

neoTempo Information Notice  
Standard Assistance  
Assistance and Civil Liability  
Policy no. FRBOPA70809

CHUBB®

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Chubb European Group SE, a company governed by the French Insurance Code, with share capital of €896,176,662, situated at La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France, registered in the Nanterre Trade and Companies Register (RCS) under number 450 327 374. Chubb European Group SE is subject to the supervision of the Autorité de Contrôle Prudential et de Résolution (ACPR) located at 4 Place de Budapest, CS 92459,75436 Paris CEDEX 09, France.

# General Terms and Conditions

**This Policy is an optional-membership group non-life insurance policy taken out by the Association of Services For Expatriates (ASFE) with Chubb European Group SE for the benefit of its enrolling members. It is governed both by the French Insurance Code and by this Information Notice and the Membership Certificate that it contains.**

## Section I – General Provisions

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### A. Definitions

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#### Accident

Any unintentional bodily harm suffered by an Insured Party stemming from the sudden, unexpected action of an external cause. In particular, the following are considered Accidents:

- Infections caused directly by a covered Accident,
- Poisoning and bodily harm caused by the unintentional ingestion of toxic or corrosive substances,
- Asphyxia due to the unforeseen action of gas or vapours or to drowning,
- Frostbite, heat stroke, sun stroke, starvation and exhaustion as a result of shipwreck, forced landing, collapse, avalanche and flood,
- Bodily injuries resulting from an act of terrorism or sabotage, attack or assault suffered by the Insured Party.

#### Work Accident

In accordance with Article L.411-1 of the French Social Security Code, a Work Accident shall include, regardless of the cause, any accident occurring because of or in connection with work to any employed person or working, in any capacity or in any location whatsoever, for one or more employers or business leaders.

#### Act of Terrorism or Sabotage, Attack

Any illegal action with ideological and/or political motivation, implemented individually or collectively, directed against persons or public or private entities in order to:

- Carry out a criminal action intended to harm the life of others,
- Disturb the population and create an atmosphere of general insecurity,
- Disrupt the operation of public transport or the operation of companies or institutions producing or processing goods or providing services.

#### Member

The natural or legal person who takes out the Policy, signs it and undertakes to pay the Premiums. **If the Member is a legal entity, it must be resident for tax purposes in a member state of the European Union.**

**In order for the Insurer to pay any compensation, the Member must have a bank account at a banking institution in a member state of the European Union.**

#### Policy Year

The period between the Effective Date or the renewal date of the Policy and its expiry date or the date of Cessation of Cover.

## **Insurer**

**Chubb European Group SE**, a company governed by French Insurance Code, with share capital of €896,176,662, domiciled at La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, entered in the Nanterre Trade & Companies Register with the number 450 327 374.

## **Insured Party**

The person(s) insured under this policy and named in the Membership Certificate residing in a country other than his/her Country of Origin or Country of Nationality.

## **Serious Medical Condition**

A condition that, in Europ Assistance's opinion, constitutes a serious medical emergency requiring immediate surgery or hospital curative treatment in order to avoid the death or a serious deterioration in the immediate or long-term health prospects of the Insured Party.

The seriousness of the Medical Condition will be determined on the basis of the geographical location of the Insured Party, the nature of the medical emergency, and the local availability of appropriate medical facilities or care.

## **Membership certificate**

The document supplementing these General Terms and Conditions to adapt the Expatriates Policy to the particular case of the Member. In particular, they specify the scope of the cover, the Effective Date and the Premium associated with it.

## **Spouse**

Spouse refers to:

- The person linked to the Member by marriage and not legally separated.
- Common-law Spouse: the person who lives with the Member as if they are married, sharing the same common interests as a married couple and able to produce a cohabitation or coexistence certificate.
- The co-signatory of a Civil Partnership with the Member.

## **Policy**

The General Terms and Conditions constituting an information notice and the Membership Certificate under which the Insurer undertakes to pay a benefit to the Insured Party in the event of the occurrence of a covered Claim, in return for the payment of the Premium.

## **Effective Date**

The date from which the Policy's cover takes effect.

## **Forfeiture**

Loss of entitlement to the sums or services provided in the Policy through the failure of the Insured Party or the Policyholder to fulfil certain obligations imposed on them.

