

# INDIVIDUAL ACCIDENT INSURANCE CERTIFICATE N° 4.083.739

Extract from the General Terms of contract No. 4.083.739 subscribed by NACEL, 92 rue de la Tombe Issoire, 75014 Paris, with the insurance company CHARTIS EUROPE, Tour CHARTIS, 92079 PARIS LA DEFENSE 2 CEDEX. The present document is a summary of the guarantees from which you benefit in case of an event leading to the application of the latter. The General and Special Terms are alone valid.

## DEFINITIONS

### MEMBER/INSURED

Any individual of under 70 years making a voyage abroad, organised by any legal entity bearing the name NACEL, the Subscriber of the present contract.

### BENEFICIARY

In the event of the Death of the Insured, the Beneficiary is, in the absence of a stipulation to the contrary sent by the Insured or the Subscriber, by a written, signed instrument, the Insured's surviving spouse, not separated or divorced, and failing this the legitimate recognised or adoptive children of the Insured, and failing this the legal assigns. For all other guarantees the Beneficiary is the Insured him- or herself.

### GUARANTEED ACCIDENT

Any bodily, non-intentional attack on the part of the insured arising from the sudden action of an external cause of which the insured is a victim after the date of effect of the contract; a Serious Accident also prohibits them from leaving their bedroom.

### GUARANTEED ILLNESS

Any deterioration in health recorded by a qualified medical authority; a Serious Illness also prohibits them from leaving their bedroom.

### RELATIVE EXCESS

The Relative Excess is a previously defined sum above which all costs lead to total indemnification within the limits of the contract. The Company shall not indemnify any casualty the sum of which is less than or equal to the relative excess.

### TERRITORIAL COVERAGE

The Whole World, except for the Insured's country of origin (country of origin is taken to mean the Insured's habitual country of residence), except for the "Transport to medical centre" and "Repatriation to domicile" guarantees.

### CIVIL WAR

Opposition, whether or not declared, or any other warlike or armed activity, between two or more parties belonging to a single state in which the opponents are of a different ethnicity, religious persuasion or ideology. The following are notably considered to be equivalent to Civil War: an armed rebellion, a revolution, a revolt, an insurrection, a coup d'état, the consequences of martial law, or the closure of a border ordered by a government or by local authorities. It is the responsibility of the Company to prove that the casualty results from one of these Civil War events.

### FOREIGN WAR

War, whether or not declared, or any other warlike activity, including use of military force by any sovereign nation for economic, geographical, nationalistic, political, racial, religious or other purposes. The following are also considered to be Foreign War: an invasion, insurrection, revolution, use of military power or usurpation of governmental or military power.

### CONSOLIDATION

The date from which the injured or ill individual is considered as stabilised from the medical standpoint when there are permanent consequences.

### E.U.

For the purpose of application of the guarantees of the present contract, this must be taken to mean any voyage of which the place of departure and the place of destination are located in one of the countries of the E.U. (European Union).

### OUTSIDE E.U.

For the purpose of application of the guarantees of the present contract, this must be taken to mean any voyage of which the place of departure and/or the place of destination are located outside one of the countries of the E.U. (European Union).

### FOREIGN COUNTRY

Any country other than the Insured's habitual country of residence.

### CASUALTY

This is the occurrence of an event set out in the contract.

### HOSPITALISATION

The fact of receiving treatment in a hospital establishment requiring a minimum stay of 24 H or one night.

The following are considered to be hospital establishments: a hospital or a clinic authorised to practise medical acts and treatments on ill or injured persons, with the local administrative authorisations authorising these practices and the required personnel.

### SURGICAL ACT

Any manual and instrumental act on the internal parts of the organism for which local or general anaesthetics has been previously applied.

The Surgical act will be undertaken in a hospital establishment, in a sterile environment (operating theatre) by a surgeon qualified and authorised to undertake such an act.

### TERRORISM

Terrorism is taken to mean:

- Use of force or the threat of it, violence against persons or property,
- Participation in preparation for an act which is dangerous for persons or property,
- Acts the purpose of which is to interrupt or degrade an electronic or communication system, by any person or group, whether or not acting in the name of or in relation with any organisation, any government, power, authority or military force seeking the goal of intimidating, constraining or harming a government, the civil population, or one of its component elements, or interrupting the activity of an economic sector.
- All acts of violence in relation to persons or property, committed by an organisation with the aim of creating a climate of insecurity and imperilling the institutions of an established government. The following are considered to be acts of violence: deliberate attacks against life or personal integrity, kidnappings, imprisonments, hijacking of any means of transport, use of explosives or any type of weapons or lethal devices, or any similar action.

