

# Terms and Conditions Third-Party Liability for Businesses - Service Providers



September 2016

## This contract is composed of:

- these Terms and Conditions which define the obligations of the insurer and the insured as well as how the contract works.
- the Special Terms and Conditions which adapt the contract to the specific situation of each risk covered, based on the policyholder's declarations.

## Legislation

This contract is governed by the French Insurance Code and French law.

For the risks defined in Article L. 191-2 section IX regarding special provisions for French *départements* Bas-Rhin, Haut-Rhin and Moselle:

- essential Articles L. 191-5 and L. 191-6 are applicable,
- Article L. 191-7 to which an exception is made does not apply.

## Regulations

This contract will remain without effect and the insurer will not be required to pay any compensation or provide cover under this contract if performance of the contract would expose the insurer to sanctions, bans or restrictions under United Nations resolutions or economic or commercial sanctions provided for by the laws and regulations enacted by the European Union, the United Kingdom or the United States of America.

## Supervisory Commission

The body responsible for supervising the insurer, named in the special terms and conditions is the Autorité de Contrôle Prudential et de Résolution (ACPR - French Prudential Supervisory Authority) situated at 61, rue Taitbout, 75436 Paris Cedex 09.

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# 1. General definition of the cover

## 1.1. Purpose of the contract

The purpose of the contract is defined in the terms and conditions and special terms and conditions which constitute an integral part thereof.

The contract covers the insured against the financial consequences of third-party liability due to bodily injury, property damage or intangible damage caused to third parties in the performance of the activity defined precisely in the special terms and conditions.

The contract applies to third-party liability incurred by the insured due to:

- the property the insured exploits, human and material resources they use,
- the services provided and/or products sold.

## 2. Special provisions

Subject to application of the terms, limitations and exclusions set forth in these terms and conditions, to which no exception is expressly made hereafter, the following special terms and conditions form an integral part of cover.

### 2.1. Damage suffered by the agents

#### Gross negligence

Notwithstanding the definition of THIRD PARTY, when the insured is held liable as employer for an occupational accident or an illness affecting one of their agents, caused by the gross negligence of the insured or a person they have replaced in the management of their company, the insurer guarantees the reimbursement of any amounts owed by them to the Caisse Primaire d'Assurance Maladie (French primary health insurance fund) for:

- the representative capital provided for in Article L. 452-2 of the French Social Security Code,
- complementary compensation paid in accordance with Article L. 452-3 of the French Social Security Code,
- amounts allocated as compensation for damage not covered by book IV of the Social Security Code,

to the benefit of the employee or his assigns listed in Articles L. 434-7 to L. 434-14 of the Social Security Code.

The consequences of gross negligence upheld against the insured are not covered when:

- the insured has already been sanctioned for infringement of the provisions of Part Four of the regulatory section of the French Labour Code regarding health and safety in the workplace and texts taken for their application,
- the insured's legal representatives do not take action to ensure compliance within the time frames imposed by the competent body.

On penalty of forfeiture pursuant to the conditions set forth in Article L. 113-2 4° of the Insurance Code, the insured must declare proceedings brought against them to establish their gross negligence - either in writing, or orally against receipt -, to the insurer's registered office or its representative as soon as the insured becomes aware thereof, and at the latest within the next five days.

Cover is granted for the maximum amounts specified in the special terms and conditions. By way of partial derogation from Article 6.3, for application of the cover expressed per year of insurance in the special terms and conditions, each case of gross negligence is allocated to the year of insurance during which proceedings to establish gross negligence, as provided for in the Social Security Code, were brought.

If several agents are victims of the same gross negligence, said negligence is allocated, for all financial consequences covered, to the year of insurance during which the first proceedings for establishment of gross negligence were brought.

#### Wilful misconduct

By way of partial derogation from the definition of THIRD PARTY, the contract covers the financial consequences of liability which the insured may incur as employer, pursuant to the terms of Article L. 452-5 of the Social Security Code, due to the wilful misconduct of one of their agents.

The following are not covered:

the additional premium mentioned in Article L. 242-7 of the Social Security Code.

### Commuting accident between co-workers

By way of partial derogation from the definition of THIRD PARTY and Article 4.26 of section 4 “General Exclusions”, the contract covers the financial consequences of liability which the insured may incur as employer, pursuant to Article L. 455-1 of the Social Security Code, due to a commuting accident involving an agent, caused by another person from the same company.

### Consequential property damage and intangible damage suffered by the agents

By way of partial derogation from the definition of THIRD PARTY and Article 4.26 of section 4 “General Exclusions”, the contract covers the financial consequences of liability incurred by the insured due to property damage caused to their agents, interns, prospective employees and volunteers during the performance of their duties (including to their vehicle parked within the insured’s establishment or on any other space made available by them for this purpose) as well as intangible damage resulting from property damage.

