

IT and Digital Sector

**“All-Risks” &
Business/Employers'
Civil Liability
Business Insurance**

General Terms and
Conditions no. TECH-
RCE0919

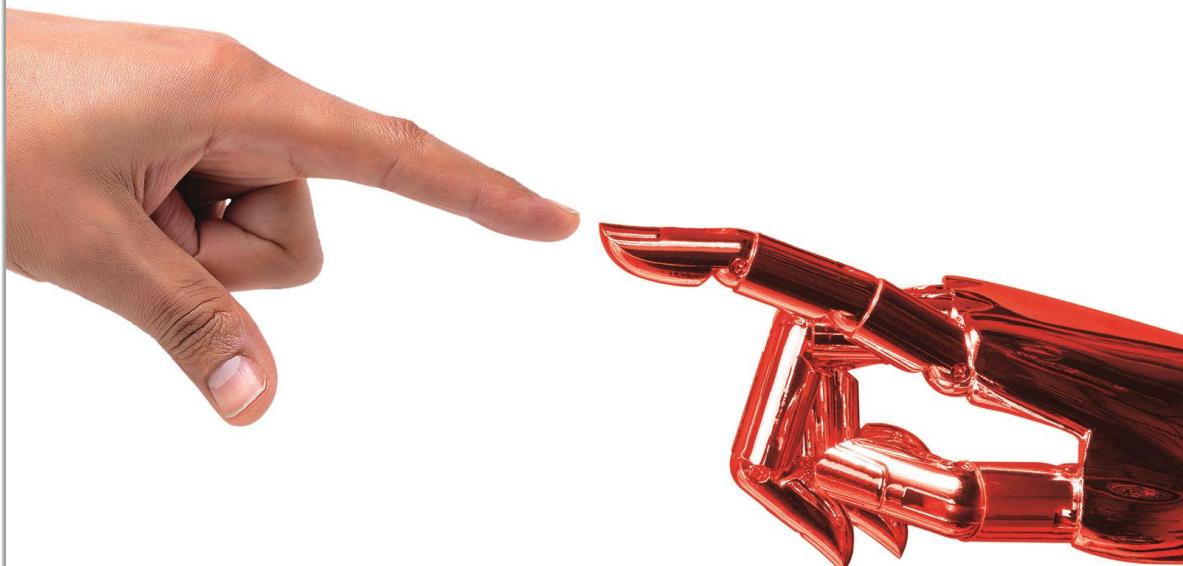


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CHARGE

Introduction

We thank you for choosing **Hiscox's** business insurance for the IT sector.

We are committed to writing this **policy** in plain language, to make it easy to follow and understand. If necessary, **your** insurance consultant can give **you** all the necessary explanations to help **you** understand the full meaning.

Within this **policy**, some words and expressions written in bold type have a specific meaning, as defined in Part 1 (Glossary).

Please read all these documents carefully, as they set the very precise scope and terms and conditions of **your** insurance cover.

In accordance with the regulations in force, in addition to the documents making up the **policy**, **we** also provide the mandatory information leaflet, describing how the cover triggered by the **insured event** applies over time, how the cover triggered by a **complaint** applies over time and the consequences of successive contracts with different triggering provisions.

Under the "Civil Liability" cover of this **policy**, cover is only triggered by a **complaint**.

Under the enhanced "Avantages Plus" cover, covering the **damage** caused to **you**, cover is only triggered by an **insured event**.

You and **we** are the only parties to the **policy**. Unless otherwise required by law, no term under this **policy** may be interpreted as benefiting a third party, in any way whatsoever. The **policy** is subject to the mandatory statutory provisions of the French Insurance Code [code des assurances].

The documents making up the **policy** are:

- the Specific Terms and Conditions and any endorsement;
- these General Terms and Conditions;
- the application questionnaires and forms and their appendices, along with any declarations made by **you**.

If there is any conflict or ambiguity between the General Terms and Conditions and the Specific Terms and Conditions, the information set out in **your** Specific Terms and Conditions will prevail.

IN ORDER FOR **YOUR** POLICY TO TAKE EFFECT, **YOU** MUST RETURN AN INITIALLED, SIGNED COPY OF YOUR SPECIFIC TERMS AND CONDITIONS TO **YOUR** INSURANCE CONSULTANT AND PAY THE INSURANCE PREMIUM.

Part 1 - Glossary

Some words shown in bold type are used in the **policy**. Unless otherwise provided, the words shown in bold type, whether used in the singular or in the plural, have the meaning assigned to them below, wherever they are used.

Business activities	The activities, as defined in your Specific Terms and Conditions, performed in the course of your business.
Insured/you/your	<ul style="list-style-type: none">• The one or more legal persons named in the Specific Terms and Conditions as the policyholder;• Where applicable, its subsidiaries, the additional insureds mentioned in the Specific Terms and Conditions and the acquired entities and/or new entities;• Where it exists, and solely for the purposes of its missions, the Works Council for the company, site or group, the Health, Safety and Working Conditions Committee or the Social and Economic Committee, attached to the legal person named in the Specific Terms and Conditions as the policyholder, its subsidiaries or its acquired and/or new entities.
	For the Business/Employers' Liability cover, this definition is extended to cover the works council or social and economic committee of the above-mentioned entities for the performance of its statutory duties.
Insurer/we/us/our	The Hiscox entity mentioned in the Specific Terms and Conditions, which insures this policy .
Customer	Any natural or legal person with whom you have entered into a contract in the course of your business activities .
Contract	Agreement under which you supply deliverables or provide services in the course of your business activities .
Damage	Bodily injury, physical damage and/or non-physical damage . <ul style="list-style-type: none">• Bodily injury - means a violation of physical, psychological or moral integrity suffered by a natural person.• Physical damage - means the destruction, deterioration or disappearance of an item or a substance, or any violation of the physical integrity of animals.• Non-physical damage - means a financial loss resulting from the loss of enjoyment of a right, the interruption of a service provided by a person or by movable or immovable property or a loss of profit. Non-physical damage is consequential if it results from insured bodily injury or insured physical damage. Non-physical damage is non-consequential if it does not result from insured bodily injury or insured physical damage or if it occurs without any bodily injury or physical damage.
Acquired or new entity	<ul style="list-style-type: none">• Any legal person that the policyholder or an additional insured, as named in the Specific Terms and Conditions, acquires or forms, directly or indirectly, during the period of

insurance, provided that the legal person has the same **business activities** as the policyholder and generates an annual turnover that is less than 20% of the annual turnover of the policyholder, if the legal person is based within the European Economic Area, and provided that the said legal person is not aware of any complaint made against it on the date on which it was acquired; or

- Any legal person that the policyholder or an additional insured, as named in the Specific Terms and Conditions, acquires or forms during the **period of insurance**, with an annual turnover that is more than 20% higher than the annual turnover of the policyholder and/or is based outside the European Economic Area, provided that the policyholder or additional insured informs **us** in writing of the acquisition or formation of the legal person within 30 days of the date of the completion of the relevant transaction and **we** agree to add the legal person to this **policy**, on new terms where applicable.

For the purposes of this definition, to "acquire" and "form" are interpreted in the same manner as to "control", as defined in Article L. 233-3 of the French Commercial Code [code de commerce].

Insured event

- Under the "Professional Civil Liability" cover and "Business/Employers' Liability" cover: any circumstances, act or event causing a **loss** or for which a **complaint** could be made.
- Under the enhanced "Avantages Plus" cover: any circumstances, act or event causing **damage**.
- A set of **insured events** with the same technical cause is treated as one single **insured event**.

Subsidiary

Any legal person controlled by the policyholder, or an additional insured, as named in the Specific Terms and Conditions, with control having the meaning assigned to it in Article L. 233-3 of the French Commercial Code, on the date on which this **policy** takes effect, provided that the legal person has the same **business activities** as the policyholder.

Subsidiaries that are not located within the European Economic Area must be expressly declared to **us** when the **policy** is taken out.

Additional and corrective costs Costs that **you** may incur as a result of a **complaint** made against **you** or the occurrence of an **insured event** that could cause an insured **loss**, that **we** cover provided that:

- they are incurred by **you** solely for the purpose of preventing or mitigating the consequences, including financial consequences, of the **insured event** or **complaint**, for **damage** falling within the scope of Part 2 (Description of cover) of these General Terms and Conditions; and
- **we** gave **our** prior written consent.

Defence costs

All kinds of costs and fees incurred by the **insured** in the defence of the **insured**, for an out-of-court settlement or arbitral or judicial resolution for a **loss** or an **insured event** that could constitute a **loss**, including the costs and fees of experts and lawyers but excluding internal costs incurred by the **insured** (including overheads and salaries).

Excess	The fraction of the damage and/or costs, excluding defence costs , the insured must bear, above which the insurer's cover applies.
Key person	The Chairman, Chief Executive Officer, Manager, Chief Administrative and/or Financial Officer, Project Manager or Project Leader of the insured .
Deliverable	Any tangible or intangible movable property that you supply to a customer for the purposes of the performance of a contract , including any presentation, study, report, summary or any other document, on any medium whatsoever, and any hardware or software.
Period of insurance	Period of validity of the policy , running between: <ul style="list-style-type: none">the effective date specified in the Specific Terms and Conditions and the first renewal date specified in the Specific Terms and Conditions; ortwo consecutive annual renewal dates; orthe last annual renewal date of the policy and the date it is cancelled or expires.
Extended reporting period	Additional period of cover lasting for five years, commencing on the date on which this policy is cancelled or expires or following the removal of one or more types of cover.
Professional Civil Liability cover limit	Maximum amount of compensation to be paid out under the Professional Civil Liability cover, as specified in the cover table set out in your Specific Terms and Conditions.
Business/Employers' Liability cover limit	Maximum amount of compensation to be paid out under the Business/Employers' Liability cover, as specified in the cover table set out in your Specific Terms and Conditions.
Cover sub-limit	Maximum amount of compensation to be paid out for a specific type of cover, as specified in your Specific Terms and Conditions, replacing the Professional Civil Liability cover limit or Business/Employers' Liability cover limit whenever applicable for a loss .
Subcontractor	Provider used by you to perform your business activities under a subcontract.
Policy	"Business Insurance" contract entered into between the insurer and the policyholder named in the Specific Terms and Conditions, comprising: <ul style="list-style-type: none">these General Terms and Conditions;the Specific Terms and Conditions and any endorsements;the application questionnaires and forms and their appendices, along with any declarations made by you.
Pollution	Any damage caused by the emission, dispersion or release of any solid, liquid or gaseous substance disseminated through air, soil or water, along with the production of odours, noise, vibrations, waves, radiation or temperature variations, exceeding the normal level of neighbourhood nuisance.

Employee

The natural or legal persons listed below, working under **your** authority in the course of the insured **business activities**, on a temporary or permanent basis:

- salaried employees, apprentices, work-study students, trainees, volunteers and job applicants;
- subcontractors;
- occupational doctors, medical unit nurses and first-aiders;
- trainers and teachers.

Complaint

Any written implication of **your** liability for a **loss**.

Service

Service provided by **you** to a **customer** for the purposes of the performance of a **contract**.

Loss(es)

- Under the "Professional Civil Liability" cover and "Business/Employers' Liability" cover: **damage** or set of **damage** caused to one or more **third parties/employees**, incurring the liability of the **insured**, resulting from an **insured event** and for which one or more **complaints** have been made.
- Under the enhanced "Avantages Plus" cover: any **insured event** occurring during the **period of insurance** that could trigger our cover.

Third party

Any natural or legal person, but excluding the **insured** and the **insured's employees**.

If a **complaint** is made between **insureds** under this **policy**, they are treated as **third parties** in respect of each other for any **bodily injury**, **physical damage** or **consequential non-physical damage**.

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RIGHTS

Part 2 - Description of cover

Under and on the terms of this **policy**, **we** will cover the risks and financial consequences arising, as appropriate, from **your** civil liability or **damage** caused to **you**.