### CONTAMINATION

Contamination is taken to mean contamination or poisoning of persons by nuclear and/or biological and/or chemical substances the consequence of which is an illness, death and/or permanent invalidity.

### NUCLEAR SUBSTANCES

All elements, particles, atoms or materials which, through emissions, discharges, dispersals, releases or outflows of radioactive materials emit a level of radiation by ionisation, fission, fusion, breakdown or stabilisation.

### BIOLOGICAL SUBSTANCES

Any pathogenic (illness-producing) micro-organism and/or toxin produced biologically (including genetically modified organisms and chemically synthesised toxins) likely to produce an illness, invalidity or death in humans or animals.

### CHEMICAL SUBSTANCES

Any solid, liquid or gaseous component which, depending on the use made of it, is likely to cause an illness, invalidity or death in humans or animals.

## PURPOSE OF CONTRACT

The guarantees of the present contract are exclusively acquired by the Insured parties 24 hours a day abroad, except for the "Transport to the medical centre" and "Repatriation to domicile" guarantees, during the voyage organised by the Subscriber.

## NATURE AND SUM OF GUARANTEES

### DEATH GUARANTEE

In the event of Death occurring immediately or within a period of 2 years from the consequences of a Guaranteed Accident, the Company shall pay the designated beneficiary(ies) a capital sum the amount of which is set out in the section "GUARANTEED AMOUNTS".

### INVALIDITY GUARANTEE

When an Insured is a victim of a Guaranteed Accident and it is medically established that a partial or total Permanent Invalidity persists, the Company shall pay the Insured a capital sum the amount of which is set out in the section "GUARANTEED AMOUNTS", multiplied by the rate of Incapacity of the Insured, in accordance with the Invalidity table set out below.

### INVALIDITY TABLE

When an insured is the victim of a guaranteed Accident and it is medically established that a partial or total permanent invalidity persists, the Company shall pay the Insured the capital obtained by multiplying the capital amount by the rate of invalidity in accordance with the table given below.

The insured may not require any indemnity before the invalidity has been recognised as definitive, i.e. before consolidation.

- Loss of two members 100 %
- Loss of one member 50 %

Loss of a member is taken to mean: a foot, a hand, an arm, a leg, total separation of this member from, or above, the joint leading to it, or total loss of an eye.

Total functional impotence of a member or an organ is considered a loss of this member or this organ.

#### MEDICAL COSTS ABROAD

The guarantee for medical costs is acquired for the repayment of treatment, fees and ambulance costs ordered by a local doctor.

For Canadian Insured parties the Medical Costs guarantee is excluded only in their province of domiciliation; other provinces are considered as being abroad.

The maximum sums per Insured and per year are determined in the section "GUARANTEED AMOUNTS". Each casualty is subject to a relative excess of 25 USD and there is a 25 USD deductible that applies to each accident/illness casualty.

In any event, CHARTIS ASSISTANCE's undertaking is limited to the repayment of the actual costs incurred by the Insured. In addition, if the Insured benefits from one or more repayment or assistance organisations, CHARTIS ASSISTANCE is obliged only to repay the difference between the actual costs incurred and the guaranteed costs remaining after repayment to the Insured.

#### EMERGENCY DENTAL CARE

The guarantee of emergency dental care is set per Insured and per year at:

- ❖ 138.50 USD for stays of less than 90 days,
- ❖ 277.00 USD for stays of 90 to 180 days,
- ❖ 554.00 USD for stays of 181 to 365 days,

If the dental care given to the Insured is the direct consequence of a guaranteed accident, the following limits are then applied:

- ❖ 100,000 USD for "E.U. stays",
- ❖ 500,000 USD for "non-E.U. stays",

**Apart from the exclusions also set out under the present contract, costs for dental prostheses or comparable items are excluded from the "emergency dental care" guarantee.**

#### HOSPITALISATION OR SURGICAL ACT

In the case of Hospitalisation or a Surgical Act consecutive to a guaranteed accident or illness, CHARTIS ASSISTANCE must in all cases be contacted beforehand. CHARTIS ASSISTANCE shall pay the costs directly to the hospital according to the terms and conditions of the contract.