## **Dependent Children**

Children, including recognised or adopted children, shall be considered as being dependents only in the cases listed below:

- up to seventeen (17) years of age.
- If they are over the age of seventeen (17) and under the age of twenty-six (26) and are continuing their studies (certificate of attendance required). Any annual income or remuneration they may receive must be less than the minimum taxable amount for Personal Income Tax (IRPP).
- If they have a disability (unable to meet their personal needs without assistance, regardless of their age).
- If they are born viable within three hundred (300) days of the date of the Accident resulting in the death of the Insured Party.

## **Hospital**

Any public or private Hospital meeting the legal requirements of the country in which it is located and which:

- Receives and treats injured or ill persons who stay there,
- Admits injured or ill persons to stay only under the supervision of the physician(s) attached to it and who must be on call,
- Maintains adequate medical equipment in operational condition to diagnose and treat such injured or ill persons and, if

necessary, is able to perform surgery within its premises or in an institution under its control,

- Provides care by or under the control of nursing staff.

### **Europ Assistance**

Refers to the entity in charge of providing the assistance services.

### **Generating Event/Harmful Event**

Any circumstance likely to cause or having caused a Claim. A set of Harmful Events with the same cause and the same origin is deemed a single Event.

### **Exclusion**

Anything not covered by the Policy.

### **Expatriate/Posted Employees**

Any person who works abroad on behalf of a company from his or her Country of Origin or Country of Nationality or on his or her own behalf, and whose Country of Posting or Expatriation is a country other than his or her Country of Origin or Country of Nationality.

### **Metropolitan France**

This refers to all European parts of the French Republic including its continental territory and nearby islands in the Atlantic Ocean, English Channel and Mediterranean sea, including Corsica.

### **Excess**

This can be:

- A flat-rate sum fixed by the Insurer and borne by the Member or the Insured Party in the event of a benefit being paid,
- A percentage beyond which benefits are paid,
- A number of days or months upon expiry of which benefits are paid.

### **Civil War**

Civil War is a situation of armed conflict, within a State, between the State's armed forces and identifiable armed groups or between armed groups, the scale and extent of which exceeds a mere revolt or insurrection.

### **Foreign War**

A Foreign War is a state of armed conflict between two or more states, with or without a declaration of war.

### **Illness**

Any sudden and unforeseeable deterioration in health, certified by a qualified medical authority, and that has not required continuous hospitalisation, hospital day admission or outpatient hospitalisation within the six months prior to any request, whether due to the manifestation or worsening of such condition.

### **Family Member**

- Spouse.
- Dependent children.

### **Close Relative**

A Close Relative of the Insured Party refers to the Spouse, a first-degree ascendant or descendant, a sister, a brother, a mother-in-law, a father-in-law, a daughter-in-law, a son-in-law, a sister-in-law or a brother-in-law.

### **Country of nationality**

Country of nationality means any country of which the Insured Party holds a valid passport and of which he/she is a citizen, national or subject.

### **Country of Origin**

Country of origin means the country in which the Insured Party had his or her main residence before his or her expatriation and/or to which he/she would like, where applicable, to be repatriated.

## Country of residence / Country of Posting or Expatriation

The home country of the Insured Party, other than his or her Country of Nationality or Country of Origin, during his or her period of expatriation.

## Foreign Countries

Any country, territory or possession outside metropolitan France. By convention, France's overseas departments and regions [DOM-ROM], overseas countries and territories [PTOM] and overseas communities [COM] are considered to be Foreign with regard to cover for Medical Costs.

## Premium

Sum paid by the Member in return for the cover granted by the Insurer.

## Third-Party Claim

A Third-Party Claim is any request for compensation, either in or out of court, made by a third party or its successors and sent to the Insured Party or their Insurer.

## Claim

This is an Event whose occurrence meets the conditions required under the Policy and likely to result in the application of one of the types of cover taken out.

The range of Damage stemming from the same generating cause constitutes one and the same Claim.

## Policyholder of the group policy

The Association of Service For Expatriates (ASFE), an association governed by the law of 1 July 1901, established on 30 April 1992 for an unlimited term

## Third Party

Any individual or legal entity other than:

- The Insured Party, his or her Close Relatives, as well as the people who accompany him or her.
- Workers, whether employees of the Policyholder or not, in the performance of their duties.

## USA / Canada

The United States of America and Canada, including their territories or possessions.

## Remote Areas

Areas outside civilisation, isolated and where rapid search, rescue and recovery are not possible.