Section I – Professional Civil Liability in the IT and Digital Sector

I. Complaints against you	made Subject to the exclusions set out in the policy , we will cover, after deducting the excess and up to the Professional civil liability cover limit or each applicable cover sub-limit , the financial consequences of the civil liability you may incur in connection with the supply of deliverables or provision of services by you or by your employees , in the course of your business activities , or in connection with the promotion thereof, where such work or promotion triggers a complaint made by a customer or a third party against you for bodily injury, physical damage or non-physical damage , whether consequential or non-consequential .
The following main risks are covered:	
A. Breaches of contract	The inherent risks or damage resulting from a total or partial non-performance of your obligations, including absolute obligations to achieve a specific result, under a contract , including: <ul style="list-style-type: none">• a breach of the duty to advise,• a defect affecting the operation or performance level of the deliverables supplied or services provided,• inadequate or insufficient specifications,• poor project management,• failure to comply with performance levels,• failure to comply with terms of reference,• late delivery.
B. Professional misconduct/Negligence	The inherent risks or damage resulting from an error, omission or negligence by you or by your employees in the performance of a contract , including: <ul style="list-style-type: none">• an incorrect assessment of the needs of the customer,• a configuration, settings or maintenance error,• negligence leading to the spread of a computer virus, of any kind whatsoever.
C. Wilful or deceitful misconduct of employees	The inherent risks or damage resulting from any circumstances or acts committed by your employees with a deceitful, malicious or dishonest intent.
D. Disclosure of confidential information	The inherent risks or damage resulting from the disclosure of confidential information by you or your employees .

E. Invasion of privacy	The inherent risks or damage resulting from any invasion of privacy, including name, image, voice, intimacy, correspondence and right to be forgotten.
F. Infringement of intellectual property rights	<p>The inherent risks or damage resulting from infringements of the intellectual property rights held by third parties in the course of your business activities, namely an infringement of copyright (moral rights and economic rights), patents and trade secrets, trademarks (including cybersquatting) and design rights, along with infringements of the sui generis rights of database producers.</p> <p>The cover for patents is granted subject to insurance exclusion 24 set out below and the cover sub-limit specified in the special clause of the Specific Terms and Conditions of this policy applies.</p>
G. Unfair competition	The inherent risks or damage resulting from commercial practices designed to mislead the public with regard to products and/or services (in particular unlawful use of a company name, trading name, chain name, domain name or style guide etc.), whether the allegations made in the complaint relate to acts of unfair competition or free-riding.
H. Defamation	The inherent risks or damage resulting from allegations or accusations of circumstances damaging the good name or reputation of a third party .
I. Commercial disparagement	The inherent risks or damage resulting from circumstances or acts discrediting the products and/or services of third parties .
J. Supplies of defective products	The inherent risks or damage resulting from supplies of defective products, meaning products that do not provide the level of safety that may reasonably be expected within the meaning of the statutory provisions in force.
K. Bailed property and documents	The inherent risks or damage resulting from a total or partial loss or destruction of property and/or documents received by you from a customer , including the loss or destruction of electronic data.
L. Declaratory relief	<p>Subject to applicability in the geographical areas where you perform your business activities, we will cover the legal fees incurred by you, after deducting the excess, to take your own legal action to obtain declaratory relief, if:</p> <ul style="list-style-type: none">(i) a third party informs you in writing that you are infringing copyright or one or more registered trademarks; and(ii) the third party asserts the said written complaint and you then issue legal proceedings to obtain declaratory relief in direct response to that complaint, following which the third party files a counterclaim against you alleging an infringement of copyright or one or more registered trademarks; and(iii) the counterclaim filed against you is covered by this policy and is pending while you continue your proceedings for declaratory relief.
II. Service refunds	Subject to the exclusions set out in the policy , we will cover any amount corresponding to a refund by you , to your customer , of sums received by you for the performance of services and/or the supply of deliverables if the refund (i) is ordered in an enforceable court decision or arbitral award or agreed as part of a settlement expressly approved by us in advance, and

(ii) results from a **complaint** insured under Section I.I (Complaints made against you) of Part 2.

Section II - Enhanced "Avantages Plus" cover	<p>The enhanced "Avantages Plus" cover is a standard package, for which no additional premium is payable. The amounts payable under this cover are also set out in your Specific Terms and Conditions.</p>
A. Costs incurred by the insured	<p>Subject to the exclusions set out in the policy, the following costs will be reimbursed, after deducting the excess:</p> <ul style="list-style-type: none">• provided we gave our prior written consent for the relevant costs;• on production of supporting documents for the costs incurred; and• up to each applicable cover sub-limit as stated in your Specific Terms and Conditions and, in any event, up to the Professional Civil Liability cover limit.
Loss of your documents	<p>If the documents required for your business activities are lost, damaged or destroyed during the period of insurance while in your custody and under your control, we will cover the costs incurred to restore or replace the said documents, excluding any internal costs, such as salaries.</p> <p>If the lost or destroyed documents were stored electronically, the cover only applies if you implemented effective back-up procedures every 24 hours or more frequently where necessary due to the level of risk.</p> <p>A sub-limit of €250,000 (two hundred and fifty thousand euros) for any one loss and for any period of insurance applies for that cover. It forms an integral part of the Professional Civil Liability cover limit (as mentioned in the cover and excesses table set out in the Specific Terms and Conditions of this policy) and does not apply on top of that cover limit.</p>
Hacking of your website	<p>If the website you use for your business activities, or to promote those activities, is the victim of a cyber attack or is hacked by a third party or by one of your employees during the period of insurance, we will cover the costs incurred to restore your website, excluding internal costs such as salaries.</p> <p>A sub-limit of €250,000 (two hundred and fifty thousand euros) for any one loss and for any period of insurance applies for that cover. It forms an integral part of the Professional Civil Liability cover limit (as mentioned in the cover and excesses table set out in the Specific Terms and Conditions of this policy) and does not apply on top of that cover limit.</p>
Damage to your reputation	<p>If a complaint covered under points D, E, F, G or H of Section I.I (Complaints made against you) of Part 2 is made against you during the period of insurance and you can prove that it causes harm to your image and reputation, we will cover the cost of a communication consultant to repair the damage to your reputation, as incurred by you and approved by us in advance.</p> <p>A sub-limit of €250,000 (two hundred and fifty thousand euros) for any one loss and for any period of insurance applies for that cover. It forms an integral part of the Professional Civil</p>

Liability cover limit (as mentioned in the cover and excesses table set out in the Specific Terms and Conditions of this **policy**) and does not apply on top of that cover limit.

Replacing a key person

If **your turnover drops and/or your business activities** are reduced during the **period of insurance** due to (1) a total, permanent incapacity for work, (2) a temporary incapacity for work of more than three months, (3) a total, irreversible loss of autonomy, or (4) the death of a **key person**, **we** will cover, provided that they are incurred solely to maintain the proper operation of **your company**:

- the recruitment costs incurred to replace the **key person**;
- the cost of a communication consultant;
- the additional payroll costs required to perform the tasks of the **key person** until a replacement is found, for up to six months from the unavailability of the **key person**.

A sub-limit of **€250,000** (two hundred and fifty thousand euros) for any one **loss** and for any **period of insurance** applies for that cover. It forms an integral part of the **Professional Civil Liability cover limit** (as mentioned in the cover and excesses table set out in the Specific Terms and Conditions of this **policy**) and does not apply on top of that cover limit.

Embezzlement by an employee

If one of **your employees** embezzles funds during the **period of insurance**, thus causing harm to **you**, **we** will reimburse the embezzled amount on production of supporting documents by **you**.

A sub-limit of **€50,000** (fifty thousand euros) for any one **loss** and for any **period of insurance** applies for that cover. It forms an integral part of the **Professional Civil Liability cover limit** (as mentioned in the cover and excesses table set out in the Specific Terms and Conditions of this **policy**) and does not apply on top of that cover limit.

Disputed financial claim

If collective insolvency proceedings within the meaning of the French Commercial Code are issued against one of **your customers** during the **period of insurance**, as part of which the court-appointed representative or administrator challenges a payment made to **you** by the **customer** before the proceedings were issued under a **contract**, **we** will cover the costs incurred for the legal consideration of the dispute and, where applicable, the legal fees incurred by **you** to challenge the decision of the court-appointed representative or administrator.

This cover only applies if **you** were not aware that collective insolvency proceedings had been issued against **your customer** or that **your customer** was insolvent, when the **contract** was signed.

A sub-limit of **€250,000** (two hundred and fifty thousand euros) for any one **loss** and for any **period of insurance** applies for that cover. It forms an integral part of the **Professional Civil Liability cover limit** (as mentioned in the cover and excesses table set out in the Specific Terms and Conditions of this **policy**) and does not apply on top of that cover limit.

B. Project costs

If a **complaint** covered under points A and B of Section I.I (Complaints made against you) of Part 2 is made against **you** during the **period of insurance**, **we** will cover, up to the applicable **cover sub-limit** and after deducting the **excess**, (1) the sums invested by **you**, and (2) the salaries paid by **you** to **your employees**, for the purposes of the **contract** signed by **you** with **your customer**, that **you** continue to bear following the decision taken by **your customer** to discontinue the said **contract**.

This will take the form of a reimbursement of the sums invested and salaries paid by **you**, on the basis of the relevant supporting documents, after deducting **your** margin and any taxes, levies, deductions and interest payable on the said amount.

A sub-limit of **€250,000** (two hundred and fifty thousand euros) for any one **loss** and for any **period of insurance** applies for that cover. It forms an integral part of the **Professional Civil Liability cover limit** (as mentioned in the cover and excesses table set out in the Specific Terms and Conditions of this **policy**) and does not apply on top of that cover limit.

A specific **excess** corresponding to 10% of the **cover sub-limit** set out in **your** Specific Terms and Conditions will apply for this cover. However, this specific **excess** may not be lower than the general **excess** set out in **your** Specific Terms and Conditions.

Section III – Business/Employers' Liability

I. Damage caused to third parties (Business Liability)

A. Bodily injury, physical damage and/or consequential non- physical damage

We will pay out compensation for the **bodily injury, physical damage** and/or **consequential non-physical damage** caused to **third parties** due to **your** operations in connection with **your business activities**, including:

Motor-powered land
vehicles

1. by motor-powered land vehicles that are not owned or used by **you** or in **your** custody but are moved or used by **your** employees:
 - for operational requirements, as business tools;
 - on their commute from their place of residence to their place of work or vice versa, as defined in Article L. 411-2 of the French Social Security Code [code de la sécurité sociale] or under any equivalent foreign legislation;
 - to remove a barrier to the performance of **your business activities**, for the distance required for this only.

This cover applies if the person responsible for the **loss** has no cover or supplements any cover available to that person. If the vehicles referred to in the previous paragraph are insured under an insurance policy covering the civil liability of their owner or custodian, or any civil liability of the employers of those persons, this cover will only apply after the cover provided by the first insurer.

This cover applies as an exemption to the "Mandatory car insurance" insurance exclusion number 22 set out in Part 3 of this **policy**.

Goods-handling vehicles 2. by goods-handling vehicles owned or used by **you** or in **your** custody for the purposes of **your business activities**, provided that the vehicle is stationary when performing the works or its engine is used as a source of energy to perform works while stationary.

Bailed property 3. to the property entrusted to **you** by **third parties** for the performance of your **business activities** and other than in performance of a **contract**.

Temporary tenants' risks 4. resulting from a fire and/or an electrical malfunction and/or water or liquid leaking and/or an explosion originating in the premises, fixed facilities or appurtenances rented or occupied by **you** for up to 30 consecutive days.

Home working 5. resulting from any temporary or permanent home working arrangements implemented for your **employees** under home working agreements, provided that the said employees declare the fact that they are working from home to their "comprehensive home" insurer.

Performance of works 6. resulting from any alteration, maintenance or renovation works arranged by **you** on **your** own behalf for the buildings occupied by **you** on a permanent basis for the performance of your **business activities**.

The cover is limited to works that do not exceed €150,000 excluding tax and will only apply if:

- **you** do not waive the rights of recourse against the building contractors; and
- **you** have obtained, from the said contractors, a certificate of civil liability insurance covering their business activity for an insurance contract in force on the date of the loss.

Theft by employees 7. in **your** capacity as the principal, resulting from thefts and other minor crimes of misappropriation:

- committed by your employees in the course of or in connection with the performance of their duties; or
- due to negligence by **your** employees, when on business at the premises of **third parties**, which facilitated access to the place where the stolen property was located by the perpetrators or accomplices of the theft.

Vehicles owned by **third parties** 8. to vehicles parked in car parks owned or leased by or lent to **you** or in **your** custody, provided that the **third parties** who are the victims are in no way responsible for the occurrence of the **loss**.

Accidental pollution 9. resulting from accidental **pollution**, solely in connection with the use or operation of equipment or facilities in the custody of the **insured**.