**Except in the case of force majeure, no indemnity shall be due if CHARTIS ASSISTANCE has not been contacted beforehand.**

#### ASSISTANCE GUARANTEE

In order for the ASSISTANCE guarantees to apply, the Insured benefiting from these guarantees must in all cases and prior to any intervention activating the contractual guarantees, contact CHARTIS ASSISTANCE exclusively:

<b>In America</b>	<b>CHARTIS ASSISTANCE</b> Tel. 1.713.267.2560 Tel : 1.888.558.2691 Fax. 1.713.974.34.22
<b>Rest of world</b>	<b>CHARTIS ASSISTANCE</b> Tel. 33 – 1.49.02.46.70

**None of the guarantees in the present contract shall be applied if the Insured has not contacted CHARTIS ASSISTANCE on the terms defined above.**

In all cases, state: the name of the Insured, the nature of the ailment or accident, the telephone number where the Insured may be reached, the name of the group to which the Insured is affiliated.

Assistance guarantees are taken to mean assumption up to the defined limits and use of all means required for performance of the contractual guarantees.

In the case of an illness or bodily accident occurring to an Insured, from the first call, CHARTIS ASSISTANCE's medical team shall, if necessary, contact the attending doctor in the location and/or the family doctor if applicable, in order to intervene in the manner best suited to the condition of the ill or injured person.

#### ASSISTANCE

ASSISTANCE away from home is taken to mean interventions required by a guaranteed event occurring abroad, except for "Transport to the medical centre" and "Repatriation to domicile" guarantees.

In any event, and under the away from home guarantees, CHARTIS ASSISTANCE is obliged only to pay for costs in addition to those which the Insured would normally have had to lay out for their return.

CHARTIS ASSISTANCE is entitled to request unused transport tickets from the Insured.

#### TRANSPORT TO THE MEDICAL CENTRE

On a medical opinion by the doctors of CHARTIS ASSISTANCE, the latter organises, implements and takes care, totally or partially, of transport of the Insured to a more appropriate or better equipped medical centre.

Depending on the seriousness and the circumstances, the Insured is transported by:

- First class rail, seated, in a couchette or sleeping car.
- Ambulance or light medical vehicle.
- Regular airline, seated, or in a stretcher.
- Private medical aircraft.

The medical authorities of CHARTIS ASSISTANCE are alone authorised to decide on repatriation, the choice of means of transport and the place of hospitalisation.

Reservations are made by CHARTIS ASSISTANCE.

#### REPATRIATION TO DOMICILE

CHARTIS ASSISTANCE repatriates to their home an Insured in a condition to leave the medical centre.

Repatriation and the most appropriate means of transport are decided and chosen by CHARTIS ASSISTANCE on the terms set out above.

#### PROVISION OF A TRANSPORT TICKET FOR A CLOSE RELATIVE

If the condition of the ill or injured Insured does not permit their repatriation, and their period of hospitalisation, in the location, is greater than 5 DAYS, CHARTIS ASSISTANCE gives a member of the family residing in the Insured's country of origin, free of charge, a return ticket by air in economy class, or rail in 1<sup>st</sup> class, to allow them to go to the bedside of the hospitalised person; CHARTIS ASSISTANCE pays for the staying costs payable by the family member (69 USD per day for 10 days maximum).

#### SEARCH AND RESCUE COSTS

The Company pays for the search and rescue costs incurred by an organisation authorised to come to the ASSISTANCE of the Insured, to a maximum of 400 USD.

#### REPATRIATION OF THE BODY IN THE EVENT OF DEATH

In the case of death of an Insured arising during a voyage abroad, CHARTIS ASSISTANCE pays for and organises transport of the Insured's body to their domicile.

The costs of burial, embalming, coffin and ceremony, unless they are made obligatory by local legislation, are not paid by CHARTIS ASSISTANCE.