### Interns, prospective employees, volunteers

The contract covers the financial consequences of liability incurred by the insured due to:

- bodily injury suffered by interns, prospective employees and volunteers when they are not subject to legislation on occupational accidents and illnesses;
- bodily injury suffered by pupils and student interns mentioned in Articles D. 412-3 and D. 412-4 of the Social Security Code as well as those mentioned in Article D. 412-5-1 of the same code, who are completing an internship which is not the subject of an employment contract and does not fall within the scope of continuous professional training.
- damage caused to third parties by these interns, prospective employees or volunteers when these persons are agents of the insured.

## 2.2. Use of land motor vehicles

Notwithstanding paragraph 2 of Article 4.26 of section 4 “General Exclusions” the following are covered when the insured’s third-party liability is sought:

- damage caused to third parties involving land motor vehicles which the insured does not own or have custody of, and which the insured’s agents use for the purpose of services (including on the commute to and from work), either exceptionally with or without the insured being aware thereof, or regularly.

When the vehicle is used regularly, the contract only provides cover if the car insurance contract taken out for use of the vehicle includes, at the time of the accident, a clause on use in accordance with the intended purpose, except in the case of an act of God or force majeure.

The cover amounts provided for in the car insurance contract taken out for use of the vehicle will always be paid in excess of this cover.

- damage caused by or to the land motor vehicles and their trailers and semi-trailers belonging to third parties, which are not in the custody of the insured or their agents, when they constitute a material hindrance to them carrying out their activities and are driven by the insured or their agents for the distance strictly necessary to eliminate said hindrance.

## 2.3. Public procurement and contracts with public establishments

By way of partial derogation from Article 4.22 of section 4 “General Exclusions”, cover is extended to the third-party liability incurred by the insured in connection with the transfer of liability or waiver of recourse accepted by the insured pursuant to the terms of contracts for the provision of equipment and personnel entered into with the State, legal entities governed by public law, EDF, ENGIE, the RATP or the SNCF.

### 3. Additional cover

The cover detailed hereafter is granted if it is mentioned in the contract's special terms and conditions.

It is granted pursuant to the terms, limitations and exclusions of the contract to which no exception is expressly made and without prejudice to the special provisions hereafter.

#### 3.1. Accidental damage to the environment

By way of partial derogation from Article 4.24 of section 4 "General Exclusions", cover applies to the financial consequences of civil liability incurred by the insured due to consequential bodily injury, property damage and intangible damage suffered by third parties when this damage:

- is the result of environmental damage following acts of God taking place during the performance of activities declared in the special terms and conditions;
- takes place prior to handover of work or delivery of products, or during provision of the service, either on or outside the company's permanent premises.

The following are not covered:

- damage caused by classified facilities operated by the insured and referred to under Section 1 of Book V of the French Environmental Code when these facilities are subject to an operating authorisation from the competent authorities or registration with said authorities;
- damage caused or exacerbated:
  - . by failure to respect the legislative and regulatory provisions or measures enacted by the competent authorities in accordance with these texts when the insured, general management or any person substituted in this position if the insured is a legal entity, was aware of or could not have been unaware of this non-compliance before said damage to the environment was caused,
  - . by the poor condition, inadequacy or defective maintenance of facilities when the insured, general management or any person substituted in this position if the insured is a legal entity, was aware of or could not have been unaware of said poor condition, inadequacy or defective maintenance before said damage arose;
- licence fees for which the insured is liable in accordance with laws and regulations, in force at the time of the event, even if these licence fees are intended to remedy a situation arising as a result of covered damage;
- intangible damage which is not a direct consequence of bodily injury or property damage covered by this chapter;
- damage related to work and services carried out by technical design offices and/or companies specialised in protecting the environment or depollution.

#### 3.2. Non-consequential intangible damage

By way of partial derogation from Article 4.23 of title 4 "General exclusions", intangible damage not caused by bodily injury or property damage is covered.

The following are not covered:

- intangible damage caused by bodily injury or property damage not covered by the policy;
  - claims concerning failure to perform, insufficient productivity or performance in relation to technical specifications defined in the contract;
  - the consequences of failure to perform the service or non-delivery of the product;
  - the financial consequences resulting from:
    - . embezzlement, fraud, fraudulent creation of professional files,
    - . the banned communication of confidential information referred to under the amended Data Protection Act, law No. 78-17 of 6 January 1978,
- by the insured, the insured's legal representatives or managers or with the insured's complicity.



