INSURANCE & ASSISTANCE MASTERCARD PROFESSIONAL CARD FOR ROAD TRANSPORT COMPANIES

Policy n° 4 091 493 / 001

POLICY SUMMARY

Pursuant to Article L.141-4 of the Insurance Code

POLICYHOLDER:

Card Issuer
Compagnie de l'Arc Atlantique
63, Avenue de Bayonne – ZA Agoretta
64210 BIDART
Société par actions simplifiée à Conseil de Surveillance
Capital social € 3 333 161
N° RCS Bayonne 522 031 624

INSURER:

AIG Europe SA, compagnie d'assurance, immatriculée au Luxembourg (RCS N°B 218806) dont le siège social est sis 35 D Avenue J.F. KENEDDY, L-1855 Luxembourg.

Succursale pour la France Tour CB21 – 16 Place de l'IRIS 92400 Courbevoie – RCS Nanterre 838 136 462.

La commercialisation de contrat d'assurance en France par la succursale française d'AIG Europe SA est soumise à la réglementation française, sous le contrôle de l'Autorité de Contrôle Prudentiel et de Résolution, 4, Place de Budapest, CS 92459, 75436 Paris Cedex 09

BROKER:

Aon France
31-35 rue de la Fédération, 75717 Paris Cedex 15.
Tél. : 01 47 83 10 10 - Fax : 01 47 83 11 11

RCS Paris 414 572 248 - N° TVA intracommunautaire FR 22 414572248
SAS au capital de 46 027 140 Euros, immatriculée au registre des intermédiaires en assurance (ORIAS) sous le n° 07 001 560
is company governed by the French Insurance Code and supervised by ACPR, the French Supervisory Authority
4 Place de Budapest, 75436 Paris Cedex 09 (France)

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IMPORTANT INFORMATION

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

The cover provided under this policy applies to holders of the MasterCard bank cards mentioned in the title and depends directly on the validity of the cards concerned. Cover is not suspended if a card is reported lost or stolen.

The cover provided under this policy is made up of 3 parts: « Part1 - Insurance », « Part 2 - Assistance » and « Part 3 - common provisions Insurance & Assistance »

PART 1 - INSURANCE
FRAUDULENT USE OF THE CARD COVER

CONDITIONS OF ACCESS

EXCEPT WHERE OTHERWISE PROVIDED, BENEFIT OF THE COVER MAY BE CLAIMED ONLY IF THE INSURED SERVICE OR GOOD HAS BEEN ENTIRELY OR PARTIALLY PAID FOR WITH THE CARD BEFORE THE CLAIM EVENT OCCURS.

CONTACTS FOR FURTHER INFORMATION: the phone number +33 (0)5 59 47 05 05 on the back of your card

1 - COMMON DEFINITIONS

For the purposes of this document, and except where otherwise provided, the following terms have the following meanings:

Business Expenses
All expenses incurred by the Cardholder in the course of an activity on the firm's behalf.

Cardholder
Any individual to whom the Insured Person has personally given one or more Cards in order to meet his business expenses and who has an employment or apprenticeship contract with the Insured Person.

Card
The MasterCard 'Carte professionnel" issued by the Policyholder and to which the cover is attached.
However, persons who hold several MasterCard corporate cards automatically benefit from the most extensive cover, both for themselves and for the other Insured Persons, whichever card is used for payment.
The same applies to dynamic virtual cards, which do not in any way change the cover attached to the card to which they are linked.
If a MasterCard cardholder pays for a service on behalf of other holders of a MasterCard corporate card, the cover from which they benefit will be that of the card they hold.

Claim Event
Any Fraudulent Use that occurs following loss or theft of a Card between the time when the Card is lost or stolen and the time when the Insured Person or Cardholder reports the loss or theft to the Card issuer's card loss centre or a card loss centre recognised by it.
All fraudulent transactions carried out following the same loss or theft constitute a single Claim Event.

Claim
Any Fraudulent Use that occurs following loss or theft of a Card between the time when the Card is lost or stolen and the time when the Insured Person or Cardholder reports the loss or theft to the Card issuer's card loss centre or a card loss centre recognised by it.
All fraudulent transactions carried out following the same loss or theft constitute a single Claim Event.

Deductible
Lump-sum amount set at Article L. 132-3 of the Monetary and Financial Code that remains payable by the Insured Person following a Claim.

Fraudulent Use
Any payment or withdrawal made by a Third Party using one or more of the Insured Person's Cards lost or stolen during the validity of the Card.

Force Majeure
Any unforeseeable and irresistible event occurring without human agency such as to render performance of the contract absolutely impossible, as customarily recognised by the case law of the French courts, is deemed to have been caused by force majeure.

Insured Person
The firm or the Cardholder to whose account the Card is attached, resident in a country of the European Union .

Third Party
Any person other than:
- the Cardholder and his* partner,
- their ascendants and descendants,

- employees, whether paid by the Insured Person or not, in the performance of their duties.

* In this document, use of the masculine gender includes use of the feminine gender.