An accident is defined as any sudden, unforeseen event external to the victim or the damaged item, such as a broken part, machine or facilities, an unforeseeable malfunction of a mechanism, a mistake or a fire, explosion or water damage.

Personal property owned by **third parties** 10. to the clothing and personal property that visiting **third parties**, during their time present, leave in **your** premises or in their vehicle parked for the same period in one of **your** private parking spaces, provided that the said private parking spaces are monitored using a video surveillance system or a security guard at all times.

External business events 11. resulting from:

- **your** participation in trade fairs, exhibitions, congresses, seminars, symposia or meetings as an exhibitor or non-organising participant, including in the United States or Canada, provided that the said events do not last for more than three consecutive months;
- the participation of **your** employees in training courses or trade missions, including in the United States or Canada, provided that the said events do not last for more than three consecutive months;
- the organisation of receptions or meetings for **your** own in-house needs.

Food poisoning 12. by the beverages or foodstuffs made available by **you** for **your** own in-house needs (staff canteen, vending machine, reception organised by **you** on **your** own behalf).

This cover applies as an exemption to the "Pollution/Contamination/Facilities classified for environmental protection purposes (ICPEs)" insurance exclusion number 10 set out in Part 3 of this **policy**.

Occupational health service 13. for which **you** may be liable as a result of a defective operation or organisation of **your** occupational health service.

B. Non-consequential non-physical damage

We will pay out compensation for the **non-consequential non-physical damage** caused to **third parties** to the extent that it is due to movable or immovable property falling, overturning, breaking or being destroyed suddenly or to a fire or explosion.

II. Damage caused to your employees (Employers' Liability)

A. We will cover, in **your capacity as an employer:**

Gross negligence [faute inexcusable] 1. if one of **your** employees is affected by a work-related accident or an occupational disease due to **your** gross negligence (Articles L. 452-1 to L. 452-4 of the French Social Security Code) or the gross negligence of a person **you** have appointed as a replacement for the executive management of **your** company:

- the reimbursement of the sums **you** are liable to pay the social security office as the additional contributions provided for in Article L. 452-2 of the French Social Security Code and as the additional compensation that may be claimed by the victim in accordance with the provisions of Article L. 452-3 of the French Social Security Code;

This cover applies as an exemption to the "Taxes and duties" insurance exclusion number 4 set out in Part 3 of this **policy**.

- the additional compensation that **you** may be ordered to pay your employee, under the rules of the ordinary law, for any harm not covered by Book IV of the French Social Security Code, with the exception of the additional contributions provided for in Article L. 242-7 of the French Social Security Code.

Wilful misconduct [faute intentionnelle] by one of **your employees** towards any other such **employee**

2. the reimbursement of the sums **you** are liable to pay, in accordance with the provisions of the French Social Security Code, for a work-related accident or occupational disease caused by the wilful misconduct (Article L. 452-5 of the French Social Security Code) of one of your employees towards another employee.

Bodily injury not covered under the legislation on work-related accidents

3. the financial consequences of **your** liability whenever it is incurred in accordance with the rules of the ordinary law, by one of **your** employees or one of **your** job applicants, if the **bodily injury**, diseases or illnesses contracted as a result of or in connection with the work performed by such a staff member are not compensated under the legislation on work-related accidents, provided that the said staff member is registered with a French social welfare scheme.

B. Bodily injury, physical damage and/or consequential non-physical damage caused to **your employees:**

We will pay out compensation for **bodily injury, physical damage** and/or **consequential non-physical damage** caused to **your employees** for whom **you** are treated as their employer:

Motor-powered land vehicles

1. caused by vehicles parked in car parks owned or leased by or lent to **you** or in **your** custody, provided that the said **employees** are in no way responsible for the occurrence of the **loss**.

Accidental pollution

2. resulting from accidental **pollution**, solely in connection with the use or operation of equipment or facilities in the custody of the **insured**.

An accident is defined as any sudden, unforeseen event external to the victim or the damaged item, such as a broken part, machine or facilities, an unforeseeable malfunction of a mechanism, a mistake or a fire, explosion or water damage.

Personal property owned by **your** employees

3. for the clothing and personal property that **your** employees, during their time present, leave in **your** premises or in their vehicle parked for the same period in one of **your** private parking spaces, provided that the said private parking spaces are monitored using a video surveillance system or a security guard at all times.

External business events

4. resulting from:
 - **your** participation in trade fairs, exhibitions, congresses, seminars, symposia or meetings as an exhibitor or non-organising participant, including in the United States or Canada, provided that the said events do not last for more than three consecutive months;

- the participation of **your** employees in training courses or trade missions, including in the United States or Canada, provided that the said events do not last for more than three consecutive months;
- the organisation of receptions or meetings for **your** own in-house needs.

Food poisoning

5. by the beverages or foodstuffs made available by **you** for **your** own in-house needs (staff canteen, vending machine, reception organised by **you** on **your** own behalf).

This cover applies as an exemption to the "**Pollution**/Contamination/Facilities classified for environmental protection purposes (ICPEs)" insurance exclusion number 10 set out in Part 3 of this **policy**.

Occupational health service 6. for which **you** may be liable as a result of a defective operation or organisation of **your** occupational health service.

III. Criminal defence costs

We will reimburse **defence costs** for criminal proceedings issued during the **period of insurance** against **you** or against one of **your** employees for offences committed in the performance of his/her duties, based on an alleged breach of a law or regulations following **damage** insured under this Section 2 (Business/Employers' Liability).

Such **defence costs** will be reimbursed:

- provided **we** gave **our** prior written consent for the relevant costs;
- on production of supporting documents for the costs incurred; and
- up to the **Business/Employers' Liability cover limit**.

FREE TRANSLATION WITH NO
RIGHTS RESERVED

Part 3 - Insurance exclusions

IN ADDITION TO THE EXCLUSIONS SET OUT IN **YOUR** SPECIFIC TERMS AND CONDITIONS, THE **POLICY** DOES NOT COVER THE RISKS AND **DAMAGE** SET OUT BELOW.

Section I - General insurance exclusions

1. No uncertainty/Wilful misconduct by the **insured**

DAMAGE:

- THAT IS NOT UNCERTAIN OR FORTUITOUS.
- RESULTING FROM WILFUL OR DECEITFUL MISCONDUCT COMMITTED BY **YOU OR YOUR EMPLOYEES** ON **YOUR INSTRUCTIONS** OR IF **YOU** ALLOWED IT (ARTICLE L. 113-1 OF THE FRENCH INSURANCE CODE).

*This exclusion does not apply to any wilful misconduct by **your employees** if they were not acting on **your** instructions or with your forbearance or knowledge.*

2. Order from a public authority

THE INHERENT RISKS OR **DAMAGE** RESULTING FROM THE IMPLEMENTATION OF AN ORDER ISSUED BY PUBLIC AUTHORITIES, SUCH AS ACTS OF NATIONALISATION, CONFISCATION, REQUISITION, EXPROPRIATION, APPROPRIATION, SEIZURE OR DESTRUCTION OF PROPERTY, ALONG WITH THOSE RESULTING FROM AN INVESTIGATION BY SUCH AN AUTHORITY.

3. Taxes and duties

ANY TAX, DUTY, SOCIAL SECURITY CONTRIBUTIONS OR EQUIVALENT BORNE BY **YOU**.

4. Financial penalties

ANY FORM OF FINANCIAL PENALTY IMPOSED ON **YOU** UNDER:

- ANY LEGISLATION, REGULATIONS, SETTLEMENT AGREEMENT, ARBITRAL AWARD OR ADMINISTRATIVE OR JUDICIAL DECISION, INCLUDING FINES, PENALTY PAYMENTS FOR NON-COMPLIANCE AND COSTS BORNE UNDER AN ORDER ISSUED AGAINST **YOU** AND ANY PUNITIVE DAMAGES, EXEMPLARY DAMAGES OR EQUIVALENT;
- ANY CONTRACT, INCLUDING CONTRACTUAL PENALTIES, LIQUIDATED DAMAGES AND PENALTY CLAUSES.

This exclusion does not apply to the lump-sum contractual penalties set out in Section 1.I.A (Lump-sum contractual penalties) of Part 4.

5. Unlawful economic practices/Misleading advertising/Unfair practices

THE INHERENT RISKS OR **DAMAGE** RESULTING FROM:

- **YOUR LIABILITY** BEING INCURRED FOR A PURCHASE, SALE OR SWAP OF OR TRADE IN SHARES, UNITS OR ANY OTHER SECURITIES, ANY MISUSE OF INFORMATION RELATING THERETO, OR ANY NON-COMPLIANCE WITH

THE STATUTORY AND REGULATORY PROVISIONS IN FORCE IN THE STOCK MARKET AND FINANCIAL SECTOR;

- **YOUR LIABILITY BEING INCURRED FOR COMPETITION-RESTRICTING PRACTICES, INCLUDING TRANSPARENT PRICING, CARTELS, ABUSE OF A DOMINANT POSITION AND MERGERS;**
- **YOUR LIABILITY BEING INCURRED FOR YOUR DECLARATIONS, STATEMENTS AND INFORMATION ABOUT YOU SET OUT IN YOUR FINANCIAL STATEMENTS, REPORTS OR FINANCIAL DOCUMENTS AND/OR RELATING TO YOUR FINANCIAL PERFORMANCE;**
- ANY BREACH BY **YOU** OF THE STATUTORY AND REGULATORY PROVISIONS CONCERNING TAX ISSUES, INCLUDING SURCHARGES OR ANY OTHER OBLIGATIONS BORNE BY **YOU**, INCLUDING PAYMENT OF VAT OR ANY OTHER EQUIVALENT TAX;
- ANY BREACH BY **YOU** OF A FIDUCIARY DUTY BINDING ON **YOU**;
- ANY ADVERTISING THAT IS MISLEADING OR DECEPTIVE, AS A WILFUL BREACH OF ARTICLE L. 120-1 OF THE FRENCH CONSUMER CODE [CODE DE LA CONSOMMATION], FOR THE PURPOSES OF THE PROMOTION OF **YOUR BUSINESS ACTIVITIES, DELIVERABLES OR SERVICES.**

*However, we will cover **your defence costs** incurred in the proceedings to determine whether or not there has been a wilful breach of the law, until a court decision or arbitral award is issued against **you**, finding that **you** wilfully breached the law.*

- ACTS OF UNLAWFUL COMPETITION AS A WILFUL BREACH OF ARTICLE L. 120-1 OF THE FRENCH CONSUMER CODE NOT EXPRESSLY INSURED UNDER THE COVER TAKEN OUT (SECTION I.I (COMPLAINTS MADE AGAINST YOU) OF PART 2), INCLUDING:
 - PRACTICES DESIGNED TO DESTABILISE A COMPETITOR, INCLUDING EMPLOYEE POACHING;
 - PRACTICES DESIGNED TO CAUSE GENERAL DISRUPTION IN A MARKET, INCLUDING RESOURCE CONFISCATION.

*However, we will cover **your defence costs** incurred in the proceedings to determine whether or not there has been a wilful breach of the law, until a court decision or arbitral award is issued against **you**, finding that **you** wilfully breached the law.*

6. Complaints between insureds

NON-CONSEQUENTIAL NON-PHYSICAL DAMAGE RESULTING FROM A COMPLAINT BETWEEN INSUREDs.

7. Natural disasters

THE INHERENT RISKS OR **DAMAGE** RESULTING FROM NATURAL DISASTERS, EARTHQUAKES, VOLCANIC ERUPTIONS, TIDAL WAVES, FLOODING, STORMS OR OTHER CATASTROPHES.

8. Acts of violence

THE INHERENT RISKS OR **DAMAGE** RESULTING FROM:

- WARS, ARMED CONFLICT, CIVIL DISORDER OR CONFLICT, INCLUDING RIOTS OR CIVIL UPRISINGS, INDUSTRIAL ACTION, STRIKES OR LOCKOUTS.
- ACTS OR THREATS OF ACTS OF TERRORISM OR SABOTAGE, ISOLATED OR COMMITTED AS PART OF CONCERTED ACTION, INCLUDING THROUGH THE USE OF FORCE OR VIOLENCE, BY ANY PERSON OR GROUP OF PERSONS ACTING ON THEIR OWN BEHALF OR ON BEHALF OF A GOVERNMENT OR PUBLIC AUTHORITY, WHATEVER THE MOTIVE.