## 4. General exclusions

The following are not covered:

- 4.1. Damage caused by the insured's wilful or fraudulent misconduct; the insured's third-party liability as principal, due to the wilful or fraudulent misconduct of their agents remains covered.
- 4.2. Damage caused by a deliberate infringement of:
  - specific rules regarding safety and caution, imposed by a law or regulation;
  - industry standards or safety recommendations defined in technical documents published by official competent bodies or industry bodies,when this infringement constitutes exceptionally serious misconduct derived from an action or voluntary omission, an awareness of danger which the author must have had due to his profession, or the absence of any justifying cause, when the company's legal representatives were aware thereof or could not have been unaware thereof.
- 4.3. Damage resulting from:
  - a defect impacting the insured's equipment or facilities, of which the insured is aware;
  - defective workmanship leading the main contractor, a chartered building surveyor or owner to issue reserves; remain nonetheless covered for damage caused during the time frame strictly necessary for completion of the work designed to eliminate defects and defective workmanship, without this time period being able to exceed three months, except in the case of a contrary agreement made before the harmful event. This three-month period starts to run as from the date on which defects and defective workmanship are observed or notice is given of reserves;
  - a deliberate choice to make an abusive saving on the cost of the service or operating conditions.
- 4.4. Damage caused directly or indirectly by:
  - a foreign war; it is the responsibility of the insured to provide evidence that the event was caused by something other than foreign war;
  - civil war, attacks, terrorist attacks or acts of sabotage, riots, grassroots movements, strikes, lockouts; it is the responsibility of the insured to prove that the event was caused by one of these elements.
- 4.5. The damage caused by hurricanes, torrents, cyclones, floods, earthquakes, volcanic eruptions, storms or tidal waves.
- 4.6. Fines (including those for civil compensation), penalties and, in the United States of America, financial sanctions referred to as punitive damages and exemplary damages as well as all related costs.
- 4.7. Damage resulting from the use or spread of genetically-modified organisms.
- 4.8. Damage caused by electromagnetic fields or waves.
- 4.9. Damage of any kind whatsoever by:
  - asbestos,
  - lead,
  - formaldehyde.
- 4.10. Property damage and intangible damage caused by fire, an explosion, an electrical issue, or water, originating within the establishments owned, leased or occupied by the insured in any capacity whatsoever for a period of more than 30 consecutive days.
- 4.11. Damage falling under Articles 1792 to 1792-6 of the French Civil Code, for which the insured is liable by virtue of:
  - the aforementioned Articles;
  - the principles which inspired said Articles when administrative law applies;
  - a subcontracting agreement due to recourse against the insured;
  - responsibilities and guarantees of the same nature regarding construction works and which are enacted by foreign legislation or local use.

4.12. Damage arising during air or nautical shows and prior practice, or land motor vehicle events (and trials) which require a declaration to or authorisation from public authorities, responsibility for which falls on the insured as organiser or competitor.

4.13. Damage caused or exacerbated by:

- arms or nuclear explosive devices;
- any nuclear fuel, radioactive product or waste, or any other source of ionising radiation, for which a nuclear facility operator is solely liable or which originated in the supply of goods or services to a nuclear facility, or directly impacting a nuclear facility;
- any source of ionising radiation (in particular any radioisotope) used or intended for use outside a nuclear facility which the insured, or any person for which the insured is liable, owns, has custody of or uses, or for which the aforementioned may be held liable as a result of its design, manufacture or packaging.

By way of partial derogation from the above, the policy covers damage or the exacerbation of damage caused by sources of ionising radiation, used or intended for use in France for medical or industrial purposes, outside a nuclear facility, and for which the holder or user:

- is not required to make a declaration or request authorisation,
- or is only required to make a simple declaration.

4.14. Personal liability of agents and subcontractors.

4.15. Damage, the possibility of which could not have been known given the level of scientific and technical knowledge at the time of the events attributable to the insured and causing the damage.

4.16. Damage resulting from the consequences of liabilities of the kind referred to in Books II and VI of the French Commercial Code, or enacted by foreign legislation or unwritten local rules, which may be incumbent upon the managers individually or jointly and severally in the context of their duties.

4.17. Damage resulting from conflicts between the company and its agents regarding the implementation of employment contracts and management of the resulting rights.

4.18. Damage resulting from the following actions:

- misleading advertising;
- unfair competition or usurpation of the work or reputation of another;
- infringement of industrial, literary or artistic property;
- harm to the image of an individual or legal entity;
- failure to comply with professional secrecy;
- breach of confidence;
- insults, defamation;

unless liability for these actions is incumbent upon the insured in their capacity as principal and the insured is neither the author nor complicit with the author.

4.19. Damage resulting from:

- work carried out and/or services provided by the insured or which the insured had carried out on their behalf on part of an aircraft or spacecraft, or on or in aircraft or spacecraft, including fuelling;
- products delivered and/or designed by the insured or on the insured's behalf and intended, to their knowledge, for use in aircraft or spacecraft or to equip them;
- the capacity of owner or operator of an airfield, airport or heliport.

4.20. Damage attributable to the supply of products of human origin or products made by biosynthesis derived directly from products of human origin.