SCOPE OF COVER

The purpose of this cover is to assume direct pecuniary losses suffered by the Insured Person in the event of payments or withdrawals made fraudulently by a Third Party using one or more of the his Cards lost or stolen during the validity of the Card, insofar as such fraudulent transactions are carried out between the time when the Card is lost or stolen and the time when the Insured Person or Cardholder reports the loss or theft to the Card issuer's card loss centre or a card loss centre recognised by it.

GEOGRAPHICAL SCOPE

The cover extends **WORLDWIDE**:

- wherever the Card is lost or stolen,
- wherever the Fraudulent Use occurs.

Compensation is always paid in France.

INSURER'S MAXIMUM PAYOUT

For each Card, the cover applies:

- either up to the amount of the Deductible payable by the Cardholder,
- or up to the amount of the misappropriated sums in the event of gross negligence by the Cardholder,

in accordance with the prevailing laws and regulations.

Lump-sum compensation of **€50** will be paid for each Claim to offset any costs the Cardholder may have had to pay in connection with the Claim.
The amount of the benefit per year is depleted by the amount of compensation paid or payable in chronological order of occurrence of the Claim Events.
Any Claim is ascribable to the calendar year in which the Card is lost or stolen or, if there is any doubt as to the date of occurrence, to the calendar year in which the loss or theft of the Card was discovered.

In all events, the maximum compensation amount will not exceed **€3,000** per calendar year.

If all or some of the direct pecuniary losses are recovered, the Insured Person should inform the Insurer immediately.

1. If recovery takes place before any compensation is paid, the Insurer is required to pay only:
   - compensation corresponding to unrecovered pecuniary losses,
   - compensation corresponding to the costs incurred by the Insured Person (or on his behalf), with the Insurer's consent, for recovery,

   within the limit of direct pecuniary losses suffered by the Insured Person and a maximum of €3,000 per calendar year.

2. If recovery takes place after compensation has been paid, any amount recovered (minus costs incurred in connection with recovery) is payable:
   - first to the Insured Person, up to the amount of pecuniary losses exceeding the Insurer's compensation,
   - then to the Insurer up to the amount of the compensation paid.

EXCLUSIONS

- **ANY EMBARGO, CONFISCATION, CAPTURE OR DESTRUCTION ON THE ORDERS OF A GOVERNMENT OR PUBLIC AUTHORITY**,
- **ANY SERIES OF FRAUDULENT USES WHERE THE FIRST USE TAKES PLACE BEFORE THIS AGREEMENT TAKES EFFECT,**

- **ANY INDIRECT LOSS SUFFERED BY THE INSURED PERSON OR ANY OTHER INDIVIDUAL OR LEGAL ENTITY, SUCH AS INTEREST CHARGES, LOSS OF PROFITS OR INTEREST, LOSS OF CUSTOM, LOSS OF EARNINGS OR REDUCTION OF SALES,**
- **ANY MISUSE OCCURRING AFTER THE DATE ON WHICH THE CARD IS STOPPED OR CANCELLED**.
- **CIVIL OR FOREIGN WAR, KNOWN POLITICAL INSTABILITY OR POPULAR MOVEMENT, RIOT, TERRORIST ACT, REPRISALS, RESTRICTIONS ON THE FREE MOVEMENT OF PEOPLE AND GOODS, STRIKES IF THE INSURED PERSON TAKES AN ACTIVE PART IN THEM, DISINTEGRATION OF AN ATOMIC CORE OR ANY IONISING RADIATION AND ANY OTHER CASE OF FORCE MAJEURE,**
- **INTENTIONAL OR MALICIOUS ACTS BY THE INSURED PERSON OR HIS OR HER CLOSE FAMILY (SPOUSE, PARTNER, ASCENDANT, DESCENDANT),**

INSURED PERSON'S OBLIGATIONS IN THE EVENT OF A CLAIM

For a Claim to be valid, except in the event of accidental occurrence or Force Majeure, as soon as the Insured Person or the Cardholder discovers the loss or theft of a Card or Cards or the debit on his bank statement resulting from fraudulent transactions using the lost or stolen Card or Cards, he must:

- immediately report the fact to the issuer's card loss centre (or to a centre recognised by the issuer) and stop the Card,
- promptly confirm the stop on the Card to the issuer in writing,
- if the Card has been stolen: promptly report the theft to the competent police authorities,
- if the Card has been lost or his bank statements show debits for fraudulent transactions using the Card or Cards: promptly report the misuse to the competent police authorities,
- submit a claim as soon as possible.