9. Nuclear/Electric fields

THE INHERENT RISKS OR **DAMAGE** RESULTING FROM:

- (I) ANY KIND OF NUCLEAR MATTER, REACTION OR RADIATION OR ANY RADIOACTIVE CONTAMINATION;
- (II) ANY **SERVICE** AND/OR **DELIVERABLE** WHICH INCLUDES, INVOLVES OR RELATES, IN ANY MANNER WHATSOEVER, TO ANYTHING DESCRIBED IN POINT (I) ABOVE OR THE STORAGE, RETENTION, DISPOSAL OR DESTRUCTION OF ANYTHING DESCRIBED IN POINT (I) ABOVE;
- (III) ANY WORK CARRIED OUT ON A SITE OR IN A BUILDING WHICH CONTAINS OR AT WHICH IS PROVIDED A **SERVICE** AND/OR A **DELIVERABLE** DESCRIBED IN POINTS (I) AND (II) ABOVE;
- (IV) ANY DEVICE THAT PRODUCES ELECTRICAL OR MAGNETIC FIELDS OR ELECTROMAGNETIC OR IONISING RADIATION.

10.

Pollution/Contamination/Facilities
classified for environmental protection purposes (ICPEs)

THE INHERENT RISKS OR **DAMAGE** RESULTING FROM:

- ANY TYPE OF **POLLUTION** OR CONTAMINATION, INCLUDING THOSE RELATED TO THE **DELIVERABLES** SUPPLIED OR **SERVICES** PROVIDED IN ANY SECTORS THAT COULD GENERATE SUCH RISKS AND **DAMAGE**;

This exclusion does not apply in the event of accidental pollution, as set out in point A.9 (Accidental pollution) of Section II.I (Business Liability) and point B.2 (Accidental pollution) of Section II.II (Employers' Liability) of Part 2.

- ACCIDENTAL OR NON-ACCIDENTAL **POLLUTION** OCCURRING OR SUSTAINED IN THE UNITED STATES OF AMERICA OR CANADA;
- A CHEMICAL, BIOLOGICAL OR BACTERIOLOGICAL REACTION OR CONTAMINATION AND THOSE RELATED TO THE DELIVERABLES SUPPLIED OR SERVICES PROVIDED IN ANY SECTOR THAT COULD GENERATE SUCH RISKS AND **DAMAGE**;

*This exclusion does not apply to food poisoning by beverages or foodstuffs supplied by **you** for **your** own in-house needs, as set out in point A.12 (Food poisoning) of Section II.I (Business Liability) and point B.5 (Food poisoning) of Section II.II (Employers' Liability) of Part 2.*

- A **POLLUTION** OF NATURAL SPACES, RESOURCES AND ENVIRONMENTS, SITES AND LANDSCAPES, ANIMAL AND PLANT SPECIES AND ANY CONSEQUENCES AFFECTING BIOLOGICAL DIVERSITY AND BALANCE TO WHICH THEY CONTRIBUTE;
- FACILITIES CLASSIFIED UNDER FRENCH ENVIRONMENTAL PROTECTION ACT NO. 76-663 OF 19 JULY 1976, IF AN OPERATING AUTHORISATION NEEDS TO BE ISSUED BY THE APPROPRIATE AUTHORITIES FOR SUCH FACILITIES.

11. Cessation of business

THE INHERENT RISKS OR **DAMAGE** RESULTING FROM A TOTAL OR PARTIAL BREACH OF THE UNDERTAKINGS GIVEN BY **YOU**:

- FOLLOWING THE CESSATION OF **YOUR BUSINESS ACTIVITIES** OR THE RELEVANT LINE OF **YOUR BUSINESS ACTIVITIES**;
- RELATED TO A SITUATION OF TECHNICAL INSOLVENCY [CESSATION DES PAIEMENTS], COLLECTIVE INSOLVENCY PROCEEDINGS ISSUED OR FINANCIAL DIFFICULTIES, INCLUDING WHERE THIS IS CAUSED BY A SUSPENSION OR PERMANENT NON-PERFORMANCE OF SUCH UNDERTAKINGS BY **YOUR** SUBCONTRACTORS, DUE TO **YOUR** INABILITY TO SETTLE THE SUMS OWED TO THEM.

12. Ten-year liability

THE INHERENT RISKS OR **DAMAGE** FALLING WITHIN THE SCOPE OF THE TEN-YEAR LIABILITY (ARTICLE 1792 OF THE FRENCH CIVIL CODE [CODE CIVIL]), THE WARRANTIES OF PROPER OPERATION (ARTICLE 1792-3 OF THE FRENCH CIVIL CODE) OR FULL COMPLETION (ARTICLE 1792-6 OF THE FRENCH CIVIL CODE) OR EQUIVALENT LIABILITY OR WARRANTIES UNDER THE TERMS OF FOREIGN REGULATIONS.

13. Mandatory car insurance

THE INHERENT RISKS OR **DAMAGE** FALLING WITHIN THE SCOPE OF THE PROVISIONS OF ARTICLE L. 211-1 OF THE FRENCH INSURANCE CODE RELATING TO MANDATORY CAR INSURANCE OR THE FOREIGN EQUIVALENT, CAUSED BY MOTOR-POWERED LAND VEHICLES OR THEIR TRAILERS OR SEMI-TRAILERS OWNED, IN THE CUSTODY OF OR USED BY THE **INSURED**, INCLUDING DUE TO THEIR ACCESSORIES OR ITEMS CARRIED IN THEM, OF WHATEVER KIND.

14. Motor-powered land vehicles

THE **DAMAGE** CAUSED TO OR BY MOTOR-POWERED LAND VEHICLES NOT EXPRESSLY INSURED UNDER THE COVER SET OUT IN POINTS A.1 (MOTOR-POWERED LAND VEHICLES) AND A.8 (VEHICLES OWNED BY THIRD PARTIES) OF SECTION III.I (BUSINESS LIABILITY) AND POINT B.1 (MOTOR-POWERED LAND VEHICLES) OF SECTION III.II (EMPLOYERS' LIABILITY) OF PART 2.

15. Corporate officers and corporate relationships

THE INHERENT RISKS OR **DAMAGE**:

- FALLING WITHIN THE SCOPE OF THE LIABILITY OF CORPORATE OFFICERS AND EXECUTIVE OFFICERS, WHETHER DE JURE OR DE FACTO, OR THEIR FOREIGN EQUIVALENTS.

- RESULTING FROM **YOUR** LIABILITY BEING INCURRED AS A RESULT OF THE IMPLEMENTATION OR MANAGEMENT OF ANY BENEFIT SCHEMES FOR SALARIED EMPLOYEES, INCLUDING, BUT NOT LIMITED TO, PENSION SCHEMES, HEALTHCARE COSTS AND WELFARE SCHEMES AND STOCK OPTION SCHEMES OR A FAILURE BY **YOU** TO COMPLY WITH THE STATUTORY AND REGULATORY PROVISIONS APPLICABLE TO PENSIONS;
- RESULTING FROM **YOUR** LIABILITY BEING INCURRED THROUGH A BREACH BY **YOU** OF **YOUR** OBLIGATIONS TO **YOUR** EXECUTIVE OFFICERS, CORPORATE OFFICERS, SHAREHOLDERS, DIRECTORS AND/OR SALARIED EMPLOYEES, INCLUDING, BUT NOT LIMITED TO, INSIDER TRADING BY **YOU** OR A BREACH OF THE DUTY OF LOYALTY TO THE COMPANY;
- RESULTING FROM ANY DISPUTE RELATING TO THE CONCLUSION, PERFORMANCE OR END OF ANY CONTRACT OF EMPLOYMENT ENTERED INTO BY **YOU** OR BY ANY PERSON ACTING ON **YOUR** BEHALF FOR **YOUR** IN-HOUSE NEEDS, INCLUDING DISCRIMINATION AND HARASSMENT CASES.

16. Gambling

THE INHERENT RISKS OR **DAMAGE** RESULTING FROM THE OPERATION OF GAMES OF CHANCE OR CASINO OR BETTING GAMES.

17. Medical liability

THE INHERENT RISKS OR **DAMAGE** RELATING TO MEDICAL CIVIL LIABILITY, AS DEFINED, IN PARTICULAR, IN ARTICLE L. 1142-2 OF THE FRENCH PUBLIC HEALTH CODE [CODE DE LA SANTÉ PUBLIQUE], FOR WHICH INSURANCE IS MANDATORY.

18. Medical devices

THE **DAMAGE** CAUSED BY ANY MEDICAL PRODUCT OR DEVICE, AS DEFINED, IN PARTICULAR, IN ARTICLES L. 5111-1 AND L. 5211-1 OF THE FRENCH PUBLIC HEALTH CODE.

19. Illegal collection and processing of personal data/Spamming

THE INHERENT RISKS OR **DAMAGE** RESULTING FROM A VIOLATION OF THE STATUTORY OR REGULATORY PROVISIONS PROTECTING DATA IF:

- **YOU** OR ANYONE ACTING ON **YOUR** BEHALF COLLECTS AND/OR PROCESSES PERSONAL DATA;
- **YOU** OR ANYONE ACTING ON **YOUR** BEHALF SENDS SALES AND/OR MARKETING COMMUNICATIONS BY EMAIL, TELEPHONE, FAX AND/OR AUTOMATIC CALLING MACHINES WITHOUT FIRST HAVING OBTAINED THE CONSENT OF THE RECIPIENT.

20. Tobacco

THE INHERENT RISKS OR **DAMAGE**:

- CONNECTED TO **SERVICES** PROVIDED AND/OR **DELIVERABLES** SUPPLIED FOR THE PROCESSING, DESIGN, MANUFACTURING, DISTRIBUTION OR PROMOTION OF TOBACCO OR TOBACCO PRODUCTS OR THEIR PACKAGING OR LABELLING;
- RESULTING FROM TOBACCO USE.

21. Personal civil liability of subcontractors	THE INHERENT RISKS OR DAMAGE RESULTING FROM THE PERSONAL CIVIL LIABILITY OF YOUR SUBCONTRACTORS .
22. Embezzlement	THE INHERENT RISKS OR DAMAGE RESULTING FROM ANY MISMANAGEMENT, LOSS, THEFT OR EMBEZZLEMENT OF FUNDS ENTRUSTED TO THE WORKS COUNCIL, THE SOCIAL AND ECONOMIC COMMITTEE OR THE WORKS COMMITTEE OR ITS MEMBERS, WHETHER PERFORMED DIRECTLY BY THEM OR THROUGH A THIRD PARTY, ON THEIR OWN BEHALF OR ON BEHALF OF OTHERS.
23. Regulated professions	THE INHERENT RISKS OR DAMAGE RESULTING FROM THE PRACTICE OF A REGULATED PROFESSION FOR WHICH INSURANCE IS MANDATORY.
24. Patents in the United States of America and Canada	UNDER THE COVER FOR DAMAGE RESULTING FROM INFRINGEMENTS OF PATENTS <ul style="list-style-type: none">• THE COMPLAINTS BROUGHT BEFORE ANY COURT AND/OR ANY ADMINISTRATIVE, JUDICIAL OR ARBITRAL AUTHORITY LOCATED IN THE USA AND/OR CANADA (AND/OR IN THEIR TERRITORIES OR POSSESSIONS); AND/OR• THE COMPLAINTS FALLING WITHIN THE SCOPE OF THE LAWS IN FORCE IN THE USA AND/OR CANADA.
Section II - Specific insurance exclusions applicable to Professional Civil Liability in the IT and Digital Sector	
25. Supplying utilities	THE RISKS OR DAMAGE CAUSED BY ANY THIRD-PARTY SUPPLIER OR PROVIDER DUE TO THE MALFUNCTION, INTERRUPTION OR NON-COMPLIANCE OF ITS SERVICES, TO THE EXTENT THAT THEY INVOLVE: <ul style="list-style-type: none">• THE PROVISION OF INTERNET ACCESS OR TELECOMMUNICATION NETWORKS, AND/OR• THE SUPPLY OR LOAN OF PREMISES, TECHNICAL INFRASTRUCTURE OR IT RESOURCES OR CAPACITY FOR THE STORAGE OF AND/OR ACCESS TO DATA OR PROGRAMMES, AND/OR• THE SUPPLY OF WATER, ELECTRICITY OR POWER. <p><i>Nevertheless, the exclusion does not apply within the limit of the effective remedies that remain available to you against the third party liable for the damage.</i></p>
26. Undertakings contrary to the law	THE INHERENT RISKS OR DAMAGE RESULTING FROM CONTRACTUAL UNDERTAKINGS CONTRARY TO THE STATUTORY OR REGULATORY PROVISIONS IN FORCE.
27. Unfair termination of a contract	THE INHERENT RISKS OR DAMAGE RESULTING FROM A UNILATERAL DECISION BY YOU TO UNFAIRLY STOP, INTERRUPT OR SUSPEND:

- THE PROVISION OF A **SERVICE** AND/OR SUPPLY OF A **DELIVERABLE** IN THE COURSE OF **YOUR BUSINESS ACTIVITIES** OR FOR A **CUSTOMER** WHO HAS PERFORMED THE CONTRACTUAL OBLIGATIONS BINDING ON THE **CUSTOMER**; OR
- ANY BUSINESS RELATIONSHIP WITH A **CUSTOMER** WHO HAS PERFORMED THE CONTRACTUAL OBLIGATIONS BINDING ON THE **CUSTOMER**; OR
- THE PAYMENT OF INVOICES ISSUED BY YOUR **SUBCONTRACTORS**, **SUPPLIERS** OR **BUSINESS PARTNERS**.