- 4.21. Damage resulting from:
- disputes and harm related to subscription, renewal, modification, termination, cancellation or breach of the contracts which the insured entered into with third parties;
  - disputes and harm related to the insured's expenses, fees and invoicing;
  - tax-related disputes;
  - non-payment or failure to return or represent funds, financial instruments or securities, held or managed by the insured or their agents;
  - the absence or insufficient nature of financial, legal or collective bargaining guarantees of which the insured must be able to prove the existence.
- 4.22. The consequences of specific undertakings (e.g. the consequences of joint liability, transfer or increase in liability, or waiver of recourse) which the insured may have accepted by agreement or which were imposed on the insured by business practices and by which they would not have been bound without said agreement or practices.
- 4.23. Intangible damage:
- not caused by bodily injury or property damage;
  - caused by bodily injury or property damage not covered by the policy.
- 4.24. Damage of any kind caused by damage to the environment, occurring before delivery or during provision of the service, either on or outside the company's permanent premises; with the exception of damage impacting agents in the performance of their duties when they are the victims of gross negligence on the part of the insured or a substitute for the insured in management, or of the wilful misconduct of another agent.
- 4.25. Damage caused to property entrusted to the insured for any reason whatsoever.
- 4.26. Damage:
- caused by floating, railway or airborne vessels or vehicles or ski lifts;
  - involving land motor vehicles, including self-propelled construction machinery used as a tool, trailers and semi-trailers and land devices hitched to a land motor vehicle, owned, driven, used or in the custody of the insured or persons for which the insured is civilly liable.
- 4.27. The price of work carried out and/or the product delivered by the insured and/or their subcontractors.
- 4.28. The expenses incurred for:
- repairing, completing or redoing work,
  - replacing or removing all or part of the product.
- 4.29. Damage caused by:
- a delay in performance of the services,
  - failure to observe intervention, delivery or collection deadlines.
- 4.30. The financial consequences of the insured's liability for damage caused by a malfunction of or impacting electronic or IT equipment as well as IT programmes and data, when this malfunction can be attributed to the current year's coding.
- 4.31. Damage to natural elements such as air, water, soil, flora and fauna, used by everyone, as well as the related disfigurement or loss of amenity.
- 4.32. Damage caused by dams or dykes measuring more than five metres, as well as by water from lakes, reservoirs and artificial lakes with a surface area of more than fifty hectares.

## 5. Defence and remedies

### 5.1. Defence of civil interests

#### 5.1.1. Purpose of the cover

The purpose of this cover is to defend and represent the insured in any civil, commercial or administrative legal proceedings, in one of the countries in which cover applies, when proceedings are also in the interest of the insurer, i.e. when damage is covered under this agreement and exceeds the excess specified in the special terms and conditions.

The insurer undertakes to defend the insured and pay all related court and legal fees, within the limits provided for in the special terms and conditions and in accordance with the provisions set out in Article 7.9.2 hereafter.

The following proceedings are not covered:

- defence not related to covered activities or risks;
- criminal proceedings, with the exception of Article 5.2 below.

### 5.2. Criminal defence and remedies

#### 5.2.1. General information

The purpose of the following provisions is to define the “Criminal defence and remedies” cover granted to the insured under this contract, when mentioned in the special terms and conditions.

#### 5.2.2. Purpose of the cover

##### Criminal defence

Cover applies to the payment or reimbursement of defence fees and organisation of the insured's defence, when the insured is summoned in criminal proceedings before a court in one of the countries where cover applies, and the claim concerns damage covered under this contract and for an amount greater than the excess.

The insurer undertakes to defend the insured in the same conditions and with the same limits as for civil defence provided for in Article 5.1 above.

##### Remedies

Remedy cover is exclusively for the insured, provided that the damage suffered would have been compensated under this contract (third-party liability cover) if the insured had been the author and not the victim thereof and provided that the amount of interest at stake (excluding expenses defined in Article 5.2.5 hereafter) exceeds the threshold for intervention specified in the special terms and conditions. This cover applies within the territorial limits indicated in Article 6.1.

#### 5.2.3. Informing the insurer

The insured must report the dispute to the insurer at the earliest opportunity, specifying the contract references and the existence of any other contracts covering the same risk.

The report must be made in writing, preferably by registered letter, and be accompanied by all information and documents useful for investigating the case.

The insured must communicate to the insurer, upon receipt, any notice, letter, convening notice, bailiff's writ, summons or procedural documents sent, communicated or notified to them.

Moreover, to allow the insurer to give its opinion on the possibility of settling or bringing legal proceedings, the insurer must, on penalty of not being covered:

- report the dispute to the insurer before instructing a lawyer.
- keep the insurer informed at each new stage of the proceedings.

Once fully informed about the dispute, as well as any step in the settlement thereof, the insurer will issue its opinion on the possibility of settling or bringing or continuing legal proceedings, either as plaintiff or defendant, cases of disagreement being settled in accordance with the conditions set forth in paragraph 5.2.7 hereafter.