REPORTING CLAIMS

Except where otherwise provided, the Insured Person is required to report all claims for compensation under this policy within 20 days of their occurrence by calling at the phone number on the back of your Card.
In the event of failure to comply with this obligation, the Insurer may, under the French Insurance Code, reduce the compensation in proportion to the damage caused by such failure, unless the Insured Person can provide proof that he was unable to report the claim within the given time limit on account of an accidental occurrence or Force majeure.
The Insured Person will be sent a questionnaire to be filled in and returned together with the supporting documents contained in a list included with the questionnaire. In all events, the Insured Person must furnish the following documents:

- certificate of validity of the Card,
- proof of payment by means of the Card,
- proof of qualification as Insured Person,
- bank account details,
- insurance policy covering the Insured Person for the same Claim or certificate from the Insured Person stating that he does not have any other insurance cover for this type of Claim,

and in general all documents that the Insurer deems necessary in order to assess the merits of the claim for compensation.
After receiving the relevant supporting documents, the Insurer will pay compensation within fifteen days of the parties reaching agreement or the issuance of an enforceable court judgment.
Any non-disclosure or deliberate false declaration, omission or inaccuracy will be sanctioned, even if it has no effect on the claim, under the conditions set forth at Articles L. 113-8 and L. 113-9 of the Insurance Code.

BURDEN OF PROOF

It is for the insured person to prove the reality of the situation, bearing in mind that any claim not supported by sufficient evidence and information to prove the material nature of the facts may be rejected.

SUBROGATION

Pursuant to Article L. 121-12 of the French Insurance Code, the insurer is subrogated up to the amount of the compensation paid or expenses borne in the insured person's rights and actions against any person responsible for the claim event.

PARTIE 2 - ASSISTANCE

The mere fact of holding the card is sufficient to ensure cover.

NB: Please inform the assistance provider of any incident as soon as possible and in all events before incurring any expense.

FOR FURTHER INFORMATION:
Call the phone number +33 (0)5 59 47 05 05 on the back of your card

1 - COMMON DEFINITIONS- ASSISTANCE PART

For the purposes of this document, the following terms have the following meanings:

Assistance Company: the Assistance company appointed by the Insurer.

Beneficiary
The holder of a valid MasterCard issued by the policyholder;
* In this document, use of the masculine gender includes use of the feminine gender.

Company client
Company that employs the Beneficiary as a driver and gives him a Mastercard Card Business for business purposes.

Place of Residence
The Place of Residence is the Beneficiary's tax domicile in one of the countries of The European union at the date of the assistance request.

Country of Residence
The Country of Residence is the country where the Place of Residence is located.

Family Member
A member of the Beneficiary's family ("Family Member") means the non-separated and non-divorced spouse, recognised partner or partner with whom he or she has concluded a currently valid PACS (Civil Solidarity Pact), children, grandchildren, brothers, sisters, father, mother, parents-in-law and grandparents.

Force Majeure
Any unforeseeable and irresistible event occurring without human agency such as to render performance of the contract absolutely impossible, as customarily recognised by the case law of the French courts, is deemed to have been caused by Force Majeure

Primary Transport
Primary Transport means transport between the place of the claim event and the nearest medical centre or hospital and, where relevant, the return journey to the place of stay.

Insurance Scheme
Insurance Scheme means the basic social security schemes and supplementary health insurance schemes on which the Beneficiary depends either principally or through another person

2 - COMMON PROVISIONS- ASSISTANCE PART

PURPOSE OF THE POLICY

Under the conditions set forth below, the purpose of the policy is to provide the Beneficiary during the first 90 days of professional, with assistance if the following events (which must remain uncertain at the time of departure) should occur:

- bodily injury following illness or accident,
- death,
- hospitalisation or death of a Family Member,
- legal proceedings abroad,
- theft or loss of certain personal effects abroad.

MAKING A CLAIM : HOW TO BENEFIT FROM ASSISTANCE

In order to take advantage of the benefits provided under the policy, the Beneficiary must:

- contact or get someone else to contact the Assistance Company as soon as he is aware of an event likely to entail the provision of a benefit by telephone on the number on the back of the card,
- provide the vouchers the Assistance Company deems necessary to assess entitlement to benefits, failing which the Assistance Company will refuse to provide benefits and/or reinvoice any expenses already incurred;
- give the Assistance Company medical staff free access to medical information about him;
- ensure that all information provided is accurate;
- comply with the solutions recommended by the Assistance Company.

VERY IMPORTANT

The benefits described below are designed to be organised exclusively by the Assistance Company, which will settle the cost directly with the providers it commissions. Exceptionally, if the circumstances so require, The Assistance Company may authorise the Beneficiary to organise some or all of a benefit. In such case, expenses incurred with the express prior consent of the Assistance Company will be reimbursed on presentation of original vouchers up to the amount of the cost that the Assistance Company would have incurred if had provided the benefit itself.

Lack of medical facilities, difficulties of access and long intervention times make assistance particularly difficult in certain areas and should incite travellers to caution. Travellers with chronic ailments or risk factors should not travel to areas where medical care cannot be provided while awaiting the intervention of the Assistance Company.

The Assistance Company cannot under any circumstances replace local emergency services.

CONDITIONS OF APPLICATION: GEOGRAPHICAL SCOPE OF BENEFITS

Benefits will be provided outside the Beneficiary's Place of Residence:

- for the first 90 days of a professional trip,
- worldwide except in excluded countries. There are geographical restrictions on some benefits, mentioned in the description of the benefits concerned.