28. Aeronautics/Aerospace

THE INHERENT RISKS OR **DAMAGE** RESULTING FROM THE PROVISION OF **SERVICES** AND/OR SUPPLY OF **DELIVERABLES** IN THE AERONAUTICAL OR SPACE SECTOR, WHENEVER THE **SERVICES** AND/OR **DELIVERABLES** HELP WITH AERONAUTICAL OR SPACE NAVIGATION.

SECTION III - Specific insurance exclusions applicable to the enhanced "Avantages Plus" cover

29. Salary and pay of a **key person**

ALL SALARIES AND OTHER PAY COMPONENTS OF A **KEY PERSON**.

30. Embezzlement by an **employee**, on the instructions of the **insured**

FINANCIAL LOSSES RESULTING FROM AN EMBEZZLEMENT OF FUNDS BY ONE OF **YOUR EMPLOYEES** ON YOUR INSTRUCTIONS OR ALLOWED BY **YOU** ARE EXCLUDED FROM THE **POLICY**.

SECTION IV – Specific insurance exclusions applicable to Business/Employers' Liability Insurance

31. Professional Liability Insurance

THE INHERENT RISKS OR **DAMAGE** UNDER SECTION I (PROFESSIONAL CIVIL LIABILITY) OF PART 2.

32. Waterborne, railway or airborne vessels

THE **DAMAGE** CAUSED TO OR BY OR RESULTING FROM THE OWNERSHIP, OPERATION, CUSTODY, USE OR MAINTENANCE OF ANY AEROPLANE OR ANY OTHER VEHICLES OR WATERBORNE, RAILWAY OR AIRBORNE VESSELS.

33. Tenants' risks for periods exceeding three months

THE INHERENT RISKS OR **DAMAGE** RESULTING FROM A FIRE AND/OR AN ELECTRICAL MALFUNCTION AND/OR WATER OR LIQUID LEAKING AND/OR AN EXPLOSION ORIGINATING IN THE PREMISES, FIXED FACILITIES OR APPURTENANCES OWNED, RENTED OR OCCUPIED BY YOU FOR MORE THAN THREE CONSECUTIVE MONTHS.

34. Any damage to movable property

THE **DAMAGE** CAUSED TO MOVABLE PROPERTY OWNED OR LEASED BY OR LENT TO **YOU**.

35. Offshore platforms

THE **DAMAGE** CAUSED BY OR TO ANY OF **YOUR EMPLOYEES** ON AN OFFSHORE PLATFORM, OCCURRING BETWEEN THE TIME THEY BOARDED ANY MEANS OF TRANSPORT LEAVING THE PLATFORM AND THE TIME THEY ARRIVED ONSHORE.

36. Gross negligence [faute inexcusable]	<ul style="list-style-type: none">• THE DAMAGE CAUSED BY YOUR GROSS NEGLIGENCE, IN CASES WHERE ACTION HAS PREVIOUSLY BEEN TAKEN AGAINST YOU FOR BREACHING THE PROVISIONS OF THE FRENCH EMPLOYMENT CODE [CODE DU TRAVAIL] GOVERNING HEALTH AND SAFETY AND WORKING CONDITIONS AND THE CORRESPONDING IMPLEMENTING LEGISLATION, BUT YOUR LEGAL REPRESENTATIVES INTENTIONALLY DECIDED NOT TO TAKE THE STEPS ORDERED TO ENSURE COMPLIANCE WITHIN THE TIMES PRESCRIBED BY THE COMPETENT AUTHORITY.• UNDER THE "EMPLOYERS' LIABILITY" COVER (SECTION II.II OF PART 2), THE ADDITIONAL CONTRIBUTIONS PROVIDED FOR IN ARTICLE L. 242-7 OF THE FRENCH SOCIAL SECURITY CODE.
37. Sports, leisure activities, childcare and trips	THE INHERENT RISKS OR DAMAGE RESULTING FROM THE ORGANISATION AND/OR IMPLEMENTATION OF SPORTS, HOLIDAY CAMPS, DAY-CARE CENTRES OR CHILDCARE CENTRES, TRIPS AND/OR HOLIDAYS OR ANY OTHER SIMILAR ACTIVITIES, PROVIDED THAT INSURANCE IS MANDATORY FOR THOSE ACTIVITIES, INCLUDING ANY SERVICES THAT MAY BE PROVIDED IN CONNECTION WITH THE ABOVE (IN PARTICULAR BOOKING ACCOMMODATION, ISSUING TRANSPORT TICKETS OR ACCOMMODATION OR CATERING VOUCHERS AND GUIDED TOURS).
38. Asbestos	INHERENT RISKS OR DAMAGE RESULTING FROM (I) MINING, OPERATIONS, PROCESSING, MANUFACTURING, USING, TESTING, OWNING, SELLING OR REMOVING ASBESTOS, ASBESTOS FIBRES OR MATERIALS CONTAINING ASBESTOS, OR (II) EXPOSURE TO ASBESTOS, ASBESTOS FIBRES OR MATERIALS CONTAINING ASBESTOS, OR (III) ERRORS OR OMISSIONS IN THE CONTROL, INSTRUCTIONS, RECOMMENDATIONS, NOTICES, WARNINGS OR ADVICE GIVEN OR WHICH SHOULD HAVE BEEN GIVEN IN RELATION TO ASBESTOS, ASBESTOS FIBRES OR MATERIALS CONTAINING ASBESTOS.
39. Non-registration with the French Social Security Scheme	THE DAMAGE RESULTING FROM ACCIDENTS, ILLNESSES OR DISEASES CONTRACTED BY ONE OF YOUR EMPLOYEES NOT REGISTERED WITH A FRENCH SOCIAL WELFARE SCHEME.
40. Payment instruments and items, jewellery and identity documents	THE DAMAGE RESULTING FROM ANY DETERIORATION, DISAPPEARANCE OR THEFT OF CASH OR BANKNOTES, CHEQUES (BANK OR POST OFFICE ACCOUNT), PAYMENT OR CREDIT CARDS OR ANY PAYMENT INSTRUMENTS OR ITEMS, WATCHES AND JEWELLERY, IDENTITY CARDS, PASSPORTS OR DRIVING LICENCES.
41. External business events in the United States or Canada	<p>IN CONNECTION WITH YOUR PARTICIPATION OR THE PARTICIPATION OF YOUR EMPLOYEES IN EXTERNAL BUSINESS EVENTS IN THE UNITED STATES OR CANADA IN THE CIRCUMSTANCES SET OUT ABOVE:</p> <ul style="list-style-type: none">• ANY COMPLAINTS BASED ON OR ARISING FROM ANY ACTUAL OR ALLEGED VIOLATION OF (i) THE AMERICAN LAW RELATING TO MAFIA ORGANISATIONS UNDER THE RACKETEER INFLUENCED AND CORRUPT ORGANISATIONS ACT (18 USC SECTIONS 1961 ET SEQ.) OR ANY AMENDMENT TO THAT ACT, AND (ii) ANY RELATED REGULATIONS; AND/OR• ANY COMPLAINTS BASED ON OR ARISING FROM ANY ACTUAL OR ALLEGED VIOLATION OF (i) THE AMERICAN LAW RELATING TO FINANCIAL

MARKETS UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES EXCHANGE ACT OF 1934, OR ANY AMENDMENT MADE TO THOSE ACTS, AND (ii) ANY REGULATIONS ISSUED BY THE SECURITY EXCHANGE COMMISSION RELATING TO TRANSACTIONS INVOLVING SECURITIES; AND/OR

- ANY **COMPLAINTS** BASED ON OR ARISING FROM ANY ACTUAL OR ALLEGED VIOLATION OF (i) THE AMERICAN LAW RELATING TO THE PENSION SYSTEM UNDER THE EMPLOYMENT RETIREMENT INCOME SECURITY ACT OF 1974 OR ANY AMENDMENT TO THAT ACT, AND (ii) ANY RELATED REGULATIONS; AND/OR
- ANY OFFICIAL ACTION OR INVESTIGATION BY OR AT THE DIRECTION OR ORDER OF ANY LOCAL FEDERAL AGENCY OR GOVERNMENTAL AUTHORITY IN THE UNITED STATES OF AMERICA OR CANADA.

FREE TRANSLATION WITH NO
CHARGE

Part 4 - Compensation and management of the policy

Section I - Compensation guide

I. What we compensate

A. Complaints made against **you**

Amount payable under a settlement agreement 1. **We** will cover, within the limits of the cover and with **our** prior express consent, the amount to be paid following an out-of-court negotiation, mediation or any other form of alternative dispute resolution to reach a settlement for a **loss** in a settlement agreement, within the meaning of Article 2044 et seq. of the French Civil Code.

Damages 2. **We** will cover, within the limits of the cover, the amounts referred to in any enforceable court decision ordering **you** to pay damages, the discretionary costs incurred by the opposing party and the court costs.

Defence costs 3. **We** will cover, after the final out-of-court or judicial resolution of the **complaint**, **your defence costs** incurred with **our** prior written consent, in the form of a reimbursement of the amount, excluding tax, and within the limits of the cover.

If requested by **you** in writing, we may reimburse **your defence costs** before the final out-of-court or judicial resolution of the **complaint**.

Additional and corrective costs 4. **We** will cover **additional and corrective costs**, in the form of a reimbursement of their amount, excluding tax, and within the limits of the cover, with **our** prior written consent and on production of supporting documents.

Lump-sum contractual penalties 5. **We** will cover, within the limits of the cover, the lump-sum contractual penalties constituting a full discharge, with the exclusion of service level credits, if the amount of the penalties is agreed in the **contract** before its performance commences and if **we** deem them to correspond to a reasonable estimate of the damages that could be claimed from **you** in legal proceedings if the penalty clause had not been inserted in the **contract**.

Service refunds 7. **We** will cover the price refunds to **your customer** who initiated the **complaint**.

Cost of attending a hearing 8. If, for an insured **loss**, **you** need to attend court, **we** will cover **your** costs and those incurred by your **employees** whenever **our** lawyer or **our** loss adjuster asks **you** to be present in court, on production of supporting documents and within the following limits:

- for any legal representative of the **insured**: up to €500 per day;
- for any salaried employee of the **insured**: up to €250 per day;
- for any other **employee** of the **insured**: up to €200 per day.

Declaratory relief 9. If **you** take the legal action provided for in point L (Declaratory relief) of Section I.I of Part 2 of the **policy**, **we** will cover, after deducting the **excess**, the legal fees incurred by **you** to take **your** legal action.

This will take the form of a reimbursement of the amount of fees paid by **you**, on the basis of the relevant supporting documents.

B. Damage caused to you For the cover provided for in Section II (Enhanced "Avantages Plus" cover) of Part 2 of the **policy**, **we** will cover, up to the applicable **cover sub-limit** and after deducting the **excess**:

Costs

1. the amount, excluding tax, of the costs incurred to restore **your** documents or **your** website or **your** reputation, in the form of a reimbursement on production of an invoice and up to the applicable **cover sub-limit**, provided that the said costs:
 - are incurred by **you** for **damage** as referred to in Section II (Enhanced "Avantages Plus" cover) of Part 2; and
 - relate to services provided by a **third party** at **your** request solely for the purpose of the insured restoration; and
 - **we** gave **our** prior written consent after submission of a quote.