The following applies:

- Civilisation is a constantly inhabited place where it is possible to feed oneself, to spend the night in a permanently inhabited structure, to use telecommunications and benefit from medical care.
- Isolation means a distance of at least one full day's walk between the area and the nearest inhabited place.
- Rapid search, rescue and recovery must be launched by external persons within 12 hours of the alert.

## B. Scope and effective date of cover

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The cover under this Policy shall apply Worldwide, strictly and exclusively throughout the Insured Party's period of expatriation or posting.

The cover shall take effect at the time when the Insured Party leaves his or her home located in his or her Country of Origin to travel to the Country of Posting or Expatriation and shall cease upon the definitive return to his or her Country of Origin or Country of Nationality.

Such cover shall apply **Twenty-Four (24) hours a day**, in both Private Life and Professional Life, throughout this entire period.

## C. Exclusions common to all heads of cover or services

The Insurer shall not provide any cover or services and shall not make any payment that does not comply with the obligations described in the section entitled "Compliance with economic and trade sanctions" of this Information Notice.

All the heads of cover or services described in this Information Notice do not apply to the following countries and territories: Cuba, Iran, Syria, North Korea, North Sudan, Venezuela, Crimea, the Donbas Region including Luhansk and Donetsk.

We cannot intervene when your requests for cover or benefits follow a Claim:

- Caused or provoked intentionally by the Insured Party;
- Due to the driving of any type of vehicle in a state of intoxication when the blood alcohol level is equal to or greater than the legally allowable limit in the country where the Accident takes place;
- Due to the Insured Party's use of drugs, narcotics or tranquillisers that are not medically prescribed or due to the driving of any type of vehicle, when the Insured Party is under the influence of these drugs, narcotics or tranquillisers prescribed medically, even though the medical notice prohibits the driving of any type of vehicle;
- Caused by the suicide or attempted suicide of the Insured Party;
- Resulting from any neuropsychiatric, psychological or psychosomatic disorders, any outward sign justifying neuropsychiatric treatment or, in particular, nervous breakdown or anxiety;
- Resulting from pregnancy and childbirth except in the event of an unforeseeable complication that could endanger the life of the mother and/or the unborn child, or from infertility treatment, as well as termination of pregnancy;
- Resulting from the Insured Party's participation in bets of any kind (except sporting competitions), fights (except in case of legitimate defence) or offences and crimes within the meaning of the applicable criminal law.
- Resulting from engaging in a sport as a professional or participating, even as an amateur, in motor vehicle races or sports deemed dangerous such as ski jumping, bungee jumping, scuba diving, extreme sports and record attempts;
- Resulting from the use, as a pilot, of any device permitting movement through the air or resulting from engaging, as a pilot or passenger, in any air sports and particularly hang-gliding, parachuting, paragliding, or microlighting;
- Resulting from air travel for the purpose of taking part in a construction activity, photography, aerial advertising, flights relating to the filming or production of television or cinema programmes, flights to offshore platforms and flights with flying clubs.
- Experienced by the Insured Party as a passenger of an Air Transport Company whose pilot does not hold the necessary certificates, licences or permits.
- Due to thermal, mechanical, radioactive and other effects, stemming from any change in the atomic structure of the material or the artificial acceleration of atomic particles or due to radiation from radioisotopes;
- Resulting from an Assault, an Act of Terrorism, Sabotage or an Attack of which the Insured Party is a victim, if it is proved that the Insured Party took an active part as perpetrator or instigator of these events;
- Caused by Foreign War or Civil War. Insured Persons caught off guard by the occurrence of such events, in the Country of Posting or Expatriation, shall be required to leave the location of the hostilities as soon as possible. The cover shall remain available to them until they return to their Country of Origin or Nationality and for a maximum of fourteen (14) days from the date on which the hostilities occur. An Insured Party who goes to a Country of Posting or Expatriation where tensions are already observed shall not benefit from this exemption.

## D. Cessation of Cover

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In all cases, cover shall cease for each Insured Party:

- On the termination date of the group insurance policy taken out by ASFE with Chubb European Group SE,
- On the date on which the Insured Party ceases to be part of the insured group,
- Upon the expiry of the Policy Year during which the Insured Party reaches seventy (70) years of age.
- The cover shall cease thirty (30) days after the Insured Party's definitive return to his or her Country of Origin or Residence.