3 - SPECIFIC PROVISIONS – ASSISTANCE PART

BODILY INJURY FOLLOWING ILLNESS OR ACCIDENT

If the Beneficiary suffers an illness or accident, the Assistance company's medical staff will:
- contact the local physician who has examined the Beneficiary,
- collect all necessary information from the local physician and, where relevant, from the Beneficiary's usual physician.

On the basis of this information, the Assistance company's medical staff will decide, strictly according to the Beneficiary's medical interest and in compliance with the prevailing health regulations, either:

- to arrange for the Beneficiary to be transported to his Place of Residence or to an appropriate hospital close to his Place of Residence, or
- to hospitalise the Beneficiary locally in a nearby healthcare centre before envisaging a return to a facility close to his Place of Residence.

The Assistance company's medical staff may take steps to find a bed in a medically suitable facility.

The information from local physicians or the Beneficiary's usual physician, which may be vital, helps The Assistance company's medical staff to take the most appropriate decision.
In that respect, it is expressly agreed that the final decision, to be taken in the Beneficiary's medical interest, lies in the last resort solely with The Assistance company's medical staff.
If the Beneficiary refuses to abide by the decision considered by the Assistance company's medical staff to be the most appropriate, he expressly relieves The Assistance company of all responsibility, including if he returns by his own means or his medical condition worsens.

TRANSFER AND/OR REPATRIATION OF THE BENEFICIARY
The Assistance company will organise and assume the cost of transporting the Beneficiary if his medical condition leads his physicians, under the conditions set forth above, to take such a decision.
The Beneficiary will be transported by all appropriate means (taxi, light medical vehicle, ambulance, train in first class, scheduled flight in economy class, air ambulance, etc.), if necessary under medical supervision.
The only factors taken into consideration when choosing the means of transport are the Beneficiary's medical interest and compliance with the prevailing health regulations.
This benefit is never provided for benign disorders or lesions that can be treated locally and do not prevent the Beneficiary from continuing his trip or stay.

REPATRIATION OF AN ACCOMPANYING BENEFICIARY
Where a Beneficiary is transported under the conditions set forth in the preceding paragraph "Transfer and/or repatriation of a Beneficiary", the Assistance company will organise and assume the cost of transporting another Beneficiary travelling with him to the Beneficiary's place of hospitalisation or Place of Residence by all appropriate means (taxi, light medical vehicle, ambulance, train in first class, scheduled flight in economy class, air ambulance, etc.).
This benefit is restricted to a single person. However, if the transported Beneficiary is accompanied by more than one Beneficiary, the Assistance company may organise the transport, together or separately, of the other Beneficiaries, without assuming the cost thereof.

ACCOMPANIMENT OF CHILDREN UNDER 15
Where a Beneficiary falls ill or is injured while travelling and finds it impossible to look after his accompanying children under the age of 15, The Assistance company, after consulting the local physicians and/or his own physicians, will organise and assume the cost of a return journey (from the Place of Residence) by train in first class or on a scheduled flight in economy class for a person chosen by the Beneficiary or the Beneficiary's family to accompany the children during their return to their Place of Residence.
The Assistance company may also commission a hostess to accompany the children back to their Place of Residence.
Accommodation, meals and refreshments for the person chosen by the Beneficiary or the Beneficiary's

family to bring back the children are at the Beneficiary's expense, as are the children's tickets.

VISIT OF A CLOSE RELATIVE IN THE EVENT OF HOSPITALISATION

If the Beneficiary is travelling alone or if the family members accompanying him are unable to visit him in hospital when he is hospitalised in the place where he suffered his illness or accident and the Assistance company's medical staff recommend that he should not be moved for at least 10 days (if the Beneficiary is a child under 15 or if the Beneficiary is deemed by the Assistance company's medical staff to be suffering from a life-threatening condition there is no limit on the length of stay in hospital), the Assistance company will organise and assume the cost of:

- a return trip (from the Place of Residence) by train in first class or on a scheduled flight in economy class for a person chosen by the Beneficiary or the Beneficiary's family to visit the Beneficiary in hospital;
- the person's stay in a hotel (room and breakfast only) in the place of hospitalisation, for as long as the Beneficiary is in hospital, up to a maximum of **€65** incl. tax per night for 10 nights. If the hospitalised Beneficiary can still not be moved after that deadline, the Assistance company will assume the cost of an extended stay up to **€300.**

This benefit is not cumulable with the "Repatriation of an accompanying Beneficiary" benefit.

MEDICAL EXPENSES ABROAD (EXCLUDING FRANCE AND THE COUNTRY OF RESIDENCE)

This benefit applies only to Beneficiaries affiliated to an Insurance Scheme.

Where medical costs have been incurred with its prior consent, The Assistance company will reimburse the Beneficiary for the portion of such costs not assumed by Insurance Schemes.

The Assistance company intervenes only after the above-mentioned Insurance Schemes have made their reimbursements, applying an across-the-board deductible of **€75** per case, subject to provision of the original proofs of reimbursement issued by the Beneficiary's Insurance Scheme.

Such reimbursement covers the costs defined above, provided they relate to treatment received by a Beneficiary outside France and his Country of Residence following an illness or accident occurring outside his Country of Residence.