Project costs

2. for a loss covered under points A and B of Section I.I of Part 2 of the **policy**, the sums invested by **you** and the salaries paid by **you** to **your employees** for the purposes of the **contract** signed by **you** with **your customer**, that **you** continue to bear following the decision taken by **your customer** to discontinue the said **contract**.

This will take the form of a reimbursement of the sums invested and salaries paid by **you**, on the basis of the relevant supporting documents, after deducting **your** margin and any taxes, levies, deductions and interest payable on the said amount.

II. Compensation terms and conditions

A. How much compensation will you receive? The **cover limits**, **cover sub-limits** and **excesses** applicable to the **policy** are set out in **your** Specific Terms and Conditions.

In the event of a **loss**, we will pay out compensation for **damage** up to the applicable **cover limit** or **cover sub-limit**, in line with the cover applicable to the **loss**, after deducting the applicable **excess**.

1. The applicable **cover limit** represents the maximum amount we may be liable to pay out under the **policy**, including **defence costs**, for a single **loss** or for multiple **losses** caused by the same **insured event**, along with, where applicable, any other payment that may be owed under the **policy** taken out, subject to any conflicting provisions in **your** Specific Terms and Conditions.
2. If a **cover sub-limit** applies for the cover, **we** will pay out compensation on the terms set out above, up to the amount of the **cover sub-limit**. **Cover sub-limits** are fully incorporated into the applicable **cover limit**. They replace it and may not be treated as applying in addition to it, in any circumstances whatsoever.
3. If the applicable **cover limit** applies per **period of insurance**, it is reduced and exhausted by any payment of compensation, agreed out of court or by a court of law, without being automatically reset after the **loss**. If the **cover limit** is reached for a

period of insurance, **we** reserve the right to jointly negotiate the terms, including financial terms, to allow it to be reset.

4. If **you** file an insurance claim for a **loss**, **we** may at any time decide to pay **you** the amount of the applicable **cover limit** or **cover sub-limit**, or the remaining amount after any payment previously made by **us** for that **loss** and/or any **loss** that occurred during the same **period of insurance**.
5. **We** will pay, up to the applicable **cover limit**, the **defence costs** incurred prior to the date of **our** payment. Thereafter, **we** will cease to have any obligation to provide cover or liability for the **loss** or **your defence costs** connected thereto.

B. Multiple losses

1. For the purposes of the **policy**, all **complaints** made against **you** following the same **insured event**, and all the resulting financial consequences, constitute one and the same **loss**, whenever they may occur. In such a case, the compensation owed for the **loss** will be paid up to the applicable **cover limit** for the **period of insurance** of the first **complaint**.
2. For the purposes of the **policy**, all **damage** caused to **you** by the same **insured event** constitutes one and the same **loss**. In such a case, the compensation owed for the **loss** will be paid up to the applicable **cover sub-limit** for the **period of insurance** in which the **insured event** occurred.
3. The "Professional Civil Liability" cover and enhanced "Avantages Plus" cover (Sections I and II of Part 2 of the **policy**) are separate types of cover. Accordingly, any **excess** and any **cover limit** or **cover sub-limit** applicable if the two types of cover are triggered, following the occurrence of the same **insured event**, will apply for each of them.
4. The Professional Civil Liability cover (Section I of Part 2) and Business/Employers' Liability cover (Section II of Part 2) are separate types of cover. Accordingly, compensation can only be paid out for one and the same **loss** under one of the two types of cover and they may not be combined.

C. Multiple insureds

If there are multiple **insureds**, the amount of compensation to be paid out by **us** may not exceed the amount payable for one single **insured**.

D. Economic sanctions

ALL THE COVER PROVIDED UNDER THIS **POLICY** WILL BE VOID IF THE COVER AND/OR ANY ACTIVITY IS IN BREACH OF ANY APPLICABLE STATUTORY OR REGULATORY PROVISION RELATING TO ECONOMIC OR TRADE SANCTIONS IMPOSED BY THE UNITED NATIONS, THE EUROPEAN UNION AND/OR ANY OTHER STATE.

III. Your insurance claims

A. Filing an insurance claim for a **loss**

As soon as **you** become aware of a **loss**, **you** must:

1. check the General Terms and Conditions and Specific Terms and Conditions to determine whether any potential **damage** is covered under the **policy**.
2. ensure that all **your** obligations under the **policy** are fulfilled.

3. file an insurance claim with **us** for the **loss** by registered post with acknowledgement of receipt or in person at the **insurer's** head office in return for a receipt:
 - within **60 days** of becoming aware of the **loss for losses** in the form of a **complaint** made against **you**;
 - within **5 days** of becoming aware of the **loss for losses** in the form of **damage** caused to **you**.

IF YOU FAIL TO FILE AN INSURANCE CLAIM FOR THE **LOSS** OR FILE IT LATE, AND THIS IS NOT ATTRIBUTABLE TO A FORTUITOUS OR FORCE MAJEURE EVENT, **YOUR** RIGHT TO INSURANCE COVER COULD BE FORFEITED, IN WHOLE OR IN PART, IF THIS BREACH CAUSED **US** HARM (ARTICLE L. 113-2 OF THE FRENCH INSURANCE CODE).

4. provide **us** with all the details relating to how the **loss** occurred, **including**:
 - **your** reference and the number of the relevant insurance contract;
 - a description of the **complaint** or **damage**;
 - any notice, letter, notice to attend, summons to appear before a court or, more generally, any judicial or extra-judicial instrument or court filing that has been received by or served on **you** in connection with the **complaint** or **damage**, as soon as it is received.
5. inform **us** of anything **you** may discover suggesting that one of **your employees** has acted in a deceitful or dishonest way.
6. lodge a criminal complaint within 24 hours of the occurrence of the **insured event** if it constitutes or could constitute a criminal offence and provide **us** with a copy of **your** criminal complaint when **you** file an insurance claim for the **loss**.

IF YOU FAIL TO PROVIDE US WITH THE CRIMINAL COMPLAINT LODGED, WE MAY REFUSE TO GRANT COVER.

7. provide **us** with any information concerning any other insurance that **you** may have taken out that could potentially cover the same risk.

B. Filing an insurance claim as a protective measure before a loss

As soon as **you** become aware of an **insured event** that could trigger a **complaint** against **you**, **you** may file an insurance claim with **us** based on the occurrence of the **insured event**.

Your insurance claim may be filed with **us** as soon as possible during the **period of insurance** and must contain, to the extent possible, a description of how the **insured event** occurred, including the potential claimant(s), potential liability, potential claims for compensation and any other relevant information that **we** may request from **you**.

Any subsequent **complaint** **you** may notify to **us** relating to the same **insured event** will be deemed to have been reported on the date of the insurance claim filed for the said **insured event**, even if the **complaint** is made after the end of the **period of insurance**.

IV. Managing losses

A. Leading the proceedings

We have the right, but not the obligation, to lead the investigations, out-of-court settlement or your defence in the arbitration or judicial proceedings following a **loss** covered by the **policy**.

If we deem it necessary, we may appoint a loss adjuster, a lawyer or any other person who may be best placed to manage the **loss**. We may, but are under no obligation to, appoint your preferred lawyer, provided that such lawyer accepts pricing conditions that do not exceed those practised by our own lawyer and only for the services performed with our prior written consent.

IF YOU INTERFERE IN THE PROCEEDINGS THAT WE HAVE DECIDED TO LEAD, WHEN YOU HAD NO INTEREST IN DOING SO, WITHIN THE MEANING OF ARTICLE L. 113-17 OF THE FRENCH INSURANCE CODE, YOU WILL FORFEIT YOUR RIGHT TO INSURANCE COVER.

B. Corrective action

As soon as you become aware of an **insured event** that could trigger corrective action, you must take such steps as are necessary to rectify or cure it, at your own expense, in particular with respect to any failings or deficiencies concerning the undertakings given or a statutory obligation.

IF YOU BREACH THE OBLIGATION TO TAKE CORRECTION ACTION SET OUT ABOVE AND THIS IS NOT ATTRIBUTABLE TO A FORTUITOUS OR FORCE MAJEURE EVENT, YOUR RIGHT TO INSURANCE COVER COULD BE FORFEITED, IN WHOLE OR IN PART, IF THIS BREACH CAUSED US HARM.

C. Duty to assist

After an insurance claim has been filed for the **loss**, you will remain bound by a duty to assist us under which you must, in particular:

- provide us and our loss adjuster and/or lawyer, at your own expense, with any information, papers or documents that we may request and cooperate with us and our loss adjuster to investigate the **loss**;
- allow us and our loss adjuster and/or lawyer to conduct an on-site inspection of the **damage** and approve in advance the cost of any works;
- take any steps we propose to avoid, minimise and reach an out-of-court settlement for the **loss** or to conduct your defence.

IF YOU ARE IN BREACH OF THE DUTY TO ASSIST, YOUR RIGHT TO INSURANCE COVER WILL BE FORFEITED, UNLESS THE BREACH WAS MERELY A FAILURE TO PROVIDE DOCUMENTS ON TIME; IN SUCH A CASE, YOU WILL BE LIABLE TO PAY A PENALTY PROPORTIONATE TO THE DAMAGE CAUSED TO US BY THE LATE PROVISION OF THE DOCUMENTS (ARTICLE L. 113-11 OF THE FRENCH INSURANCE CODE).

D. Your relationship with third parties

You must immediately inform us of any request or offer for an out-of-court settlement. None of the cover will apply if, in the event of a **loss**, you admit your liability when dealing with any third party or make an offer, negotiate with or pay the third party directly without our prior written consent.

NO EXPRESS OR IMPLIED ADMISSION OF LIABILITY OR SETTLEMENT THAT TAKES PLACE WITHOUT **OUR** INVOLVEMENT WILL BE ENFORCEABLE AGAINST **US** (ARTICLE L. 124-2 OF THE FRENCH INSURANCE CODE).

E. Your relationship with **us** in the event of a settlement offer

In the event that **you/we** receive an offer to settle the matter for a **loss** that **we** wish to accept, but it is refused by **you**, **our** cover will be limited to paying **your defence costs** incurred up to the date of the refusal or the expiry of the settlement offer, as well as paying, after deducting the **excess**, compensation that may not exceed the amount of the settlement offer that was refused or had expired.

In the event of direct proceedings against us by the third party, **we** may ask **you** to reimburse the sum **we** may have to pay to the third party in excess of the refused or expired settlement offer.

If the amount of the settlement offer was higher than the applicable **cover limit** or **cover sub-limit**, **we** may decide to pay **you** the amount of the **cover limit** or the **cover sub-limit**, after deducting the **excess**, even before the end of the dispute, provided that **you** expressly waive any right of recourse against **us** for the **loss**.

In return for that waiver of rights of recourse, and if the dispute is ultimately resolved for a lower amount than the sum paid to **you**, **we** waive the right to claim any reimbursement from **you**.

F. Unpaid amounts owed to you

If, for a **loss** or an **insured event** covered by the **policy**, **your customer** refuses to pay all or part of the sums invoiced by **you** and threatens to issue proceedings against **you** for an amount that is higher than the amount owed to **you**, **we** may, if **we** deem that **your** waiver of debt could avoid a higher amount being awarded, decide to pay **you**, up to the applicable **cover limit** or **cover sub-limit**, all or part of the amount owed to **you** by **your customer**, after deducting the **excess** along with **your** margin and the taxes, levies, deductions and interest payable on the said amount.

That cover only applies, in theory, if the parties sign a settlement agreement within the meaning of Article 2044 et seq. of the French Civil Code or its equivalent in a foreign country.

However, if **we** agree to implement that cover for **you** even though no settlement agreement has been signed and the **third party** subsequently obtains an award against **you** for the **loss**, **our** liability for **your defence costs** and the damages awarded against **you** will be reduced by the amount already paid.

G. Subrogation

If the **damage** is attributable to a third party, **you** must safeguard any right of recourse **we** may wish to exercise against such a person, including by assisting **us** in bringing the necessary legal proceedings.

We will be subrogated to **your** rights and remedies against the third party up to the amount of the compensation paid by **us**.

If, through **your** actions, it is not possible for **us** to be subrogated, **we** will be released from **our** insurance obligation to **you**, in whole or in part (Article L. 121-12 of the French Insurance Code).

Section II - Management of the policy

I. The information you provide

A. Insurance declarations

The **policy** is drawn up based on **your** declarations, both in terms of the needs when the **policy** is first taken out and during the **period of insurance**, and the premium is calculated accordingly. All those declarations made for the **policy**, whether in the initial insurance questionnaire or any other document subsequently provided, form an integral part of the **policy**.