If the insured, in bad faith, makes inaccurate representations about the elements, events or situation which caused the dispute or, more generally, any element which could help settle a dispute, the insured is stripped of any right to cover for the dispute in question.

#### 5.2.4. Services provided

In the event of a dispute covered by the policy, the insurer undertakes to:

- Provide the insured, after investigating the matter, with all recommendations on the scope of their rights and the way in which their defence should be organised or claim made;
- Seek an amicable solution.

After consulting the insured, the insurer directly contacts the opposing party to provide it with its analysis of the matter and recall the insured's rights.

However, depending on the nature of the dispute, the insurer may appoint an external service provider to manage the case, if this is appropriate.

Moreover, the insured will be assisted or represented by a lawyer, when the insured or the insurer is informed that the opposing party is defended in the same conditions.

When the dispute requires an amicable appraisal or a bailiff's writ, the insurer, will use specialised service providers with which it regularly works and define their mission.

- Take responsibility for the insured's legal defence.

Whether the insured is plaintiff or defendant, the insurer will assist them with introducing legal proceedings if efforts to reach an amicable agreement are unsuccessful, the deadline is nearing or the insured has received a summons and requires a legal defence.

The insurer acts depending on the appropriateness of the action.

The insured is free to choose their own lawyer. In this respect, the insured can appoint a lawyer known to them, after informing the insurer and communicating his contact details.

The insured can also, if they make a request in writing, choose the lawyer proposed by the insurer for his expertise in the area in question or his proximity. In both cases, the insured negotiates the expenses and fees with the lawyer as part of a fee agreement and must inform the insurer of the follow-up in accordance with the provisions of the contract.

The insured can choose a lawyer known to them each time a conflict of interest arises between the insured and the insurer.

In this case, the insurer bears all legal expenses and fees up to the maximum amount covered specified in the special terms and conditions and in accordance with the terms and conditions set out in Article 5.2.5 hereafter.

#### 5.2.5. Expenses covered

In the event of a dispute covered by the policy, the insurer covers the costs, up to the maximum amount specified in the special terms and conditions, of:

- administrative expenses such as investigation fees, the costs of any police or bailiff's reports incurred by the insurer or with its agreement;
- fees charged by experts or technicians appointed by the insurer or chosen with its consent;
- taxable fees and fees charged by lawyers or court officers, as well as any taxable procedural costs;

- non-taxable fees and expenses pursuant to the conditions hereafter:

Provided that the insured has informed the insurer pursuant to the conditions provided for in the paragraph "Informing the insurer", the insurer bears the expenses and fees incurred by the insured upon presentation of the invoices paid along with a decision handed down or the settlement agreement signed by the parties to the dispute, up to the maximum amount specified in the special terms and conditions. This maximum amount includes miscellaneous expenses (travel, administration, photocopies) and taxes.

In the event that the insured pays a retainer fee to the lawyer chosen, the insurer undertakes, within the limits of said retainer fee, to pay an advance to the insured.

#### 5.2.6. Subrogation

The insurer, within the limits of the amount paid directly to the insured, or in their interest, is subrogated to the rights of the insured in accordance with the provisions set forth in Article L. 121-12 of the Insurance Code, in particular for collection of the amounts granted to the insured by the courts for procedural costs, and Articles 700 of the new Civil Procedure Code, 475-1 of the Criminal Procedure Code and L. 761-1 of the Administrative Justice Code.

#### 5.2.7. Settlement of disagreements

In the event of disagreement between the insured and insurer concerning the basis of the insured's right or the measures to take to settle the dispute, this difficulty can, at the insurer's request, be brought before a mediator appointed by the parties by mutual agreement or, otherwise, by the Presiding Judge of the District Court ruling in interim proceedings. The expenses incurred for such mediation are borne by the insurer unless the Presiding Judge of the Court decides otherwise when the insured has made the choice in abusive conditions.

If, contrary to the insurer's or mediator's opinion, the insured initiates legal proceedings at their own expense and obtains a more favourable solution than that proposed by the insurer or mediator, the insurer will bear the fees and expenses incurred by the insured for these proceedings, up to the limits of the maximum overall insurance cover.

## 6. Terms and conditions of cover

### 6.1. Geographic scope

Cover applies for damage arising in European Union countries, Switzerland, Andorra and Monaco.

Nonetheless, cover is extended to damage arising in the entire world during travel by the insured or their agents in the context of internships, sales missions or studies, simple participation in trade shows, exhibitions, trade fairs, conventions, seminars or symposiums, lasting less than three months.

This insurance cannot in any way replace insurance to be taken out abroad, in accordance with local legislation, with authorised insurers in the country in question.

Damage resulting from the following remain excluded from cover:

- activities carried out by permanent establishments or facilities, situated outside France, Andorra and Monaco.