In such case, the Assistance company will reimburse the amount of costs incurred up to a maximum of **€11,000** incl. tax per Beneficiary per event per year.

If the Insurance Scheme to which the Beneficiary is affiliated does not assume the medical costs, The Assistance company will reimburse the costs incurred up to the limit of the amount stated above, subject to provision by the Beneficiary of the original invoices for medical costs and a certificate of non-coverage issued by the Insurance Scheme.

The benefit shall cease on the day when the Assistance company is able to repatriate the Beneficiary.

Type of costs giving entitlement to reimbursement (subject to prior consent):

- medical fees,
- cost of drugs prescribed by a physician or surgeon,
- cost of an ambulance prescribed by a physician for transport to the nearest hospital, only if the Insurance Schemes refuse to assume it,
- hospitalisation costs provided that the Beneficiary is deemed non-transportable by a decision of The Assistance company's medical staff taken after receiving information from the local physician (hospitalisation costs incurred as of the day on which The Assistance company is able to repatriate the Beneficiary are not covered),
- cost of emergency dental treatment (up to a maximum of **€155** incl. tax per event, with no deductible).

EXTENSION OF THE BENEFIT: ADVANCE OF HOSPITALISATION COSTS ABROAD (EXCLUDING FRANCE AND THE COUNTRY OF RESIDENCE)

Within the limit of the amounts of cover referred to above, the Assistance company may advance hospitalisation costs incurred by the Beneficiary outside France and his Country of Residence under the following cumulative conditions:

- after obtaining information from the local physician, the Assistance company's medical staff must deem it impossible for the Beneficiary to be immediately repatriated to his Country of Residence;
- the treatment to which the advance applies must be prescribed with the agreement of the Assistance company's medical staff;
- the Beneficiary or any person authorised by him must formally undertake, by signing a specific document provided by The Assistance company when the benefit is provided:

- to take steps to have Insurance Schemes assume the costs within 15 days of the date on which The Assistance company sends the necessary information for such steps;
- to repay the Assistance company amounts received in that respect from Insurance Schemes within a week following receipt thereof.

Within the limit of the amount of cover for the "Medical costs in another country" benefit, The Assistance company will assume only the costs not assumed by Insurance Schemes. The Beneficiary must provide The Assistance company with the certificate of non-coverage issued by the Insurance Schemes within a week following receipt thereof.

Beneficiaries who fail to take steps to get Insurance Schemes to assume the costs within the specified time or fail to provide The Assistance company with the certificate of non-coverage issued by the Insurance Schemes within the specified time may not under any circumstances claim the "Medical expenses abroad" benefit and must repay all hospitalisation costs advanced by The Assistance company, which will where appropriate take all relevant steps to recover such costs at the Beneficiary's expense.

REPLACEMENT DRIVER EXCLUSIVELY FOR A ROAD COMPANY

In case of unavailability due to accident or illness of the driver and in the absence of any other person who might replace him, the Assistance company will send a driver designated by the insured Road transport company to the place where the vehicle is immobilized. The vehicle must comply with the requirements of traffic laws.

The Assistance company will support a one way ticket for the person designated by the nsured Road transport company to go and collect the vehicle:

- In economy class air travel (including two taxi rides to and from the airport),
- By Train 1st class (including two taxi rides to and from the station)
- By taxi over a maximum distance of 100km,
- With a rental car to the limit of the category B (with reference to the classification of professional renters brief), for a maximum of **300 euros excluding taxes**, depending on local availability. A rental car is available provided that the person designated by the Insured fulfils all the conditions required by leasing companies.

This benefit applies only in the countries of the European Union.

TRANSMISSION OF URGENT MESSAGES FROM ABROAD

When the Beneficiary is travelling outside his Country of Residence, The Assistance company can arrange for the transmission of urgent messages to his employer or a Family Member if the Beneficiary is not in a position to transmit them himself.

DEATH

REPATRIATION OF THE BODY

If a Beneficiary dies while travelling, the Assistance company will organise and assume the cost of repatriating the body.

If the funeral takes place in the Beneficiary's Country of Residence, the Assistance Company will assume:
- the cost of transporting the body to the place of the funeral close to the Place of Residence,
- costs in connection with preserving the body imposed by the prevailing legislation,
- direct costs incurred in transporting the body (handling, specific transport arrangements, packaging).

All other costs are borne by the Beneficiary's family.

If the funeral takes place outside the Beneficiary's Country of Residence, the Assistance company will organise repatriation of the body to the international airport nearest the place of the funeral and will assume expenses up to the amount that would have been incurred in order to repatriate the body to the Beneficiary's Place of Residence.