IN THE EVENT OF ANY INTENTIONAL FAILURE TO DISCLOSE INFORMATION OR FALSE DECLARATION OR ANY OMISSION OR INACCURACY IN THE DECLARATIONS:

- THE **POLICY** WILL BE NULL AND VOID IF ACTING IN BAD FAITH (ARTICLE L. 113-8 OF THE FRENCH INSURANCE CODE);
- THE COMPENSATION PAYABLE WILL BE REDUCED IF ACTING IN GOOD FAITH, IN PROPORTION TO THE AMOUNT OF THE PREMIUMS PAID AS COMPARED TO THE PREMIUMS THAT WOULD HAVE BEEN PAYABLE HAD THE RISK BEEN FULLY AND ACCURATELY DECLARED (ARTICLE L. 113-9 OF THE FRENCH INSURANCE CODE).

B. Annual declaration of the base used to calculate the premium

The amount of the premium may be adjusted for each **period of insurance** following the first period of validity of the contract if there are changes to **your business activities** and/or if **your** turnover declared for the previous **period of insurance** increases (or reduces) by 20% or more of the turnover declared in the most recent Specific Terms and Conditions.

We must be informed of any changes to **your business activities** and/or increase in **your** turnover of more than 20% compared to the declaration made during the relevant **period of insurance**, in order to calculate the premium for the next **period of insurance**, within the 30-day period preceding the end of the relevant **period of insurance**.

We may check such declarations. To that end, **you** must meet with any person instructed by **us** and prove the accuracy of **your** declarations using any documents in **your** possession.

WITHOUT PREJUDICE TO THE SANCTIONS APPLICABLE UNDER ARTICLES L. 113-8 AND L. 113-9 OF THE FRENCH INSURANCE CODE (SEE ABOVE, IN THE "INSURANCE DECLARATIONS" SECTION), IF THERE IS AN ERROR OR OMISSION IN THE DECLARATIONS USED TO CALCULATE THE PREMIUM, THE POLICYHOLDER SHALL PAY, IN ADDITION TO THE PREMIUM, A PENALTY EQUAL TO 50% OF THE OMITTED PREMIUM.

IF THE ERRORS OR OMISSIONS ARE FRAUDULENT DUE TO THEIR NATURE, SIGNIFICANCE OR REPETITION, **WE** MAY DEMAND A REFUND OF THE COMPENSATION PAID OUT, IN ADDITION TO THE OBLIGATION TO PAY THE PENALTY PROVIDED FOR ABOVE.

C. Change in risk

Any new circumstances arising during the **period of insurance** rendering the declarations of risk made before taking out the **policy** inaccurate or void must be notified to **us** by registered post within **15 days** of becoming aware of them.

IF YOU SEND THE NOTICE LATE, AND THIS IS NOT ATTRIBUTABLE TO A FORTUITOUS OR FORCE MAJEURE EVENT, **YOUR** RIGHT TO INSURANCE COVER COULD BE FORFEITED, IN WHOLE OR IN PART, IF THIS BREACH CAUSED **US** HARM (ARTICLE L. 113-2 OF THE FRENCH INSURANCE CODE).

IF THE NEW CIRCUMSTANCES DECLARED BY THE **INSURED** INCREASE THE RISK (ARTICLE L. 113-4 OF THE FRENCH INSURANCE CODE), **WE** MAY:

- AUTOMATICALLY CANCEL THE **POLICY**, BY GIVING **10 DAYS'** PRIOR NOTICE. IN SUCH A CASE, **WE** WILL REFUND THE FRACTION OF THE PREMIUM RELATING TO THE **PERIOD OF INSURANCE** FOR WHICH THE RISK IS NOT COVERED; OR
- PROPOSE A NEW PREMIUM AMOUNT. IN SUCH A CASE, AND IF NO RESPONSE IS RECEIVED FROM THE POLICYHOLDER OR THE PROPOSAL IS EXPRESSLY REFUSED WITHIN **30 DAYS** OF THE SUBMISSION OF THE PROPOSAL, **WE** MAY AUTOMATICALLY CANCEL THE **POLICY**.

If the risk is reduced (Article L. 113-4 of the French Insurance Code), the policyholder will be entitled to request a reduction in the premium payable. If **we** do not consent, the policyholder may give notice to cancel the **policy**. In such a case, the cancellation will take effect **30 days** after the notice of cancellation and **we** will refund the fraction of the premium for the **period of insurance** for which the risk is not covered.

II. General policy-related provisions

A. Premiums

You are required to pay the insurance premium set in the Specific Terms and Conditions, which consists of an overall lump sum, payable in advance, which may be revised each time it is renewed.

The premium is calculated based on **your business activities** and/or annual turnover, as set out in the Specific Terms and Conditions. Turnover means the amount, excluding tax, of the sums paid or owed by **your customers** for transactions performed in the course of the insured **business activities**, as invoiced during the period in question. The turnover used as a reference to calculate the first premium is that declared for the last financial year. For new businesses, the calculation base for the premium will be the projected turnover.

IF A PREMIUM, A SUPPLEMENT OR A PREMIUM INSTALMENT IS NOT PAID WITHIN **10 DAYS** OF ITS DUE DATE, **WE** MAY, WITHOUT WAIVING THE PREMIUM **YOU** OWE AND

IN ACCORDANCE WITH THE PROVISIONS SET OUT IN ARTICLE L. 113-3 OF THE FRENCH INSURANCE CODE:

- SUSPEND THE COVER **30 DAYS** AFTER GIVING FORMAL NOTICE TO PAY;
- CANCEL THE **POLICY 10 DAYS** AFTER THE END OF THE PERIOD OF **30 DAYS** REFERRED TO ABOVE.

IF WE ACCEPT TO SPLIT THE PREMIUM, THE REMAINING SUMS DUE WILL BECOME IMMEDIATELY DUE AND PAYABLE IN THE EVENT OF A **LOSS**, A SUSPENSION OF COVER OR A FAILURE TO PAY A PREMIUM INSTALMENT ON ITS DUE DATE.

B. Application of cover over time under **your** Professional civil liability, for **complaints** made against **you**

The cover automatically applies to the financial consequences of **complaints** notified to the **insurer** during the **period of insurance**, excluding any periods of suspension of cover, as well as during an **extended reporting period** of five years from the date of the cancellation or expiry of the **policy** or if a type of cover is removed, **UNLESS THE POLICY IS CANCELLED FOR A FAILURE TO PAY THE PREMIUM.**

The cover triggered by the **complaint** covers the **insured** against the financial consequences of **losses**, provided that the **insured event** occurs before the cancellation or expiry of the cover and provided that the **first complaint** is sent to the **insured** or the **insurer** between the initial effective date of the cover and the expiry of the extended reporting period after its cancellation or expiry, excluding any periods of suspension of the cover, regardless of the date of the other components of the **losses**.

Nevertheless, the coverage only covers **losses** when the **insured event** was known by the **insured** after the cancellation or expiry date if, at the time the **insured** became aware of this **insured event**, such coverage had not been renewed or was renewed based on the **insured event** being triggered.

The **insurer** will not cover the **insured** against the financial consequences of **losses** if it can establish that the **insured** was aware of the **insured event** on the date the cover was taken out.

The cover limit applicable for the cover triggered during the extended reporting period is unique for the entire period and may not be lower than the cover limit for the cover triggered during the year preceding the date of its cancellation or expiry. This principle is also valid when there is more than one beneficiary under the **policy**.

The terms of application of the cover over time are set out in the information leaflet provided before the **policy** is taken out, in accordance with the regulations in force. The information leaflet describes how the cover triggered by the **insured event** applies over time, how the cover triggered by a **complaint** applies over time and the consequences of successive contracts with different triggering provisions.

C. Effective date, term and renewal of the **policy**

The **policy** takes effect on the date set in **your Specific Terms and Conditions**, provided that the premium set in those terms and conditions has been paid, a duly signed, initialled copy of **your Specific Terms and Conditions** has been received and the cooling-off period has expired, if the **policy** is sold at a distance or off-premises, unless the policyholder expressly requests otherwise.

Unless otherwise provided in **your Specific Terms and Conditions**, **THE POLICY IS ENTERED INTO FOR A TERM OF ONE (1) YEAR** from the first annual renewal date following the effective date set in **your Specific Terms and Conditions**.

At the end of its initial term, **THE POLICY WILL BE AUTOMATICALLY RENEWED FOR A TERM OF ONE (1) YEAR**, unless otherwise provided in **your Specific Terms and Conditions** or cancelled in accordance with the procedures and provisions set out in Chapter D. (Cancellation) below.

If the **policy** is entered into for a fixed term, it will cease to apply **AT MIDNIGHT ON THE DATE IT EXPIRES**.

D. Cancellation

The **policy** may be cancelled:

By **you** or by **us**

- in the event of a change of address, personal situation, matrimonial property regime or occupation or in the event of a retirement or cessation of trading if this change modifies the insured risk (Article L. 113-16 of the French Insurance Code), by letter sent by registered post or registered email, with acknowledgement of receipt, within three (3) months of the occurrence of the event; in such a case, the cancellation will take effect one (1) month after the notice given.

By **you**

- each year, before its anniversary, by giving at least one (1) month's prior notice;
- in the event of a reduction in risk if **we** do not agree to reduce the premium accordingly (Article L. 113-4 of the French Insurance Code); in such a case, the cancellation will take effect thirty (30) days after notice given by **you**;
- if **we** cancel, after a **loss**, another insurance policy that **you** may have taken out with **us**; in such a case, **you** may cancel this **policy** within thirty (30) days of the notice of the cancellation of that other insurance policy and the cancellation of this **policy** will take effect one (1) month after the notice given (Article R. 113-10 of the French Insurance Code);
- in the event of a portfolio transfer, within one (1) month of the date of publication in the Official Journal of the decision issued by the Autorité de Contrôle Prudentiel et de Résolution [French Prudential Supervision and Resolution Authority, ACPR] approving the transfer (Article L. 324-1 of the French Insurance Code).

If **you** took out the **policy** as a natural person, outside the course of **your** business activities

- whenever the policy is automatically renewed, at any time after the date of renewal, if **we** fail to inform **you** of the deadline for exercising your annual right to cancel the policy in **your** annual premium payment notice in accordance with the provisions set out in Article L. 113-15-1 of the French Insurance Code, by sending **us** notice of the exercise of that right by registered post or registered email. The cancellation will take effect on the day after the date of the postmark or the date of sending of the registered email.

By **us**

- each year, on its anniversary, by giving two (2) months' prior notice;
- in the event of a non-payment of the premium(s), ten (10) days after the suspension of cover occurring thirty (30) days after giving formal notice to pay (Article L. 113-3 of the French Insurance Code);

- in the event of an increase in the risk; in such a case, the cancellation will take effect ten (10) days after giving notice (Article L. 113-4 of the French Insurance Code);
- in the event of an omission or inaccuracy in the declaration of the risk when the **policy** was taken out or during its period of validity; in such a case, the cancellation will take effect one (1) month after giving notice (Article L. 113-9 of the French Insurance Code);
- after a **loss**; in such a case, the cancellation will take effect one (1) month after giving notice (Article R. 113-10 of the French Insurance Code).

By the buyer or by **us**

- in the event that title to the insured item is transferred, within three (3) months of the date on which the buyer asks for the **policy** to be transferred to the buyer's name (Article L. 121-10 of the French Insurance Code);

By the heir or by **us**

- in the event of a death, within three (3) months of the date on which the heir asks for the **policy** to be transferred to the heir (Article L. 121-10 of the French Insurance Code).

By the court-appointed administrator or liquidator

- in the event of bankruptcy protection [*sauvegarde judiciaire*], administration [*redressement judiciaire*] or compulsory winding-up [*liquidation judiciaire*] proceedings (Articles L. 622-13, L. 631-14 and L. 641-11-1 of the French Commercial Code).

Automatically

- in the event of a total loss of the insured item resulting from an event that is not insured (Article L. 121-9 of the French Insurance Code);
- in the event of a requisition of the insured property, in accordance with the provisions set out in the legislation in force (Articles L. 160-6 to L. 160-9 of the French Insurance Code).

Premium refund

In the event of a cancellation, for any reason whatsoever, **we** will refund the fraction of the premium corresponding to the cancelled **period of insurance**, unless cancelled after a **loss** or for a non-payment of premium(s), or if **we** have covered at least one **loss**.