### 6.2. Application of cover over time

Cover is triggered by a claim made in accordance with the provisions of Article L. 124-5 of the Insurance Code.

Cover applies provided that the harmful event takes place before the date of termination or expiry of cover, and that the first claim is made to the insured or insurer between the initial effective date of cover and expiry of the subsequent period of 5 years after the date of termination or expiry, regardless of the date of other constituent elements of events.

Nonetheless, in the case that the insurer becomes aware of a harmful event after the date of termination or expiry, the insurer will only provide cover if at the time the insurer became aware of said harmful event this cover was not renewed or was renewed due to occurrence of the harmful event.

The contract does not cover events if the insured was aware of the harmful event on the date on which said cover was taken out.

An event means any damage or the total damage caused to third parties, for which the insured is liable, as a result of a harmful event and giving rise to one or more claims. The harmful event is the source of the damage. A series of harmful events with the same technical cause is considered a single harmful event.

The event is attributed to the year of insurance during which the insurer received the first claim. A claim is any amicable or disputed request for compensation made by the victim of damage or their assigns, and sent to the insured or its insurer.

When a single event is likely to be covered by several contracts of successive performance, the cover initiated by the harmful event which entered into effect after 2 November 2003 will take precedence, no application of the fourth and fifth paragraphs of Article L. 121-4 of the Insurance Code being made.

### 6.3. Cover and excess amounts

The compensation paid takes into account the scope of the contract, the amount covered and the excess amounts stipulated in the special terms and conditions applicable on the date of the claim. The amounts include legal defence costs, interest and procedural costs.

When cover is fixed at an amount per event, the amount indicated constitutes the limit of the insurer's undertakings with regard to all claims related to a single harmful event.

When the amount covered is fixed per year of insurance, the amount indicated constitutes the limit of the insurer's undertakings with regard to all events arising during the same year of insurance.

The event is attributed to the year of insurance during which the insurer received the first claim.

The cover amounts granted per event and year of insurance are reduced, and in the end exhausted, by any payment of compensation or expenses. Said cover is not replenished for other events until the end of the year of insurance. The excess is applicable per event and regardless of the number of injured parties, unless otherwise provided for in the contract's special terms and conditions.

When a single event simultaneously concerns a number of covered elements, the insurer's maximum undertaking does not exceed, for all damage, the highest of the amounts provided for said cover.

For compensation for claims presented during the subsequent period of 5 years, the cover amounts provided for in the special terms and conditions are granted once for a period of 5 years:

- up to a maximum annual amount for those expressed per year of insurance,
- up to a maximum amount per event for those expressed per event.

These amounts are gradually exhausted by all payments of compensation or expenses, without this amount being replenished for said 5-year period.



## 7. General provisions

### 7.1. The formation and entering into effect of the contract

The contract enters into effect on the date indicated in the special terms and conditions. It is complete as from agreement of the parties.

### 7.2. Term of the contract

The contract is entered into for the period between its effective date and the first annual renewal date. It is automatically renewed from year to year, unless notice is given by one of the parties to the other party at least two months before expiry of the current year of insurance (Article L. 113-12 of the Code) without prejudice to a provision different to the special terms and conditions. The postmark serves as proof of compliance with the notice period defined hereafter.

### 7.3. Termination of the contract

#### 7.3.1. The contract can be terminated before its normal expiry date

- a) by the heir, buyer or insurer, in the event of the death of the insured or alienation of the element insured (Article L. 121-10 of the Code).
- b) by the insurer:
- in the event of non-payment of the premium (Article L. 113-3 of the Code);
  - in the event of exacerbation of the risk (Article L. 113-4 of the Code);
  - in the event of an omission or inaccuracy in the declaration of risk when the contract was taken out or during the term of the contract (Article L. 113-9 of the Code);
  - after the event, the insured having the right to terminate the other contracts taken out with the insurer (Article R. 113-10 of the Code). Termination takes effect one month after receipt of the registered letter.
- c) by the insured:
- in the event of a decrease in risk, if the insurer refuses to reduce the premium accordingly (Article L. 113-4 of the Code),
  - in the event of termination by the insurer of one of the insured's other contracts after an event (Article R. 113-10 of the Code). In this case, the request must be made in the month following termination of the contract against which a claim has been made and termination takes effect one month after receipt of the registered letter;
  - in the event of transfer of the insurer's portfolio (Article L. 324-1 of the Code).
- d) by the judicial receiver in the event of initiation of a protection or judicial recovery procedure, or by the judicial liquidator in the event of opening of a judicial liquidation procedure pursuant to the conditions defined in Article L. 622-13 of the Commercial Code.
- e) by the insured or insurer in the event of occurrence of one of the following events: change of address, marital status, matrimonial regime, profession, retirement or definitive ceasing of a professional activity when the purpose of the contract is to cover the risks directly related to the previous situation and which are not applicable in the new situation. The request must be made within three months following:
- the event, for the policyholder,
  - the date on which it became aware thereof, for the insurer,

termination takes effect one month after receipt of the registered letter mentioning the date and nature of the event (Article L. 113-16 of the Code).