## Section II – Cover

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### 1. Personal Assistance

The provision of the assistance services is entrusted to Europ Assistance.

**Europ Assistance's teams, available twenty-four hours a day (24/7), must be contacted before any assistance is organised.**

**In all cases, Europ Assistance must be notified of: the last name and first name of the Insured Party, the nature of the illness or accident, the telephone number on which the Insured Party can be reached, the exact address in the country of expatriation and the number of the Chubb Policy.**

#### 1.1. Emergency medical transport

**Europ Assistance shall reserve the absolute right to decide whether the Medical Conditions of the Insured Party are serious enough to justify emergency medical transport.**

On the advice of its medical authorities, Europ Assistance shall organise, implement and handle the Insured Party's transport to the nearest medical centre or Hospital where the appropriate medical care is accessible.

Europ Assistance shall further reserve the right to decide where the Insured Party will be transported and the means or methods to do so, taking account of all the existing facts and circumstances, known to Europ Assistance at the time of the Event.

Such emergency medical transport shall be done either by special air ambulance, scheduled flight, train, boat or by ambulance.

Europ Assistance shall reserve the right to use the transport tickets initially provided for the return of the Insured Party.

Only Europ Assistance's medical authorities shall be authorised to decide on the repatriation, the choice of means of transport, and the place of hospitalisation. Reservations shall be made by Europ Assistance.

#### 1.2. Repatriation to the Insured Party's Country of Residence/Country of Posting or Expatriation

When the Insured Party is in a condition enabling him or her to leave Hospital, Europ Assistance shall organise and take responsibility for the repatriation of the Insured Party to his or her home in his or her Country of Residence/Country of Posting or Expatriation.

The repatriation, as well as the best-suited means, shall be decided and chosen by Europ Assistance.

#### 1.3. Repatriation of the body in case of death

In the event of the death of an Insured Party, Europ Assistance shall bear the cost of and organise the transport of the Insured Party's body to his or her Country of Origin or Nationality. Cover for the price of the casket shall be limited to **Two Thousand euros (€2,000)**. This service shall also apply to the transport of the body having been temporarily buried in accordance with local practices and requirements in order to be buried again or cremated in the Country of Origin or Nationality.

Burial, embalming, and ceremonial costs, unless they are made mandatory by local laws, shall not be covered by Europ Assistance.

#### 1.5. Identification of the body and death formalities

If, following the death of an unaccompanied Insured Party, the presence of a member of his or her family proves to be necessary to recognise the body and/or participate in the formalities of repatriation or cremation, Europ Assistance shall make available to One (1) member of the Family a ticket for air travel (economy class) or train travel, round trip, for him or her to go to the site where the deceased is located.

Europ Assistance shall pay for the accommodation expenses, capped at One Hundred and Fifty Euros (€150) per person and per day over a maximum period of Two (2) Days.

1.5. **Accompaniment of the deceased's body or urn**

Europ Assistance shall provide one (1) insured Family member with a round-trip air ticket (economy class) or train ticket (first class) to enable him or her to accompany the deceased's body or the urn to the place of the funeral.

1.11. **Exclusions specific to the "Personal Assistance" service**

In addition to the Common Exclusions specified in these General Terms and Conditions, Europ Assistance may not intervene under the circumstances set out below:

- May not intervene outside the limit of the approvals given by the local authorities;
- May in no case take the place of the local emergency assistance organisations or cover the expenses thus incurred;
- Is not held responsible for misconduct or mishaps in the performance of the obligations resulting from cases of force majeure or an Event such as Riot, Civil War, Foreign War, Popular Uprising, revolution, strike, seizure or constraint by public force, official ban, piracy, explosion of a device, nuclear or radioactive effect, or weather-related obstacles;
- It is not required to intervene in cases in which the Insured Party has voluntarily committed violations of the laws in force in the countries through which he or she passes or in which he or she stays as posted or expatriate employee;
- Events occurring because of the Insured Party's participation as a competitor in sporting competitions, bets, matches, contests, rallies or in their preparatory trials;
- The consequences of pre-existing diagnosed and/or treated illnesses and/or injuries that have required continuous hospitalisation, hospital day admission or outpatient hospitalisation within the six months prior to any request, whether due to the manifestation or worsening of such condition;

## Section III – Declaration, necessary documents, and reimbursement of Claims

A.