Procedure to be followed

Unless otherwise provided, **you** must notify the cancellation to **us** by registered post or in person in return for a receipt or via an extra-judicial instrument at the following address: Hiscox France, 38 Avenue de l'Opéra, 75002 Paris or to your agent or by registered email sent to the following address: hiscox.asspro@hiscox.fr.

We will notify this cancellation to **you** by letter sent by registered post to the address stated in the **Specific Terms and Conditions**.

E. Multiple insurance contracts

If a **loss** may be compensated under more than one insurance policy taken out with the **insurer** and/or any other insurance company within the Hiscox Group, the total amount of the insurance compensation to be paid out under all those policies may not exceed, in any circumstances whatsoever, the maximum amount of compensation permitted under the policy with the highest maximum amount.

F. Assignments to third parties

The **policy**, and the attached rights and obligations, may not be assigned or transferred, in any circumstances whatsoever and in any manner whatsoever, without **our** prior written authorisation.

G. Governing law and jurisdiction

This contract is governed by French law.

Any dispute relating to it, including any dispute relating to its validity or interpretation, will be subject to the exclusive jurisdiction of the French courts with territorial jurisdiction.

H. Limitation periods

As required under Article R. 112-1 of the French Insurance Code, the limitation-related provisions of the French Insurance Code and the French Civil Code are reproduced below.

Article L. 114-1 of the French Insurance Code

Any legal action arising from an insurance contract must be taken within two years of the event that gave rise to the action.

However, that limitation period will only commence:

1° In the event of a non-disclosure, omission, misrepresentation or inaccurate representation about the risk incurred, on the date on which the insurer becomes aware of the foregoing;

2) In the event of a loss, on the date on which the relevant parties became aware of it, if they can prove that they were unaware of it until that time.

Where the legal action of the insured against the insurer is based on a right of recourse exercised by a third party, the limitation period will only commence on the date on which the third party issues legal proceedings against the insured or is compensated by the insured.

The limitation period is increased to ten years for life insurance contracts in cases where the beneficiary is not the policyholder and, for insurance contracts covering personal accidents, in cases where the beneficiaries are the successors of the deceased insured.

For life insurance contracts, and notwithstanding the provisions of point 2), the legal action available to the beneficiary must be taken within thirty years of the death of the insured.

Article L. 114-2 of the French Insurance Code

The limitation period is interrupted by one of the ordinary grounds interrupting limitation periods and by the appointment of loss adjusters following a loss. The limitation period for the legal action may also be interrupted by a letter sent by registered post with acknowledgement of receipt, by the insurer to the insured in cases regarding the insurer's right to take action to obtain the payment of the premium and by the insured to the insurer in cases regarding the insured's right to take action to obtain the payment of insurance compensation.

Article L. 114-3 of the French Insurance Code

Notwithstanding Article 2254 of the French Civil Code, the parties to an insurance contract may not vary the length of the limitation period or add new grounds for its suspension or interruption, even by mutual agreement.

The ordinary grounds interrupting limitation periods 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 reproduced below:

Article 2240 of the French Civil Code

An obligor's acknowledgement of the right of the person against whom the obligor seeks to enforce a limitation period interrupts that period.

Article 2241 of the French Civil Code

Legal proceedings, including expedited proceedings, interrupt limitation periods and extinctive time limits.

The same applies whenever legal proceedings are issued before a court lacking jurisdiction or where the instrument referring the matter to the court is invalidated due to a procedural defect.

Article 2242 of the French Civil Code

An interruption resulting from legal proceedings applies until the end of the proceedings.

Article 2243 of the French Civil Code

The interruption is void if the claimant withdraws the claim or allows the proceedings to lapse, or if the claim is dismissed in a final decision.

Article 2244 of the French Civil Code

Limitation periods and extinctive time limits are also interrupted by a protective measure taken under the French Code of Civil Enforcement Procedures [code des procédures civiles d'exécution] or an enforcement procedure.

Article 2245 of the French Civil Code

Notice given to one of the joint and several obligors by the issuing of legal proceedings or an enforcement procedure or an acknowledgement by the obligor of the right of the person against whom the obligor seeks to enforce a limitation period interrupts the limitation period for all the others, including their heirs.

However, notice given to one of the heirs of a joint and several obligor or the acknowledgement of that heir does not interrupt the limitation period for the other co-heirs, even in the case of a property-secured debt, if the obligation is divisible.

The notice or acknowledgement only interrupts the limitation period, for the other co-obligors, for that heir's share.

To interrupt the limitation period for the whole, for the other co-obligors, notice must be given to all the heirs of the deceased obligor or they must all be acknowledged.

Article 2246 of the French Civil Code

Notice given to the main obligor or his acknowledgement interrupts the limitation period for the surety.

Please consult the official website, www.legifrance.gouv.fr, to find out about any updates to those provisions.

I. Customer satisfaction

If **you** consider, at any time, that **our** services do not meet **your** expectations, **you** may, without prejudice to **your** right to refer the matter to the competent courts, contact **our** Customer Relations team, specifying the number of **your policy**, which can be found in **your Specific Terms and Conditions**:

By post: Hiscox France, Service Clients, 38 Avenue de l'Opéra, Paris 75002 By telephone: + 33 (0)1 53 21 82 82 By fax: + 33 (0)1 53 20 07 20 By email: hiscox.reclamation@hiscox.fr

We will forward **your** complaint to the appropriate department. That department may process the complaint in liaison with other departments, where appropriate.

We will confirm receipt of **your** complaint within five (5) business days. Where possible, **we** will respond to **your** complaint within the same period. Failing this, **we** will do everything possible to provide a response within four (4) weeks. If, for any reason whatsoever, **we** are unable to respond within that period of four (4) weeks, **we** will contact **you** to explain the

reasons why this is not possible and estimate the time **we** will need to provide a response. In all cases, **we** undertake to ensure that a decision is taken and a response provided within two (2) months of the date of receipt of **your** complaint.

Thereafter, or if **you** are not satisfied with **our** response, **you** may refer the matter to one of the following Ombudsmen, without prejudice to the other legal remedies available:

- the Insurance Ombudsman, at Médiation de l'Assurance, TSA 50110, 75441 Paris Cedex 09 (www.mediation-assurance.org), or
- the Ombudsman of the Association des Compagnies d'Assurances et de Réassurances (ACA), 12 Rue Erasme, L-1468 Luxembourg (www.aca.lu).

Complaints relating to contracts purchased by individuals online may be referred to the European Online Dispute Resolution platform at: <https://webgate.ec.europa.eu/odr>.

You may also obtain information from **our** supervisory body in France:

Autorité de Contrôle Prudentiel et de Résolution [French Prudential Supervision and Resolution Authority, ACPR] Direction du Contrôle des Pratiques Commerciales [Supervision of Business Practices Division] 4 Place de Budapest CS 9245975436 Paris Cedex 09 Tel: +(33) 01 49 95 40 00
Website: www.acpr.banque-france.fr

J. Privacy

We process **your** personal data collected by **us** in accordance with the French Data Protection Act of 6 January 1978 and EU Regulation 2016/679 of 27 April 2016 known as the General Data Protection Regulation.

You have a right of access and a right to rectification and erasure, a right to object, a right to restrict processing and a right to data portability for the personal data collected, which may be exercised by emailing a request to dataprotectionofficer@hiscox.com or posting it to the GDPR department [Service RGPD] of Hiscox SA, Immeuble Le Millenium, 12 Quai des Quayries, CS 41177, 33072 Bordeaux Cedex.

The Privacy Policy **you** have received contains full information about your personal data. Comprehensive information is available on the Hiscox website or may be obtained from **our** data protection officer by emailing a request to dataprotectionofficer@hiscox.com or posting it to the GDPR department [Service RGPD] of Hiscox SA, Immeuble Le Millenium, 12 Quai des Quayries, CS 41177, 33072 Bordeaux Cedex.

K. Distance and off-premises selling

The following provisions only apply if you entered into this contract as a natural person for purposes which are outside your trade or business activity, through off-premises or distance selling.

Distance selling

The sale of your **policy** by telephone, post or online is governed by Articles L. 112-2-1 and R. 112-4 of the French Insurance Code.

As required under those provisions, **you** are informed of the following:

- the existence of the compulsory property and casualty insurance guarantee fund referred to in Articles L. 421-16 and seq. of the French Insurance Code;
- the existence of the guarantee fund for victims of acts of terrorism and other offences referred to in Article L. 422-1 of the French Insurance Code;

- **you** have the right to withdraw, without having to give any reasons and without paying any penalties, within fourteen (14) clear calendar days of the signing of the **policy** or receipt by **you** of the contractual information and terms, if later.

If the right of withdrawal is exercised, the **policy** is cancelled automatically.

To facilitate the exercise of **your** right of withdrawal, **you** may use the standard withdrawal letter set out below, duly completed by **you**, to be dated and signed and sent to the address stated in the Specific Terms and Conditions or **your** last premium payment notice:

"I, the undersigned [full name], residing at [policyholder's address], hereby withdraw from insurance policy no. [policy number stated in the Specific Terms and Conditions] taken out with Hiscox in accordance with Article L. 112-2-1 of the French Insurance Code.
[Date] [Signature of the policyholder]".

Pursuant to Article L. 222-15 of the French Consumer Code, if you exercise the right of withdrawal, **you** will promptly receive a full refund, within no more than thirty (30) days, of all sums paid to **us** under the **policy**, except for a pro-rata proportion of the premium. This period of thirty (30) days commences on the date **we** receive notice of **your** decision to withdraw from this contract. **You** must promptly return to **us**, within no more than thirty (30) days of the date on which **you** notify **your** decision to withdraw from the **policy** to **us**, any sum of money or property **you** have received from **us**.

The performance of the **policy** may not be commenced by **you** or by **us** before the end of the cooling-off period without **your** consent. If **you** exercise your right of withdrawal, **you** will only be liable to pay a pro-rata proportion of the payment for the service **we** have actually provided to you and will not be liable to pay any penalties.

We can only require you to pay for the service actually provided if **we** can prove that **you** have been informed of the amount payable. However, **we** cannot require such a payment if **we** started to perform the **policy** before the end of the cooling-off period unless requested by **you** in advance.

This right of withdrawal does not apply:

- if the **policy** was fully performed by **you** and by **us** at your express request before **you** exercised your right of withdrawal,
- to travel or baggage insurance policies or similar short-term policies lasting for less than one (1) month,
- to motor-powered land vehicle liability insurance policies.

Off-premises sales

You have the right to withdraw from the contract if it was concluded off-premises, pursuant to Article L. 112-9 of the French Insurance Code reproduced below:

"I. - Any natural person who is contacted at his home, residence or workplace, even at his request, and signs an insurance proposal or contract in that context for purposes which are outside his trade or business activity, may withdraw from it by letter sent by registered post or by registered email, with acknowledgement of receipt, within fourteen (14) clear calendar days of the date of the conclusion of the contract, without having to give any reasons or pay any penalties".

If the right of withdrawal is exercised, the policy is cancelled on the date of receipt of the registered letter referred to above. If **you** are aware of a **loss** covered by the policy, **you** cease to be entitled to exercise this right of withdrawal.

If you exercise the right of withdrawal, **you** may only be required to pay the fraction of the premium or contribution corresponding to the period during which the risk was covered, which runs until the date of cancellation. **We** are required to refund the balance to **you** within thirty days of the date of cancellation. Thereafter, interest at the legal rate will automatically accrue on any unpaid amounts.

However, the full premium will remain payable to **us** if **you** exercise your right of withdrawal but a **loss** covered by the contract, of which **you** were not aware, occurs during the cooling-off period.

If you wish to withdraw from the policy, you should send a letter by registered post with acknowledgement of receipt to **our** address stated in the **Specific Terms and Conditions** or your last premium payment notice, using the standard letter set out below.

To facilitate the exercise of **your** right of withdrawal, **you** may use the standard withdrawal letter set out below, duly completed by you, to be dated and signed and sent to the address stated in the **Specific Terms and Conditions** or **your** last premium payment notice, by registered post or registered email with acknowledgement of receipt.

"I, the undersigned [full name], residing at [policyholder's address], hereby withdraw from insurance policy no. [policy number stated in the Specific Terms and Conditions] taken out with Hiscox in accordance with Article L. 112-9 of the French Insurance Code.
[Date] [Signature of the policyholder]".

Hiscox SA

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