#### EARLY RETURN IN THE EVENT OF DEATH, SERIOUS ACCIDENT OR SERIOUS ILLNESS OF A RELATIVE

In the case of an interrupted stay following a serious illness, serious accident or death of the spouse, of an ascendant or descendant, brother, sister, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or those of the spouse of the Insured not participating in the voyage, CHARTIS ASSISTANCE shall provide a transport ticket for an early return if the initial transport ticket cannot be used.

In the case of application of this guarantee, CHARTIS ASSISTANCE reserves the right to claim from the Insured the initial transport ticket which has not been used as a consequence of the insurance service.

#### DIRECT PAYMENT

In case of need at the Insured's request, CHARTIS ASSISTANCE may directly settle in local currency the costs of consultation at the hospital up to the limits of the Medical Costs guarantee. This guarantee is subject to the possibilities provided by the French and local legislations concerning exchange controls.

#### EXCLUSIONS SPECIFIC TO THE ASSISTANCE GUARANTEE

##### The following do not lead to repatriation:

**Benign ailments or lesions which may be treated in the location, mental illnesses, pregnancy without complications and in all cases pregnancy after the sixth month, recurrences of illnesses previously contracted and involving a risk of sudden and imminent aggravation. Mental ailments and psychotic illnesses, depression.**

#### EXCEPTIONAL CIRCUMSTANCES

**CHARTIS ASSISTANCE may not be held liable for delays or obstacles to the execution of services in the event of strike, riot, popular movement, reprisals, restrictions to free circulation, any act of sabotage or terrorism, civil or foreign war.**

#### SUBSTITUTION

Up to the value of the costs which it has incurred, CHARTIS ASSISTANCE, under the terms of article L 121-12 of the Code, assumes the rights and actions of its subscribers and insured parties against any party liable for the casualty.

Similarly, when all or part of the services provided in performance of the contractual guarantees are covered totally or partially by: an insurance policy, an illness insurance organisation, Social Security or any other institution, CHARTIS ASSISTANCE assumes the rights and actions of the Insured against the abovenamed organisations and contracts.

#### ELECTION OF DOMICILE

For the application of the present contract, CHARTIS ASSISTANCE elects domicile at Tour Chartis – 92079 Paris la défense.

The contracting parties declare that they submit to the jurisdiction of the French courts and renounce all procedures in all other countries.

#### GUARANTEED AMOUNTS

The capital sums guaranteed for each Insured are dependent on the place of departure and/or the place of stay.

Destination	Death	Permanent Invalidity (1)	Medical Costs (2)	Assistance
E.U. (3)	€ 10.000	€ 10.000	100,000 USD	YES
OUTSIDE E.U. (3)	10,000 USD	10,000 USD	500,000 USD	YES

(1) - Capital reducible according to the Company's table

(2) - Relative excess of 25 USD – Maximum sums per Insured and per year

(3) - As defined in section I

## EXCLUSIONS

**The following are always excluded from all the accident guarantees:**

- Illnesses, unless they are the consequence of an accident included in the guarantee.
- Any casualty, any direct or indirect result and/or consequence arising from any contact and/or contamination by substances called nuclear, biological or chemical. This exclusion applies to all the guarantees of the present contract.
- Accidents caused by or which are the direct or indirect consequence of an act of terrorism or an attack, including all measures, whether or not military, taken to intercept, prevent or attenuate the effects of an act of terrorism or a known or suspected attack.
- Accidents occasioned by Foreign War and Civil War, those caused or provoked intentionally by the insured or the beneficiary of the contract, by the use of narcotics or comparable substances, medicines, treatments not prescribed by an authorised medical authority, by the alcoholic condition of the insured characterised by the presence in the blood of a pure alcohol rate equal to or greater than that determined by the law governing motor vehicle circulation, the consequences of an epileptic fit, or fit of delirium tremens, from rupture of aneurism, coronary thrombosis, cerebral embolism or meningeal bleeding, and the consequences of successful or attempted suicide by the insured.
- Accidents resulting from the practice by the insured of a sport on a professional basis, when they practise or take part in an amateur race requiring the use of a terrestrial, airborne or aquatic motorised vehicle, when they use as a passenger aircraft not belonging to a regular or "charter" company duly approved for paid transport of passengers on regular lines, during practice by the insured of sports requiring the use of a motorised vehicle, during use by the insured as a pilot, passenger or crew member of any aircraft able to move through the air, during use with or without driving of a 2- or 3- wheel motorised vehicle with a capacity of over 125 cm<sup>3</sup>, during participation by the insured in brawls (except in the case of legitimate defence), crimes, and wagers of all kinds.
- When the insured is doing their national service.
- For any trip in, to or through the following countries: Afghanistan, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Sudan, or Syria
- If you are on any official government or police database of suspected or actual terrorists, members of terrorist organisations, drug traffickers or illegal suppliers of nuclear, chemical or biological weapons.

