting competitions;
 - from the practice of sports as a holder of the license of a sports federation;
 - from the practice of sports in air or in water.
- Damages caused to the members of your family, your employees, salaried or non, in the exercise of their duties or any other person having insured status under the present contract;
- Damages caused to the animals or objects that belong to you or that you are leased, lent or entrusted;
- -Damages caused in course of your professional activity or during your participation in an activity organized by an association law 1901, an institution or a community;

4.5 .GUARANTEE PERIOD

The guarantee of this contract is triggered by the harmful act and covers the Insured against financial consequences of loss since the harmful act occurs between the effective initial guarantee and its date of termination or expiration, regardless of the date of other integral elements of the claim (Article L.124-5 of the Insurance Code).



4.6. WHAT YOU NEED TO DO IN CASE OF DISASTER

You must neither accept any legal responsibility nor any transaction without our consent. However, the admission of a material fact or execution of a simply duty of assistance does not constitute admission of liability.

You must report us the claim, in writing, within five working days from the date when you have had knowledge, except in cases of fortuitous event or natural and unavoidable calamities.

After this time, if we incur a loss by reason of late reporting, you lose any right to compensation.

In case of proceedings against you, you give us the authority to conduct the trial and exercise any remedy before the civil courts or to associate ourselves with your defense and exercise legal remedies on civil interest before the criminal courts.

You must send us receipts, any summons, subpoena, extrajudicial act and pleading that you would ne sent or served.

In case of delay in transmission of these papers, we can claim you compensation proportionate to the damage suffered by us (Article L 113-11 of the Insurance Code).

If you fail in your obligations after the disaster, we compensate third party injured or their successors, but we can take action against you to recover the amount paid.

5 .GUARANTEES FOR VISA REFUSAL AND REFUND OF PREMIUM DUE TO VISA **REFUSAL** (if the option is mentioned in your certificate)

5.1 VISA REFUSAL

Following a refusal of visa on the part of the authorities before whom the application was made, the expenses are paid for this visa application within the limit of 50 Euros.

For the payment you must send us all the documents justifying the request for visa and expenses incurred as well as the notification of refusal.

5.2 REFUND OF PREMIUM FOLLOWING VISA REFUSAL

Following a duly justified refusal of visa, we will refund the insurance premium you paid to obtain this visa.

ADMINISTRATIVE PROVISIONS

EFFECTIVE DATE AND DURATION OF CONTRACT

The contract takes effect on the date and duration indicated in the insurance certificate, subject to payment of dues. At the end of the contract, it will be renewed only at the request of the insured and the insurance agreement of the company. The contract is concluded for a fixed term without tacit renewal and cannot be cancelled and reimbursed during the period.

CONDITIONS FOR MODIFICATION OR CANCELLATION OF CONTRACT

Any change in dates of stay will not be accepted if that is requested 24 business hours prior to the effective date of the contract. Change in dates is allowed only once in six months following the



effective date of original contract.

In case of cancellation, the contract premium, net of the premium cancellation, will be refunded on proof of non- acquisition of visa and if the guarantee of visa Refusal has been subscribed.

Any modification or cancellation of contract may be done exclusively through the Cabinet OPRA at the request of the insured person and on presentation or receipt of proof of denial of visa by the Embassy.

TIME LIMITS AND PROCEDURES OF DECLARATION

Either in writing or verbally against receipt at the company's headquarters or at the representative of the company indicated in the terms and conditions from the moment you have become aware of the loss.

You must report the claim within 5 working days. If this condition was not met, we may be relieved of any obligations to reimbursement.

If the damages cannot be determined by mutual agreement, they are evaluated by means of an amicable and obligatory expertise, subject to our respective rights. Each of us selects his own expert. If these experts are not in agreement amongst themselves, they rely on a third and all those three work together and with majority votes.

Failure by any of us to appoint an expert or if two experts agree on the choice of the third, the appointment is made by the President of the Tribunal de Grande Instance at the place of residence of the policy holder. This appointment is made on a petition signed by at least one of us that not having been signed, is summoned to the expertise by registered letter.

Each shall bear the costs and fees of his expert and where necessary, half of those of the third.

PRESCRIPTION

All actions in respect of this contract, whether coming from you or us, can be exercised during a period of two years from the date of the event giving rise thereto (Articles L114-4 and L114-2 of the Insurance Code).

The prescription may be interrupted by appointment of expert, by sending a registered letter with acknowledgement of receipt that we send you relating to the payment of dues and that you ask us regarding settlement of a claim, by intervention of a court even summary proceedings or by any other common cause.

SUBSTITUTION IN YOUR RIGHTS AND ACTIONS

In consideration of payment of compensation and up to the amount thereof, we become beneficiaries of the rights and actions that you have against all responsible for the loss, in accordance with the Article L 121-12 of the Insurance Code.

If we can no longer perform this action, for your part, we can be relieved of all or some of our obligations to you.