### Implementation of personal assistance cover

In order for the assistance services to be implemented, the Insured Party must, prior to any intervention involving the cover under the policy, contact **Europ Assistance** stating the number of the Chubb Policy FRBOPA70810, and his/her own last name and first name:

**Europ Assistance**  
**Phone: +33 1 41 85 90 15**  
**Email: msh@ea-gcs.com**

### C. Forfeiture applicable to all heads of cover

- **No compensation shall be payable for any Claim reported to the Insurer more than five (5) Days after its occurrence where such delay causes the Insurer to suffer any loss;**
- **A Member or Insured Party who intentionally provides false information or uses forged or falsified documents with the intention of misleading the Insurer shall forfeit any right to the cover for the Event in question;**
- **All necessary measures must immediately be taken to limit the consequences of the Event and speed up the recovery of the Insured Party, who must submit to the medical care required by their condition. The Insured Party shall forfeit any right to cover in the event of a failure to fulfil this commitment to limit the extent of the Claim;**
- **The Insurer's doctor must be able to freely examine the Insured Party in order assess their condition. Any unjustified refusal to comply with this assessment, after a formal notice has been provided by registered letter, shall result in the forfeiture of the cover.**

## Section IV - Obligations of the Member

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### A. Declaration of risk on taking out the Policy

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The Member must accurately declare all information of which they are aware that may enable the Insurer to assess the risks it is assuming and that are specified in the Policy's Special Conditions.

### B. Declaration of changes to the risk during the life of the Policy

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The Member must declare to the Insurer any aggravation of the elements used to assess the risk covered by the Insurer.

Where the modification constitutes an aggravation of the risk, such as if the new state of affairs had existed when the Policy was signed, the Insurer shall not be bound or shall be bound only by way of a higher Premium, the Insurer may propose a new Premium.

Should the Member refuse to pay this new Premium, the Insurer may terminate the Policy subject to a notice period of ten (10) days.

**Any concealment, wilful misrepresentation, omission or inaccuracy in the disclosure of this information shall be subject to penalties, even if it has no impact on the Claim, in accordance with the conditions set out in Articles L. 113-8 and L. 113-9 of the French Insurance Code:**

- **In the event of bad faith, by the Policy being rendered void;**
- **If bad faith is not established, by a reduction in compensation based on the premiums paid in relation to the premiums that would have been due had the risks been accurately and fully declared.**

**In the event of a failure to fulfil the obligations relating to the Declaration of Risk on Taking Out the Policy and the Declaration of Changes in Risk during the course of the Policy, Forfeiture may be imposed on the Member.**

### C. Payment of the Premium

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The Premium or, in case of split payment, the fractional Premiums and processing fees, in the amount stipulated in the Membership Certificate, as well as the taxes, shall be payable in advance on the agreed dates.

Should a Premium or Premium instalment not be paid within ten (10) Days of its due date, and irrespective of the Insurer's right to pursue the enforcement of the Policy in court, cover may only be suspended thirty (30) Days after the Policyholder has sent a registered letter constituting formal notice.

If the annual Premium is payable in several instalments, the non-payment of a Premium instalment by the due date shall result in the remaining Premium instalments for the current Policy Year being payable.

The Insurer shall have the right to terminate the Policy ten (10) days after the end of the period of thirty (30) days mentioned in the second sub-paragraph of this paragraph.

If the Policy has not been terminated, it shall regain its ongoing effect at noon on the day following the payment of the overdue Premium to the Insurer or its appointed representative. In the case of an annual split Premium, the same shall apply after payment of the overdue instalments that were the subject of the formal notice, along with those that became due during the suspension period, as well as any applicable prosecution and recovery fees.

## Section V – Cancellation of the Policy

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The Policy may be terminated:

1. **By the Member**

The Member may terminate the Policy at any time falling one year after the policy is taken out, subject to providing one (1) month's notice.

And, pursuant to Article L. 113-4 of the French Insurance Code:

In case of disappearance of aggravating circumstances mentioned in the Policy if the Insurer refuses to reduce the insurance Premium accordingly within ten (10) days of the complaint made by the Member by registered letter.

Termination shall take effect upon the expiry of a Thirty (30) Day period from the date on which the notice of termination was sent to Insurer.

In the event of a price increase, the Member may terminate the Policy within fifteen (15) Days of the date on which it became aware of this increase.

Termination shall take effect upon the expiry of a Thirty (30) Day period from the date on which the notice of termination was sent to Insurer.