**The following are always excluded from all illness guarantees:**

- Thermal and sea-sun cures, stays in a professional rehabilitation and functional physiotherapy centre, in convalescence centres, rest, sleep and detoxification cures, stays in children's homes and sanatoriums, in medical-educational institutes, slimming treatments, dietary cures for correction of insufficient or excess weight,
- Periodical medical examinations, for control and observation, whether or not relative to illnesses prior or subsequent to the date of effect of the contract,
- Treatment given by ophthalmological doctors or surgeons, ocular prostheses (lens, frames and contact lenses), unless they are the direct consequence of a guaranteed accident.
- Auditory prostheses together with treatment relative to an auditory problem, unless they are the direct consequence of a guaranteed accident.
- Treatments related to pregnancy, delivery, maternity, abortion; however, insured parties shall benefit from the guarantee in the following cases only:
  - miscarriages after the 3<sup>rd</sup> month of pregnancy,
  - delivery complications: caesareans, puerperal fevers, phlebitis, eclampsia,
  - pre- and post-natal rest determined by convention.
- Psychic illnesses.
- Sexually transmissible illnesses, H.I.V. infections.
- Cases of dorsodynia, cervicodynia, backache; lombocytatics; discal hernias, parietal hernias, intervertebral, through the femoral canal, scrotal, inguinal hernias of the linea alba and umbilical line.
- Medical or surgical costs occasioned by the consequences of an Accident and/or Illness the origin of which occurred prior to the date of effect of the contractual guarantee.
- The costs of kinesitherapy and chiropractic unless they are the consequence of a guaranteed accident.

## FORMALITIES IN THE EVENT OF A CASUALTY

### DECLARATION OF CASUALTY

The Subscriber or Member must, under penalty of forfeiture, declare to the Company, as soon as they are aware of it, and at the latest within 15 days, any casualty activating the Company's guarantee. In the event of non-declaration or declaration after this deadline, the guarantee is no longer granted if the Company establishes that the delay has caused it a prejudice or at least that the insured does not prove that, as a consequence of an accidental case or case of force majeure, they have been unable to make their declaration within the allowed deadline. If the Insured were to refuse, without valid reason, to undergo the inspection of the Company's doctors and/or experts, and if, after notice given forty-eight hours in advance by registered letter, they were to persist in their refusal, they would lose any entitlement to indemnity for the casualty in question.

### PAYMENT OF CASUALTY

Payment of the indemnity is made to the registered office of the Company in France.

After the agreement of the parties, the indemnity is payable without interest within a period of 15 days of its determination.

Payment of the indemnity is definitive and releases the Company from any subsequent recourse relating to the casualty or its consequences.

### AGGRAVATION INDEPENDENT OF THE ACCIDENTAL OR PATHOLOGICAL EVENT

Whenever the consequences of an Accident or Illness are aggravated by the constitutional condition of the victim, by the existence of a prior incapacity, by an empirical treatment, or by the refusal or negligence of the Insured to undergo the medical treatment required by their condition, the indemnity shall be calculated not in relation to the actual consequences of the condition, but in relation to those which it would have had in a subject of normal health subjected to a rational and appropriate medical treatment.

### EXPERT ASSESSMENT

Damages are assessed on a case by case basis or, failing this, by an amicable expert assessment, subject to the parties' respective rights. Each of the parties chooses an expert. If the experts thus designated are not in agreement, a third expert is added to them. The three experts operate by joint agreement and on a basis of a majority of votes. Should one of the parties fail to appoint their expert, or should the two experts fail to agree as to the choice of the third, the appointment is made by the commercial court in the jurisdiction of which the casualty occurred. This appointment occurs following a simple petition by the first party to do so, made at the earliest 15 days after the despatch to the other party of a registered letter of notice with advice of receipt. Each party pays the costs and fees of their expert and, if applicable, half the fees of the third expert and the costs of their appointment.

