

DEFINITIONS

INSURED PARTIES

Insured Party means:

- the expatriate employee or employee on loan as well as the members of employee's family leaving with employee;
- the impatriate company employee, other than a French national, who enters French territory with or without the members of his or her family;
- the members of employee's family including, in addition to spouse and children, common-law spouse, children of common-law spouse and any dependant children regularly living in the home of impatriate employee or employee on loan;
- this status is extended on an exceptional basis to children having a separate place of residence but who are financially dependant upon their parents whenever such children are pursuing their studies even in a country other than the country of expatriation.
- housekeeping staff employed by and working for the insured party.

THIRD PARTIES

Any person other than the Insured Party, it being hereby understood that Insured Parties are deemed as third parties among themselves.

TEMPORARY STAY OUTSIDE COUNTRY OF EXPATRIATION

"Temporary stay" is defined solely as holidays, stays for training and assignments during a period of expatriation in a given country. Stays of more than 2 months between two expatriations are not covered.

LOSSES

A loss is the occurrence of any event which may require coverage under the policy.

Any loss in connection with the same cause of loss constitutes a single loss the date of which corresponds to said cause of loss. The terms and amounts of coverage are those in force at such date.

COVERAGE

NON-OCCUPATIONAL LIABILITY

SECTION 1 – COVERAGE

- Coverage is provided up to the amounts set down in Section 3 hereinafter for the monetary consequences of the civil liability which may be incurred by the Insured Party as a result of any law or regulation in force in the location of loss and **not involving any professional activity**.

- The Insurer shall further ensure the defense of the Insured Party before any Court or commission whenever the Insured Party is summoned to appear as a result of a loss covered under this policy.

- Defense costs are assumed by the Insurer and are not charged to the amount of coverage on corresponding losses.

However, in the event that damages exceed the limit of coverage, the Insurer will assume defense costs on a pro rata basis proportional to the amount of coverage and the amount of compensation payable to the victim.

- Coverage hereunder includes costs and fees relating to inquiries, investigations, expert operations, counsel, lawyers and Court costs.

- In the event that by reason of the location where the loss occurred the Insurer cannot ensure the defense of the Insured Party, the Insurer shall reimburse the costs incurred by the Insured Party for Insured Party's defense.

SECTION 2- – EXCLUSIONS

The Insured Party's liability cover is solely excluded for:

2.1 LOSSES RESULTING FROM THE EXERCISE OF HIS PROFESSIONAL ACTIVITY

However, said exclusion does not apply to the Insured Party whenever the Insured Party is not using a motorized land vehicle for round-trip travel between Insured Party's home and workplace. Further, the liability of Insured Parties is covered whenever they take part in educational and/or sports activities on an unpaid basis.

2.2 LOSSES RESULTING FROM THE USE OF FIREARMS DURING ANY HUNTING ACTIVITY SUBJECT TO A LOCAL INSURANCE OBLIGATION.

2.3 LOSSES RESULTING FROM DRIVING MOTORIZED LAND, AIR, RIVER AND SEA-GOING VEHICLES (LOSSES CAUSED AND/OR SUSTAINED).

However, this exclusion does not apply:

- Whenever said motorized land vehicles are used without the Insured Party's knowledge by persons for whom the Insured Party is civilly liable and who live under the Insured Party's roof and said vehicles neither belong to such persons or to the Insured Party.

- The liability incurred by the user, even when such user does not have a driver's license, is also covered whenever it involves craft measuring less than 5.05 meters without a motor or with a motor of less than 5HP.

2.4 LOSSES RESULTING FROM THE PARTICIPATION OF THE INSURED PARTY AS COMPETITOR IN SPORTS COMPETITIONS LEGALLY REQUIRING INSURANCE.

2.5 LOSSES CONNECTED WITH ANY REAL PROPERTY OWNED OR RENTED BY THE PARTIES INSURED.

2.6 LOSSES RESULTING FROM DAMAGE WILLFULLY CAUSED OR INCITED BY THE INSURED PARTY OR IN COLLUSION WITH THE INSURED PARTY.

2.7 LOSSES RESULTING FROM PARTICIPATION BY THE INSURED PARTY IN BRAWLS OR FIGHTS, except in the event of self-defense.

2.8 LOSSES CAUSED BY HORSES OWNED BY THE INSURED PARTY AND BY WILD ANIMALS, EVEN WHEN DOMESTICATED.

SECTION 3 – AMOUNT OF COVERAGE AND DEDUCTIBLE

Coverage

- All Risks Combined : €7,622,451 per loss including:
- Property damage and Intangible consequential losses : €762,245 per loss
- Defense costs : €15,250 per loss

Deductible

The Insured Party will be subject to a deductible of €304.90 on any claims other than for bodily injury.

CIVIL LIABILITY ON RENTAL PROPERTY

SECTION 1 – COVERAGE

The Insurer covers the liability which may be incurred by the Insured Party towards neighbors and third parties for property losses resulting from fire, explosion or water damage the cause of which originates in real property rented or occupied by the Insured Party.

The Insurer covers the Insured Party as renter or occupant for Insured Party's liability towards the owner for damage caused to real property and installed fittings made available to the Insured Party.

The Insurer further covers the Insured Party as renter for Insured Party's liability towards the owner for losses of rental fees or disruption of use.