In any case, notice must be given of termination by registered letter sent, in the case of the insured, to the insurer's registered office, and in the case of the insurer, to the insured's last known address.

### 7.3.2. The contract is automatically terminated

In the event of total withdrawal of the insurer's authorisation (Article L. 326-12 of the Code).

### 7.3.3. Provisions regarding the premium

- In the event of termination in the course of the year of insurance for reasons other than non-payment of the premium or the revision of rates, the portion of the premium corresponding to the period after termination is refundable. The insurer must therefore refund the insured if the premium was paid in advance.
- In the event of disappearance of the risk insured following an event settled by the insurer, the insurer will not refund the premium.

## 7.4. Representations

### 7.4.1. Upon entering into the contract

The contract is drawn up based on the policyholder's declarations and the premium is fixed as a result thereof.

The policyholder must, on penalty of the sanctions provided for hereafter, accurately answer the questions asked by the insurer, in particular on the declaration of risk form, regarding the circumstances allowing the insurer to assess the risk.

The policyholder must notably declare if they are aware of events which have arisen during the five years preceding taking out the policy and likely to incur their liability.

### 7.4.2. During the contract

The policyholder or the insured must declare the new circumstances either exacerbating the risks or creating new risks and therefore making the answers given to the insurer inaccurate and obsolete. This declaration must be made by registered letter within a period of fifteen days as from the date on which the policyholder becomes aware of these new elements.

When this modification constitutes an exacerbation of the risk, the insurer can propose an increase in the premium or terminate the contract. In the former case, if within a period of thirty days as from the insurer's proposal the insured refuses this proposal or does not respond favourably to it, the insurer can terminate the contract. In the second case, the insurer will refund the insured the portion of the premium related to the period during which the risk was not faced. In any case, termination takes effect ten days after notice is given to the insurer.

When this modification constitutes a decrease in risk, the insured is entitled to a decrease in the premium amount. If the insurer does not agree thereto, the insured can give notice of termination for the contract. Termination takes effect thirty days after notification and the insurer will refund the insured the portion of the premium related to the period during which the risk was not faced.

### 7.4.3. Sanctions

Any reluctance, voluntary false declaration, omission or inaccuracy in the declaration of circumstances or exacerbations referred to in the previous paragraphs is sanctioned even if it did not have any influence on the event, in the following conditions:

- in the case of bad faith by the policyholder or the insured, by nullity of the contract
- if the policyholder's or insured's bad faith is not established, by a reduction in compensation for the event, in proportion to the premium paid compared to the premium that would have been due if the risks had been declared accurately and in full. The rate taken as a basis for this reduction is, depending on the circumstances, the rate applicable either upon taking out the contract or on the date of exacerbation of the risk or, if this cannot be determined, on the most recent renewal date before the event.

#### 7.4.4. Declaration of other insurance policies

When a number of insurance policies cover the same risks, the policyholder must declare the names and addresses of their other insurers when taking out or during the term of the contract.

#### 7.5. Transfer of ownership

In the event of transfer of ownership of the company following the sale, donation or inheritance thereof, the insurance policy automatically continues to the benefit of the new owner. Only the new owner is required to pay the premium due provided that the insurer has been informed of the transfer. The same applies to heirs in the case of death.

In the event of alienation, the person which alienates remains bound with respect to the insurer for the payment of premiums due; it is still required to pay the premiums until it has informed the insurer of the alienation by registered letter.

#### 7.6. Premium

##### 7.6.1. Calculation of the premium

Premiums are calculated in accordance with one of the conditions hereafter, specified in the special terms and conditions.

###### Lump-sum premium

The premium is payable in advance; the amount is fixed in the special terms and conditions.

###### Adjustable premium

When taking out the policy, the policyholder must pay the provisional premium fixed in the special terms and conditions and, on each main renewal date, a provisional premium corresponding to the most recent final net annual premium known before said renewal date, which cannot be less than the minimum fixed annual premium provided for in the special terms and conditions.

The final annual premium will be calculated at the end of the year of insurance by applying the premium rate fixed in the special terms and conditions to variable elements retained as the basis for the calculation and declared by the policyholder for the past insurance year. It cannot under any circumstance be less than the minimum fixed annual premium provided for in the special terms and conditions.

If the definitive annual premium is greater than the provisional premium received for the same period, a complementary contribution corresponding to the difference will be payable by the policyholder.

If the definitive annual premium is lower than the provisional premium received for the same period, the policyholder will be refunded the difference. Nonetheless, this refund cannot exceed 40% of the aforementioned provisional premium.