REPATRIATION OF AN ACCOMPANYING BENEFICIARY

Where a Beneficiary's body is transported under the conditions set forth above, The Assistance company will organise and assume the cost of transporting an accompanying Beneficiary by all appropriate means (taxi, light medical vehicle, ambulance, train in first class, scheduled flight in economy class) to the place of the funeral close to the Place of Residence in the Country of Residence or, if the funeral takes place

outside the Country of Residence, to the international airport nearest the place of the funeral. In the latter case, expenses will be assumed up to the amount that would have been incurred in order to transport the accompanying Beneficiary to the Beneficiary's Place of Residence.
The benefit described above is limited to one person. However, if the deceased Beneficiary was accompanied by more than one Beneficiary, The Assistance company can organise the transport, together or separately, of the other Beneficiaries, though it will not assume the cost.

HOSPITALISATION OR DEATH OF A FAMILY MEMBER

EARLY RETURN IN THE EVENT OF HOSPITALISATION OF A FAMILY MEMBER

If a Beneficiary, while travelling, learns that a Family Member residing in the same country as him has been hospitalised unexpectedly for more than 24 consecutive hours, the Assistance company will organise and assume the cost of his return so that he can visit the Family Member in hospital.
The benefit is limited to one Beneficiary per card. The Assistance company will assume the cost of a return journey for the Beneficiary by train in first class or on a scheduled flight in economy class.
The Assistance company reserves the right to ask for a certificate of hospitalisation for the Beneficiary's Family Member and/or a certificate of inheritance.

EARLY RETURN IN THE EVENT OF DEATH OF A FAMILY MEMBER

If a Beneficiary, while travelling, learns that a Family Member residing in the same country as him has died, the Assistance company will organise and assume the cost of his return so that he can attend the funeral near the Beneficiary's Place of Residence.
The benefit is limited for each card:

- either to the cost of the return journey for a Beneficiary,
- or the cost of a single journey for two Beneficiaries travelling together,

by train in first class or on a scheduled flight in economy class.
The Assistance company reserves the right to ask for a certificate of death of the Beneficiary's Family Member and/or a certificate of inheritance.

THEFT OR LOSS OF CERTAIN PERSONAL ITEMS ABROAD

DISPATCH OF MEDICINES ABROAD

Where the Beneficiary, travelling outside his Country of Residence, is deprived through loss or theft of medicines essential for his health, The Assistance company will arrange to obtain and dispatch them, if they or equivalent medicines advised by The Assistance company's medical staff are unavailable locally (provided that the Beneficiary supplies the contact details of his usual physician).
The Assistance company will arrange for the medicines to be dispatched by the quickest means possible, subject to local and French legal requirements, and will reinvoice the Beneficiary for customs charges and the price of the medicines.

DISPATCH OF GLASSES OR HEARING AIDS ABROAD

If the Beneficiary is unable to obtain the glasses, contact lenses or hearing aids he usually wears following the theft or loss of such items while travelling outside his Country of Residence, The Assistance company will arrange to have them sent to him by the most appropriate means.
The request, submitted by the Beneficiary, must be sent by fax, e-mail or registered mail and give full and precise details of the glasses (type of lens, frames), contact lenses or hearing aids.
The Assistance company will contact the Beneficiary's usual optician or hearing-aid technician in order to obtain a prescription. The Beneficiary will be informed of the price of making new glasses, contact lenses or hearing aids and asked to give his written consent and an undertaking to pay the corresponding invoice before they are dispatched.
If he fails to do so, the Assistance company cannot be required to provide the benefit.
The Assistance company will assume the cost of dispatching the new glasses, contact lenses or hearing aids by the quickest means, subject to local and French legal requirements, and will reinvoice the Beneficiary for customs charges and the price of making the items.
The Assistance company declines all responsibility if, for reasons beyond its control (manufacturing lead times or any other case of Force Majeure), the glasses, contact lenses or hearing aids do not arrive at the scheduled date.

ADVANCE OF FUNDS
In the event of loss or theft of cash or other means of payment, The Assistance company may advance up to €1,000 against the provision of a security.
The Beneficiary undertakes to repay the sums advanced within two months of the invoice date.
If the sums have not been repaid on expiry of the two-month period, The Assistance company reserves the right to take all steps to recover them.

EXCLUSIONS

1. NO ASSISTANCE BENEFIT WILL BE PROVIDED:
1-A. IN COUNTRIES:
- INVOLVED IN A CIVIL OR FOREIGN WAR,
- IN A GENERALLY ACKNOWLEDGED STATE OF POLITICAL INSTABILITY,
- SUFFERING FROM POPULAR MOVEMENTS, RIOTS, TERRORIST ACTS, REPRISALS OR RESTRICTIONS ON THE FREE MOVEMENT OF PERSONS AND GOODS;

1-B. IN THE EVENT OF A JOURNEY:
- UNDERTAKEN FOR THE PURPOSES OF MEDICAL DIAGNOSIS AND/OR TREATMENT,
- CONNECTED WITH MILITARY OR POLICE ACTIVITIES;