2. **By the Insurer**

In the event of non-payment of the Premium within the deadlines provided for in Section IV of this information notice (Article L. 113-3 of the French Insurance Code).

In the event of an increase in the risk if the Member does not accept the new Premium rate proposed by the Insurer by the deadline stated in Section IV of this information notice (Article L. 113-4 of the French Insurance Code).

In case of omission or inaccuracy in the declaration of risk at the signing or during the life of the Policy (Article L. 113-9 of the French Insurance Code).

3. **Automatically**

In the event of complete withdrawal of the Insurer's authorisation, under the conditions of Article L. 326-12 of the French Insurance Code.

4. **Termination formalities**

The Member must be notified of termination by the Insurer by registered letter.

Where the Member has the right to terminate the Policy, it may do so at its option, either by registered letter or by a declaration made against receipt at the Insurer's headquarters.

In the event that a registered letter is sent, any notice period for termination (except in the case of non-payment of Premiums) shall be counted from the date of the postmark.

In the event of termination during an insurance period, the portion of the insurance Premium for the remaining term shall be reimbursed to the Member if it has been paid in advance. However, this portion of the Premium shall be retained by the Insurer if the Policy was terminated due to the non-payment of Premiums.

The termination or non-renewal of the Policy shall have no impact on the payment of benefits accrued or originating during its term.

## Section VI – Miscellaneous Provisions

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### A. Compliance with economic and trade sanctions

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**The Insurer is not deemed to provide cover and is not required to pay any claim or compensation resulting therefrom if the provision of such cover, the payment of such a claim or compensation exposes the Insurer or its parent company to any sanction, prohibition or restriction implemented pursuant to United Nations resolutions or economic and trade sanctions, or the laws and regulations of the European Union, France, the United Kingdom, France or the United States of America.**

### B. Expert appraisal in the event of disagreement

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In the case of a medical disagreement, each party shall appoint a physician to organise a joint expert appraisal.

If these physicians fail to reach an agreement, a third physician shall be added to reach a final decision, which will be the arbitrating decision.

If one of the parties does not appoint a physician or if the physicians representing the parties do not agree on the choice of the third physician, the President of the High Court of the Insured Party's Home will appoint the physician.

Each party will bear the fees and costs relating to the intervention of the physician that the party has designated. The fees and costs of the third physician's intervention will be divided equally between them.

### C. Mediation

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As this policy is made and signed in good faith, the contracting parties undertake, in the event of a dispute, to bring court proceedings only after an attempt at mediation.

To this end, they will each appoint a mediator. In case of disagreement between the two mediators on the resolution of the dispute, they may mutually choose a third mediator and rule by majority vote.

Each party shall pay the fees and expenses of the mediator that it has appointed and, where applicable, half the fees of the third mediator.

### D. Limitation period

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All actions arising from an insurance policy shall be limited to two (2) years from the date of the event giving rise to them under the conditions provided for in Articles L. 114-1 and L. 114-3 of the French Insurance Code.

#### **Article L. 114-1 of the French Insurance Code provides that:**

"All actions arising from an insurance policy are subject to a limitation period of two years from the date of the generating event.

However, this period shall only run:

1. In case of concealment, omission, or false or inaccurate declaration on the risk involved, from the day when the Insurer learned of it.
2. In the case of a Claim, from the day when the interested parties became aware of it, if they prove that they were unaware of it until then.

When the Insured Party's action against the Insurer is due to the recourse of a third party, the limitation period will run from the day when this third party initiated a court action against the Insured Party or was compensated by the Insured Party.

The limitation period will be extended to ten years for life insurance policies if the beneficiary is a person other than the Insured Party and, for personal accident insurance policies, if the beneficiaries are the assignees of the deceased Insured Party.

For life insurance policies, notwithstanding the provisions of paragraph 2, the beneficiary's actions will be limited in time to no more than thirty years from the death of the Insured Party."

**Article L. 114-2 of the French Insurance Code provides that:**

“The limitation period is interrupted by one of the ordinary causes of interruption of the limitation period and by the appointment of experts following a Claim.

The interruption of the limitation period of the action may also result from the sending of a registered letter or an email with return receipt sent by the Insurer to the Insured Party regarding the action for payment of the premium and by the Insured Party to the Insurer regarding the payment of the compensation.”