### REPLACEMENT OR RECOURSE AGAINST THOSE LIABLE FOR THE CASUALTY

After payment of the insured sums in the case of DEATH, INVALIDITY due solely to an Accident, no recourse is possible against the party liable for the casualty in accordance with article L.131.2 of the Insurance Code.

### IN THE EVENT OF DEATH

The proof of Death must be provided by one of the beneficiaries of the guarantee through the production either of a death certificate or a judgment declaring death, whether or not this judgment is definitive; if it is not, the Death capital paid shall be that set out in the contract.

No Accident may give rise simultaneously to the payment of Accidental Death and Invalidity capital.

However, in the event that, after having received an indemnity resulting from the total or partial Permanent Invalidity consecutive to a guaranteed accident, the insured were to die within 2 years from the consequences of the same Guaranteed Accident, the Company would pay the beneficiary the capital set down in the event of Accidental Death after deducting the indemnity previously paid for the permanent Invalidity.

In the event that an Insured is a victim of a Guaranteed Accident which could lead to the application of the guarantees of the present contract, their representative must send the company a written declaration mentioning or containing:

- the invoice for the voyage (or any other document proving that the Insured participated in a voyage organised by NACEL),
- detailed circumstances of the accident and the names of any witnesses,
- the office report or any other report by the local authorities establishing the circumstances of the Accident; failing this, the details of the drawn up or police report,
- the first medical report describing the nature of the injuries and containing a precise diagnosis,
- the first medical report certifying that this was an accidental death, mentioning the precise cause of the death,
- a death certificate,
- a medical certificate specifying the nature of the death,
- the legal documents establishing the quality of the beneficiary(ies) (civil status form, certificate of heredity) and the name and address of the notary handling the succession.

### IN THE CASE OF INVALIDITY

The Insured may not require any indemnity before the incapacity has been acknowledged as definitive, i.e. before consolidation.

In the event that an Insured is a victim of a guaranteed Accident which could lead to the application of the guarantees of the present contract, the insured or their representative must send the company a written declaration mentioning or containing:

- the invoice for the voyage (or any other document proving that the Insured was participating in a voyage organised by NACEL),
- the detailed circumstances of the Accident and the name of any witnesses,
- the official report or any other report by the local authorities establishing the circumstances of the Accident; failing this the details of the drawn up or police report,
- the first medical report describing the nature of the injuries and providing a precise diagnosis.

## MISCELLANEOUS

### **SANCTIONS IN THE EVENT OF AN INTENTIONAL FALSE DECLARATION**

Any intentional reticence, omission or inaccuracy in the declaration of the risk is sanctioned, even if it has had no influence on the casualty, on the terms set out by ART L 113-8 and L 113-9 of the Insurance Code.

### **MULTIPLE INSURANCE**

The Insured may under no circumstances be guaranteed several times under the present contract for a given period. If so the Company's undertaking is, in any event, limited to a single policy.

### **BARRING BY LIMITATION**

In accordance with articles L.114-1 and L.114-2 of the Code, all actions are barred by limitation after two years from the event giving rise to them, unless the beneficiaries in the case of death of the insured are the victim's assigns, when this deadline is increased to 10 years.

### **ELECTION OF DOMICILE**

The Insurer and its representatives elect domicile in the Company's registered office

CHARTIS EUROPE  
TOUR CHARTIS – 92079 – PARIS LA DEFENSE 2 CEDEX  
Limited company with capital of 45,024,550 €  
Nanterre Trade and Companies Register B552 128 795 00135

The contracting parties declare that they accept the jurisdiction of the French courts and renounce every procedure in every other country.

### **NATURE OF THE CONTRACT AND INDISPUTABILITY**

The present contract is a group insurance contract governed by French law and the Insurance Code. The Insurer is a company governed by the Insurance Code and subject to the Insurance Control Commission located at 54, rue de Châteaudun, 75009 Paris.

### **INFORMATION TECHNOLOGY AND FREEDOM (LAW N° 7817 OF 06/01/78)**

The subscriber may request that any information relating to them contained in any file used by the Company is sent to them and rectified. Right of access and rectification may be exercised in the Company's registered office.