Any concealment or misrepresentation, any omission or inaccuracy in the statement of risk is penalized as provided in the Articles L 113-8 and L 113-9 of the Insurance Code:

- -in case of bad faith on your part: abrogation of the contract;
- -if your bad faith is not established: a reduction of compensation as a percentage of the premium paid in relation to the premium that would have been due if the risk had been fully and exactly declared.

PENALITIES APPLICATION IN CASE OF MISREPRESENTATION AT THE TIME OF **SINISTRE**

Any fraud, concealment or intentional misrepresentation on your part in the circumstances or the consequences of an accident results in the loss of any entitlement or compensation for the loss.

FOR ANY CLAIM OF REIMBURSEMENT OF HEALTH AND HOSPIALISTION **EXPENSES**

CONTACT: SCHENGEN TRAVELER INSURANCE - BP 90248 - 13747 - VITROLLES -**FRANCE**

Tel: + 33 (0) 4 86.51.05.03 – Fax: +33 (0) 4 42.41.67.25

FOR ANY REQUEST FOR REPARTIATION ASSISTANCE

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

If this condition was not met, we will be relieved from any obligation to repay.

PROCEDURE FOR REVIEW OF CLAIMS

In case of difficulty, first consult your regular representative. If his response fails to satisfy you, you can send your complaint to:

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

If your dispute still remains after the reply given by the Insurer, you may seek opinion of the arbitrator.

Conditions for access to the arbitrator will be communicated to you on request to the above address.

Disputes which may be raised against TOKIO MARINE EUROPE INSURANCE LTD in the matter of this contract are exclusively submitted to the competent French courts and all notifications must be sent to the address mentioned above.

THE FRENCH LAW ON DATA-PROFESSING AND LIBERTIES

In accordance with the French law on data-processing and liberties No.78-17 of 6 January 1978, you have a right to access and correct any information concerning you, which is contained in our files, by contacting our headquarters in France.

INSURER AND INSPECTION BODY



This contract is provided by:

TOKIO MARINE EUROPE INSURANCE LIMITED Branch in France 66, rue de la Chaussée d'Antin **75441 PARIS CEDEX 09** RCS Paris B 382 096 071

Pursuant to the Insurance Code (Article L.112-4) it is defined that the inspection authority of the TOKIO MARINE EUROPE INSURANCE LIMITED company is the Financial Services Authority, situated in 25, The North Colonnade – Canary Wharf – London E14 5HS – ENGLAND.

TABLE OF AMOUNTS OF GUARANTEES AND FRANCHISES

GUARANTEES ACCORDED AUTOMATICALLY

MEDICAL EXPENSES - ASSISTANCE - RAPATRIATION		
GUARANTEES	AMOUNTS AND GUARANTEE LIMIT	FRANCHISES
MEDICAL AND HOSPITALISATION EXPENSES IN THE COUNTRY OF STAY:	Within the following limits:	Per claim :
✓Expenses paid by you	per insured person and per insurance	80 Euros except
(excluding dental expenses)	period: 35.000 Euros	for dental care
✓Emergency dental (cavities)	per insured person and per insurance period: 100 Euros	other there is no deductible
REPATRIATION ASSISTANCE: ✓ Organization and payment of your medical repatriation or transportation to a hospital	Real expenses	
✓Extension of stay in a hotel	46 Euros/ jour with a maximum of 10 days	No
✓ Repatriation of body in case of death including funeral expenses for carrying	3500 Euros	110
, and g and a real real real real real real real re	762 Euros	
✓ Dispatch of medicines in Europe		
•	Real expenses	
✓Transmission of messages	Real expenses	
SEARCH OR RESCUE EXPENSES:	Within the limit, per insured person	
	and per insurance period of 700 Euros	No
LEGAL ASSISTANCE IN THE COUNTRY OF		
STAY: ✓Reimbursement of attorney fees	Within the limit, per insured person and per insurance period: 762 Euros	No



TABLE OF AMOUNTS OF GUARANTEES AND FRANCHISES

OPTIONAL GUARANTEES GRANTED IF THOSE ARE MENTIONED IN YOUR **INSURANCE CODE**

PRIVACY LIABILITY			
GUARANTEES	AMOUNTS AND LIMITS OF GUARANTEES	FRANCHISES	
MATERIAL DAMAGE AND CONSEQUENTIAL DAMAGE	Within the limit of 3.000.000 Euros per claim		
MATERIAL DAMAGE AND CONSEQUENTIAL DAMAGE	Within the limit of 30.000 Euros per claim	Per claim: 80 Euros	
ALL TYPES OF DAMAGES: PERSONAL INJURY, MATERIAL DAMAGE AND CONSEQUENTIAL DAMAGE	Within the limit of 3.000.000 Euros per event		

OPTIONAL GUARANTEES IF THEY ARE MENTIONED IN YOUR INSURANCE **CERTIFCATE**

GUARANTEES	AMOUNTS AND LIMITS OF GUARANTEES	FRANCHISES
DENIAL OF VISA (PAYMENT OF EXPENSES)	Within the limit of 50 Euros per claim	No
REFUND OF THE PREMIUM DUE TO VISA REFUSAL	Within the limit of the premium paid	No