**Article L 114-3 of the French Insurance Code:**

“Notwithstanding Article 2254 of the French Civil Code, the parties to the insurance policy may not, even by mutual agreement, change the length of the limitation period or add causes for its suspension or interruption.”

**The ordinary causes of interruption of the limitation period referred to in Article L. 114-2 of the French Insurance Code are set out in Articles 2240 to 2246 of the French Civil Code provided hereinafter.**

**Article 2240 of the French Civil Code:**

The acknowledgement by the debtor of the right of the person whom the debtor attempted to prevent from invoking the statute of limitations interrupts the limitation period.

**Article 2241 of the French Civil Code:**

A legal action, even by way of summary proceedings, shall interrupt the limitation period and the peremptory time limit.

The same applies if the proceedings are brought before a court lacking jurisdiction or where the court referral is annulled due to a procedural error.

**Article 2242 of the French Civil Code:**

An interruption resulting from the proceedings continues to be effective until the closure of proceedings.

**Article 2243 of the French Civil Code:**

The interruption shall be voided if the plaintiff abandons the proceedings or allows the proceedings to lapse, or if the plaintiff's petition is definitively rejected.

**Article 2244 of the French Civil Code:**

The limitation period or peremptory time limit is also interrupted by a protective measure taken pursuant to French Civil Enforcement Proceedings Code or an enforcement act.

**Article 2245 of the French Civil Code:**

A formal demand made to one of the joint debtors by way of proceedings or an enforcement act, or the debtor's acknowledgement of the right of the person against whom the debtor invoked the limitation period shall interrupt the limitation period for all other parties, including their successors.

However, a formal demand made to one of the successors of a joint debtor, or this successor's acknowledgement thereof, shall not interrupt the limitation period with respect to the other joint successors, even in the case of a mortgage debt, if the debt can be divided. This questioning or acknowledgement only interrupts the limitation period, with respect to other co-debtors, for the portion for which the heir is responsible.

In order to interrupt the limitation period for the entire matter, with respect to other co-debtors, all the deceased debtor's heirs must be questioned or acknowledged.

**Article 2246 of the French Civil Code:**

The questioning of the principal debtor or its acknowledgement interrupts the limitation period against the surety.

## E. Subrogation

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Up to the amount of the compensation paid, the Insurer is subrogated under the terms of Article L. 121-12 of the French Insurance Code to the rights and actions of the Insured Party or his or her successors against any person responsible for the Claim. Similarly, where the cover provided under this Information Notice is fully or partially covered by another insurance policy or health insurance organisation, the Social Security department or any other institution, the Insurer shall take the place of the Insured Party or their Legal Representative in their rights against the aforementioned organisations and Insurers.

## F. Multiple Insurance Policies

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If, at the time of an incident giving rise to a Claim under this Information Notice, any other insurance is in effect covering the same Losses, damage, costs or liability, You must declare this to Us (in accordance with Article L121-4 of the French Insurance Code) and We will only pay Our proportional share. This condition does not apply to the "Accidents while travelling" section of

this Information Notice.

## G. Complaints and Mediation

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We are committed to providing a high-quality service and aim to continue providing such a service at all times. If you are not satisfied with our service, please contact us, providing your policy details, so that we can handle your complaint as soon as possible.

### *Third-party claims*

**Chubb European Group SE**  
**Phone: +33 1 55 91 48 69**  
**Email: [reclamationclient@chubb.com](mailto:reclamationclient@chubb.com)**

In accordance with Recommendation 2024-R-02 of the ACPR [Autorité de Contrôle Prudentiel et de Résolution], in case of a complaint, we undertake to acknowledge receipt of your request within **Ten (10) business Days** of the date on which it is sent and to respond to it within **Two (2) Months**.

### *Mediation and litigation*

Without prejudice to the legal remedies available to the Insured Party, the Insured Party may, in all cases, refer the matter to the Insurance Ombudsman, within two months of sending their initial complaint, to the following address:

**[www.mediation-assurance.org](http://www.mediation-assurance.org)**  
**La Médiation de l'Assurance**  
**TSA 50110**  
**75441 Paris Cedex 09, France**

## H. Amendment of the Information Notice and information to be provided to the Insured Party

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Any amendment to the general terms and conditions of this Information Notice, or any termination of the Group Insurance Policy taken out by the Association of Services For Expatriates (ASFE) with Chubb European Group SE for the benefit of its enrolled Members, must be notified to the Members, for which the ASFE is solely responsible.