1-C. FOR REQUESTS FOLLOWING BODILY INJURY OR DEATH RESULTING FROM:
- A DELIBERATE OR MALICIOUS ACT BY THE BENEFICIARY OR A CLOSE RELATIVE (SPOUSE, PARTNER, ASCENDANT OR DESCENDANT) AND THE CONSEQUENCES THEREOF, AS SET FORTH AT ARTICLE L. 113-1 OF THE INSURANCE CODE,
- THE DISINTEGRATION OF AN ATOMIC NUCLEUS,
- THE USE OF WEAPONS OR FIREARMS,
- THE PRACTICE OF AN AERIAL OR HIGH-RISK SPORT, INCLUDING HANG-GLIDING, POLO, SKELETON, BOBSLEIGH, ICE HOCKEY, SCUBA DIVING, CAVING AND POTHOLING, BUNGEE JUMPING AND ANY OTHER SPORT REQUIRING THE USE OF A MOTORISED VEHICLE,
- PARTICIPATION IN COMPETITIONS REQUIRING A LICENCE,
- STRIKES OR LOCK-OUTS,
- INVOLVEMENT IN GAMBLING, FIGHTING OR BRAWLING,
- NON-URGENT PATHOLOGICAL CONDITIONS,
- SURGICAL OPERATIONS, PATHOLOGICAL CONDITIONS PRESENT PRIOR TO THE DATE OF DEPARTURE AND ANY RELAPSES AND/OR COMPLICATIONS AND ILLNESSES UNDER TREATMENT NOT CONSOLIDATED BEFORE THE JOURNEY (PROOF OF THE DATE OF DEPARTURE MAY BE REQUESTED),
- INCIDENTS AND COMPLICATIONS RELATING TO A PREGNANCY WHERE THE BENEFICIARY WAS AWARE BEFORE THE DEPARTURE DATE OF A HIGHER-THAN-NORMAL PROBABILITY OF THEIR OCCURRENCE,
- PREGNANCY OR CHILDBIRTH AFTER THE FIRST DAY OF THE 7TH MONTH,
- PREMATURITY,
- ABORTION OR MEDICALLY ASSISTED PROCREATION AND THEIR COMPLICATIONS,
- MENTAL, PSYCHIATRIC OR NERVOUS DISORDERS (INCLUDING DEPRESSION),
- USE BY THE BENEFICIARY OF MEDICINES, DRUGS, NARCOTICS, TRANQUILISERS AND/OR SIMILAR PRODUCTS NOT UNDER MEDICAL PRESCRIPTION,
- AN ALCOHOLIC STATE DETERMINED BY THE PRESENCE IN THE BLOOD OF A PURE ALCOHOL LEVEL EQUAL TO OR HIGHER THAN THE LEVEL SET BY THE PREVAILING DRINK-DRIVING LAWS IN FRANCE AT THE TIME OF THE ACCIDENT,
- SUICIDE OR ATTEMPTED SUICIDE.

2. THE FOLLOWING ARE NEVER COVERED:
- COSTS NOT EXPRESSLY MENTIONED IN THE POLICY,
- COSTS NOT SUPPORTED BY ORIGINAL DOCUMENTS,
- THE COSTS OF OPHTHALMOLOGICAL CONSULTATION OR SURGERY UNLESS THEY ARE A DIRECT CONSEQUENCE OF A COVERED EVENT,

- THE COSTS OF GLASSES OR CONTACT LENSES AND OPTICAL EXPENSES IN GENERAL,
- THE COSTS OF MEDICAL DEVICES, ORTHESES AND PROSTHESES,
- THE COSTS OF ANY KIND OF HEALTH CURE,
- TREATMENT OF A COSMETIC NATURE,
- THE COSTS OF CONVALESCENCE, MEDICAL REHABILITATION OR DETOXIFICATION,
- THE COSTS OF REHABILITATION, PHYSIOTHERAPY OR CHIROPRACTIC,
- THE COSTS OF VACCINES AND VACCINATION,
- THE COSTS OF HEALTH CHECK-UPS AND MEDICAL TREATMENT ORDERED IN FRANCE OR IN THE COUNTRY OF RESIDENCE,
- THE COSTS OF MEDICAL OR PARAMEDICAL SERVICES AND THE PURCHASE OF PRODUCTS WHOSE THERAPEUTIC VALUE IS NOT RECOGNISED BY FRENCH LAW,
- THE COST OF A FINAL COFFIN,
- RESTAURANT EXPENSES,
- THE COST OF EXCESS BAGGAGE IN THE EVENT OF REPATRIATION BY SCHEDULED FLIGHT,
- CUSTOMS CHARGES,
- THE COST OF CANCELLING OR INTERRUPTING A TRIP,
- SEARCH AND RESCUE COSTS (MOUNTAIN, SEA, DESERT OR ANY OTHER INHOSPITABLE PLACE),
- FIRST AID AND PRIMARY TRANSPORT COSTS.

EXCEPTIONAL CIRCUMSTANCES

THE ASSISTANCE COMPANY WILL USE ALL AVAILABLE MEANS TO PROVIDE ASSISTANCE. HOWEVER, THE ASSISTANCE COMPANY CANNOT BE HELD RESPONSIBLE IF SUCH MEANS ARE UNAVAILABLE OR NON-EXISTENT IN THE GEOGRAPHICAL AREA FOR WHICH THE ASSISTANCE REQUEST IS MADE.
THE ASSISTANCE COMPANY DOES NOT GUARANTEE PERFORMANCE OF THE SERVICES AND MAY NOT BE HELD LIABLE IN CASES OF FORCE MAJEURE AS CUSTOMARILY RECOGNISED BY THE CASE LAW OF THE FRENCH COURTS.

