
SPECIFIC AGREEMENT

TRAVELLER'S CIVIL LIABILITY

The purpose of this Agreement, notwithstanding any contrary provisions stated in the General Terms and Conditions to which this agreement is linked, is to insure against the risks defined below, cover for which is stipulated in the Specific Terms and Conditions.

ARTICLE 1 - NATURE OF THE COVER

L'Européenne d'Assurances Voyages covers the financial consequences of the insured person's private civil liability, in respect of **Articles 1382 to 1385 inclusive of the French Civil Code** for damage caused to third parties by the insured person, by animals or things for which the insured person is responsible during the trip.

This cover only operates in countries in which the insured person is not already covered under a policy taken out elsewhere.

For claims arising overseas, **L'Européenne d'Assurances Voyages** covers the insured person's financial liability under local laws, **although the commitment of l'Européenne d'Assurances Voyages shall not exceed that which exists under French legislation.**

A third party is understood to be any person other than the insured person, or a member of his/her family or any person who usually lives with the insured person.

ARTICLE 2 - COVER LIMITS

The maximum compensation payable by **L'Européenne d'Assurances Voyages** shall not exceed the amounts stated in the table of cover.

- ❖ **Bodily injury**, which means accidental bodily injury caused to third parties.
- ❖ **Property damage and consequential loss combined**, meaning accidental damage or destruction of an item of physical property, and for any financial harm resulting from deprivation of the enjoyment of a right.

ARTICLE 3 - EXCESS

In the event of **property damage or consequential loss**, a **fixed excess** as stated in the table of cover will be deducted from the compensation amount.

ARTICLE 4 - EXCLUSIONS

In addition to the exclusions contained in the General Terms and Conditions, this policy does not cover the insured person for damage resulting:

- **to a building which the insured person owns, or from a fire or explosion occurring in premises occupied by the insured person,**
- **from the practice of caravanning,**
- **from hunting,**
- **from the use of any motor vehicle or of any air, sea or river navigation equipment,**
- **from carrying out a professional activity.**

Damage cover is also excluded:

- **to animals or objects belonging to or in the care of the insured person,**
- **caused to colleagues, employees and salaried staff of the insured person when carrying out their duties.**

ARTICLE 5 - OBLIGATIONS IN THE EVENT OF A CLAIM

In the event of a claim, the insured person may not make an agreement with the injured third parties or make any recognition of liability without agreement from **L'Européenne d'Assurances Voyages**.

Admission of a material fact, as well as the natural actions of assistance do not constitute recognition of liability.

The insured person must:

- **notify L'Européenne d'Assurances Voyages**, in writing, within five working days after knowledge of the claim event and provide details of the circumstances. After this time period, the insured person will forfeit all entitlement to compensation if his/her delay has caused harm to **L'Européenne d'Assurances Voyages**.
- **send L'Européenne d'Assurances Voyages**, upon receipt, all notices, letters, summonses, served documents and proceedings-related documents addressed to the insured person, handed to him/her or personally notified to him/her or his/her beneficiaries. In the event of a delay in forwarding these documents, **L'Européenne d'Assurances Voyages** may claim compensation from him/her, proportionate to the resulting harm (Article L 113-1 of the French Insurance Code).
- **promptly send L'Européenne d'Assurances Voyages** all documents necessary for loss adjustment, when requested to do so.
- **declare to L'Européenne d'Assurances Voyages** any cover which he/she has for the same risk with other Insurers.

ARTICLE 6 - PROCEEDINGS

Under this policy the insured person gives all powers to **L'Européenne d'Assurances Voyages** to manage proceedings in civil jurisdictions, including the exercise of methods of appeal.

In the event of a criminal action, **L'Européenne d'Assurances Voyages** has the power to intervene and direct the insured person's defence, without being obliged to do so; the latter retains the right to lodge an appeal or refer the case to the Appeal Court.

After the claim incident, if the insured person fails in his/her obligations, **L'Européenne d'Assurances Voyages** will, nevertheless, compensate the injured third parties.

However, **L'Européenne d'Assurances Voyages** may initiate an action against the insured person for reimbursement of the amounts that the insurer has paid out.

Associated expenses (court fees, discharge receipts, etc.) are not deducted from the cover limit. However, in the event of a fine for an amount above the cover limit, these expenses shall be borne by the insured person and by **L'Européenne d'Assurances Voyages** in proportion to their respective shares in the fine.

ARTICLE 7 - INCOME

If the compensation awarded by a legal ruling to a victim (or his/her beneficiaries) consists of an income:

- and purchase of a security has been ordered to guarantee the payment, **L'Européenne d'Assurances Voyages** will use the available share of the insured sum to constitute such guarantee.
- but if no order has been made in respect of security purchase, the capital value of the income will be calculated using the rules that apply to the calculation of the actuarial reserves for this income.

If this value is less than the sum available, the income will be the insurer's full responsibility. If the reverse is true, only the part of the income corresponding to the available part of the insured capital sum, will be the responsibility of **L'Européenne d'Assurances Voyages**.