## I. Interest

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Any amounts that **the Insurer** is required to pay under this Information Notice shall not bear interest, unless **the Insurer** has unduly delayed a payment after receipt of all the necessary certificates, information and evidence in support of the Claim. When **the Insurer** is required to pay interest, the interest will only be calculated from the date on which the certificates, information or evidence in question are finally received.

## Section VII – Protection of Personal Data

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The Insurer uses the personal data that the Member makes available to it or, where applicable, to the Member's insurance broker, to underwrite and manage this Insurance Policy, including in case of a claim relating to it.

This data includes basic information including the Insured Parties' first and last names, addresses and policy number, but may also include data such as their age, state of health, financial situation and claims history, if such data is deemed relevant as regards the insured risk, the services provided by the Insurer or claims filed by the Member or the Insured Parties.

As the Insurer belongs to a global group of companies, the Insured Parties' personal data may be shared with other companies within its group, located in foreign countries, provided that such sharing is necessary for the management or implementation of the insurance policy or for storing the Insured Parties' data. The Insurer also uses service providers and administrators, who may have access to the Insured Parties' personal data in accordance with the Insurer's instructions and under its supervision.

The Insured Parties have rights regarding their personal data, including the right of access and, where applicable, the right to have their data erased.

This clause is an abbreviated version of the Insurer's procedures for handling the Insured Party's personal data. For more information, the Insured Parties and the Member may refer to the Privacy Policy, which is accessible via the following link: <https://www2.chubb.com/fr-fr/footer/politique-de-confidentialite-en-ligne.aspx>. The Insured Parties and the Member may also request a hard copy of the Privacy Policy from the Insurer at any time by sending an email to the following address: [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com).

## Section VIII – Applicable Law and Supervisory Authority

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Chubb European Group SE is regulated and supervised by the French Autorité de Contrôle Prudentiel et de Résolution (ACPR) based at 4 Place de Budapest, CS 92459,75436 Paris CEDEX 09.

The Policy is subject to French law and is governed by the provisions of the French Insurance Code.

In case of dispute, only the French version of the Information Notice shall be valid.

## “neoTempo” table of Cover - Full Package

Nature of cover	Maximum amount of cover	Territorial Limits/Excess
<b>Personal assistance</b>		
<ul style="list-style-type: none"> <li>Emergency medical transport</li> </ul>	Actual costs	
<ul style="list-style-type: none"> <li>Repatriation to the Insured Party's Country of Residence/Country of Posting or Expatriation</li> </ul>	Actual costs	Worldwide
<ul style="list-style-type: none"> <li>Repatriation of the body in case of death                             <ul style="list-style-type: none"> <li>Coffin or urn costs</li> </ul> </li> </ul>	Actual costs Up to <b>€2,000</b>	
<ul style="list-style-type: none"> <li>Identification of the body and death formalities</li> </ul>	Round-trip ticket for air or train travel for one member of the family and coverage of costs of staying up to €150 per day per person over a maximum period of 2 days	The repatriation is organised to the Country of Residence/Country of Posting or Expatriation or to the Country of Origin or Nationality
<ul style="list-style-type: none"> <li>Accompaniment of the deceased's body or urn</li> </ul>	Round trip air or train ticket for one family member	

## Contact us

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Chubb European Group SE  
La Tour Carpe Diem  
31, Place des Corolles, Esplanade Nord,  
92419 Courbevoie Cedex  
France  
[www.chubb.com/fr](http://www.chubb.com/fr)

## About Chubb

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Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides risk insurance for companies of all sizes, from multinational corporations to mid-size and small businesses. It also covers the substantial assets of high-net-worth individuals. It offers personal insurance and budget protection products for individuals and offers employers and groups individual accident insurance solutions and cover for mobility risks. Lastly, it implements reinsurance solutions.

As an underwriting company, Chubb assesses, covers and manages risk with a high level of knowledge and discipline. It pays out claims fairly and quickly. Chubb is known for its extensive range of products and services, broad distribution capabilities, exceptional financial strength, underwriting expertise, superior claims handling and worldwide operations.

The parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is included in the S&P 500 Index. Chubb has management offices in Zurich, New York, London, Paris and other cities and employs around 31,000 people worldwide.

For more information, visit [chubb.com/uk-en](http://chubb.com/uk-en)