RECOVERY OF TICKETS

When transport is organised and paid for, the Beneficiary undertakes:

- either to let the Assistance Company use the ticket he already has for his return,
- or to pay the Assistance Company any amounts he may obtain in reimbursement from the issuer of the ticket.

SUBROGATION

In accordance with Article L. 121-12 of the Insurance Code, the Assistance company is subrogated up to the amount of the sums it pays in the Beneficiary's rights and actions against any person responsible for the claim.

PART 3 - COMMON PROVISIONS ASSURANCE & ASSISTANCE

These common provisions are applicable to both insured as defined in Part 1 (1.1 - Common Definitions - Part Insurance) as beneficiaries as defined in section 2 (2.1 Common Definitions - Part Assistance).

PROVISION OF INFORMATION

The Policyholder undertakes to provide the Cardholder with this notice when the Card is subscribed.
If any terms of the policy are amended, the Policyholder will inform Cardholders thereof by any means at its convenience at least three months before the amendments take effect.

AGGREGATION OF BENEFITS

Under Article L. 121-4 of the French Insurance Code, whoever is insured with several insurers under several policies for a same interest against a same risk must immediately inform each insurer of the other insurers. On doing so, the Insured Person must state the name of the insurer with which another policy has been taken out and the amount insured.

DELAI DE PRESCRIPTION

In accordance with the provisions of Articles L114-1 et seq of the Insurance Code, all actions arising from a contract of insurance are time-barred 2 years after the date of the event giving rise to the action.
However, this period will only start to run:
1 In the case of concealment, omission, false or inaccurate provision of information in respect of the risk to be covered: from the date the Insurer becomes aware of the event;
2 In the case of an event giving rise to a claim: only from the day on which the interested parties become aware of it, if they prove that they have ignored it until then.
When the action of the Insured against the Insurer results from a claim by a third party, the statutory limitation period shall only start to run from the day upon which that party has taken legal action through the courts against the Insured or has been compensated by the latter.
The statutory limitation period is extended to ten years in contracts of insurance against accidents to the persons where the Beneficiaries are the legal heirs of the deceased Insured.
The statutory limitation period is interrupted by one of ordinary causes of limitation period interruption, namely by:

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

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

GOVERNING LAW

This policy is governed by French law. If there is any difference of legislation between the French Penal Code and prevailing local criminal law, it is agreed that the French Penal Code will prevail, whatever the country in which the claim event occurs.

COMPLAINT – MEDIATOR AND SUPERVISOR

For any difficulties that arise in connection with the implementation of this policy, the Insured Person or his/her legal representative may write to Chartis Europe SA, Tour Chartis**, DÉPARTEMENT SINISTRES / MASTERCARD**, 92079 Paris La Défense 2 Cedex, France. The letter must give: the policy no.; the type of claim; other references on letters received from the Insurer; the telephone no. and times when the Insured Person or his/her legal representative may be contacted. Should the disagreement persist after Chartis has replied, the Insured Person or his/her legal representative may refer the matter to the Mediator from the *Fédération Française des Sociétés d'Assurances* (French Federation of Insurance Companies). The Insured Person may request the contact details of the Mediator by writing to the Insurer at the above address.

The Insurer's supervisor is: L'Autorité de Contrôle Prudentiel (ACP), 61 rue Taitbout, 75009 Paris, France.

Personal Data Protection

The Insurer undertakes to protect the personal data of its customers, policyholders and partners. The personal data collected by the Insurer are collected for the purposes of allowing (automatically or not) the subscription and management of contracts and claims or the provision of other services. The Insurer may also use personal data collected as part of crime prevention (in particular in the fight against fraud and money laundering). The Insurer may disclose personal data to companies in its group, service providers and other third parties for the same purposes. Personal data may be transferred abroad, including to countries that are not part of the European Economic Area. These transfers are governed by appropriate guarantees, including contractual ones, in accordance with the applicable European regulations. Data subjects have certain rights in relation to their personal data and in particular the rights of access, rectification, limitation to use, opposition, deletion or portability. Moreover, in the context of assistance services, in order to control the quality of the services rendered and to provide the said services, telephone conversations between the Insureds and the services of the Assistor, acting on behalf of the Insurer, may to be registered. The personal data that will be collected during this call are essential for the implementation of assistance services. Additional information on the use of personal data by the Insurer and on the rights of data subjects is available at http://www.aigassurance.fr/protection-des-donnees-personnelles. Anyone concerned may exercise their rights by writing to: AIG Compliance Service, Tour CB21-16 Place de l'Iris - 92040 Paris La Defense Cedex or by e-mail to donneespersonnelles@aig.com. A copy of the Insurer's Personal Data Protection Policy may be obtained by writing as described above.