However, this coverage will solely be provided as supplemental coverage on specific coverage taken out locally.

SECTION 2 - AMOUNT OF COVERAGE

Overall coverage is set at €305,000 per claim, sub-limited to 10% of the amount of compensation provided for loss of rental fees and disruption of use.

SECTION 3- – EXCLUSIONS

The Insurer does not provide coverage for losses:

3.1 WILLFULLY CAUSED BY THE INSURED PARTY OR IN COLLUSION WITH THE INSURED PARTY;

3.2 RESULTING FROM FOREIGN OR CIVIL WAR;

3.3 RESULTING FROM VOLCANIC ERUPTIONS, EARTHQUAKE, FLOODS, TIDAL WAVES OR OTHER DISASTERS EXCEPT WHERE DECLARED AS NATURAL DISASTERS OR THE LOCAL EQUIVALENT;

3.4 CAUSED BY WEAPONS OR DEVICES INTENDED FOR EXPLOSION BY MEANS OF MODIFICATION OF THE ATOMIC CORE;

3.5 CAUSED BY ANY NUCLEAR FUEL, PRODUCT OR RADIOACTIVE WASTE, OR BY ANY OTHER SOURCE OF IONIZING RADIATION WHICH MAY INCUR THE EXCLUSIVE LIABILITY OF AN OPERATOR OF A NUCLEAR FACILITY;

3.6 CAUSED BY ANY ENTRY OF WATER VIA DOORS, WINDOWS, TRANSOMS, BASEMENT WINDOWS AND DORMERS OR VIA AIR DUCTS, VENTILATION DUCTS AND SMOKE DUCTS;

3.7 CAUSED BY ANY SOURCE OF IONIZING RADIATION (SPECIFICALLY ANY RADIOISOTOPE) USED OR INTENDED FOR USE OUTSIDE OF A NUCLEAR FACILITY WHICH IS OWNED BY, UNDER THE CARE OF OR UTILIZED BY THE INSURED PARTY.

GEOGRAPHICAL EXTENT OF COVERAGE

Coverage is provided throughout the world subject to an additional premium for the USA/Canada.

APPLICATION AND TERM OF COVERAGE

Coverage is applicable during the entire expatriation period and during temporary stays in France or in overseas *départements*.

Coverage is automatically applicable as of the departure for expatriation by the Insured Party and by the members of Insured Party's family and, in the event of successive departures by insured parties, as of the date of each separate departure.

Coverage will terminate two months after the final return of the Insured Party except where otherwise provided for by the policy holder or except where the cause of loss occurred prior to such date and, in the event of successive returns, two months prior to the return of the said insured party.

However, for the Insured Party who is other than a French national, coverage under this policy will terminate at the time of the Insured Party's final return to Insured Party's country of origin or except where the cause of loss occurred prior to such date and, in the event of successive returns, two months prior to the return of said insured party. (Final return means the termination of the Insured Party's expatriation contract).

TERM OF COVERAGE

Coverage is provided for losses occurring between the effective date and the date of suspension or termination of coverage to which such

claims are connected to the exclusion of losses which were known to the Insured Party at the time this coverage was taken out.

MANAGEMENT OF CLAIMS

The Insured Party shall:

- a) Give written notice to G.M.C.S. once Insured Party has become aware of the loss and within 15 days at the latest, except where so prevented by force majeure.
- b) Submit a statement to G.M.C.S. as soon as possible indicating the circumstances of the losses, the known or presumed causes, the nature and the approximate amount thereof.
- c) In the event of losses incurring the civil liability of the Insured Party and in the event that by reason of the location where the loss occurred the Insurer cannot ensure the defense of the Insured Party, the Insured Party may retain Counsel locally and inform G.M.C.S. of the name and address of such Counsel.
- d) Submit copies to G.M.C.S. of any letters, summonses, legal instruments or documents relating to legal proceedings.

The Insurer can assume no liability for any acknowledgement of liability or any arrangement made independently of the Insurer or without Insurer's consent, and the avowal of a material fact shall not be deemed as an acknowledgement of liability.

EFFECTIVE DATE AND TERM OF THE POLICY

Effective Date: Date of receipt of membership application at GMCS and corresponding payment.

Term: 1 year from the effective date of membership.

MISCELLANEOUS PROVISIONS

- a) Limitation of Action

Any legal action in connection with this policy is barred two years from the date of the event which gave rise to such action, as



provided for under Sections L.114-1 and L.114.2 of the (French) Insurance Code.

b) Applicable Law and Jurisdiction

This policy is governed under French law. Any disputes which may arise in connection with the enforcement of this policy shall be referred to the sole jurisdiction of French Courts.

- c) Pursuant to Section 1000.2 of the (French) General Tax Code, the Insured Party is exempt from payment of the special insurance tax. However under the provisions of the above-cited Section, the Insured Party may solely utilize this policy in France by order of a public or other duly approved authority, provided that the required authorization stamp has been obtained, which formality is itself subject to payment of the tax.

CONTACTS

FOR CLAIMS

NOSTALGIE PAGE: +33 140-82-4429
e-mail: npage@henner.fr



FOR TECHNICAL QUESTIONS REGARDING COVERAGE

CATHERINE FLAMAND: +33 140-82-4406
e-mail: cflamand@henner.fr

Please send membership form and payment to GMC Services