##### 7.6.2. Declaration of variable elements

###### Conditions governing the declaration

When the premium is calculated in accordance with the formula referred to in Article 7.6.1 paragraph 3, the policyholder must, subject to the sanctions provided for hereafter, declare to the insurer, within thirty days of each main renewal date, the amount of the variable, stipulated in the special terms and conditions, retained as a basis for the calculation.

The insurer may verify the policyholder's declarations. To this end, the latter must accept a visit from any representative appointed by the insurer and justify the accuracy of declarations using all supporting documents in their possession.

## THIRD-PARTY LIABILITY FOR BUSINESSES - SERVICE PROVIDERS GENERAL PROVISIONS

Consequences and sanctions in the case of an incorrect declaration or in the absence of a declaration

In the event of an error in the declarations serving as a basis for the calculation of the premium, the insurer reserves the right to apply the sanctions provided for in Articles L. 113-8 and L. 113-9 of the Insurance Code, as recalled in Article 7.4.3 of the terms and conditions.

If the elements necessary to determine the revised premium are not declared within the given deadlines, the same sanctions will apply. Moreover, 50% of the most recent premium paid will be paid as a penalty.

If this premium is not paid, the insurer may take legal proceedings or suspend cover and terminate the contract pursuant to the terms and conditions provided for in the Article "Payment of premiums" hereafter.

### Definition of variables

The variables retained for the calculation of the premium are indicated in the special terms and conditions.

Nonetheless, the definition of variables most often retained is as follows:

- REMUNERATION OF PERSONNEL / SALARIES OR PAYROLL/

- The total (gross) amount set forth in the Annual Declaration of Social Data made to the tax authorities or on any other document which may replace it.

- Half of the amount excluding taxes of the invoices paid or due to temporary work agencies having provided interim workers to the insured.

- TURNOVER

The amount excluding taxes, paid or due by the clients in consideration for operations falling under the insured's covered activities and which were invoiced during the period in question.

- FEES

The amounts paid or due by the insured's clients during the period of insurance in question, in consideration for the services provided for activities covered.

### 7.6.3. Payment of premiums

The annual premium or, in the event that the premium is split, the portions of the premium and incidentals as well as taxes and duties on insurance contracts, are payable to the insurer's registered office or to the address for service of any authorised representative who may have been appointed by it to this end. The dates of this payment are those indicated in the special terms and conditions. If payment of a premium, portion of a premium or element of a premium is not made within ten days of the due date, the insurer, independently of its right to take legal proceedings can, by registered letter, constituting formal notice, sent to the policyholder or the person responsible for the payment of premiums, to their last known address for service, suspend cover thirty days after the sending of this letter.

The insurer is entitled to terminate the contract ten days after expiry of the thirty-day period referred to above, by notice to the policyholder, either in the registered letter giving formal notice or in another registered letter.

### 7.7. Revision - Adaptation

#### Revision of rates

If the insurer modifies the rates applicable to the risks covered by this contract, the premium and the premium rate when revisable on the basis of variables defined in the special terms and conditions, are modified proportionally on the first annual renewal date which follows this modification. The payment notice will mention the new premium. In the event of an increase in the premium, the policyholder will be entitled to terminate the contract as provided for in Article 7.3 "Termination of the contract" within fifteen days of becoming aware of the price increase. This termination will take effect one month after notice and the insured will be required to pay a portion of the premium calculated using the previous premium, on a prorata basis of the time which has elapsed between the last renewal date and the effective date of termination. If the contract is not terminated within the time frame mentioned above, the new premium is deemed to have been accepted by the policyholder.

## Adaptation of premiums, cover and excesses

In the event that the contract is indexed, the lump-sum premiums, minimum premiums, cover amounts and excesses indicated in the special terms and conditions will be modified as from each annual renewal date, proportionally to variations in the index also defined in the special terms and conditions. This modification will be made proportionally to the change observed between the subscription index and main renewal date index.

## 7.8. Precautionary measures

The insured must, as soon as they become aware of any elements or events likely to cause damage, take all useful measures, at their own expense, to prevent the occurrence of damage. These precautionary measures can include the withdrawal of the goods provided from the market.

Any inaction or delay in taking precautionary measures authorises the insurer to claim an indemnity proportionate to the damage suffered.

## 7.9. Events

### 7.9.1. Obligations of the insured or, otherwise, the policyholder

In case of an event, the insured or, otherwise, the policyholder, must:

- as soon as they become aware thereof and at the latest within five working days, give notice of the event to the insurer or authorised representative appointed by it to this end, in writing - preferably by registered letter
  - or orally against receipt, on penalty of forfeiture if the insurer establishes that this delay caused damage. This sanction is not applicable if the delay is due to an act of God or force majeure.
- indicate in the event declaration or, if this is not possible, in a later declaration made at the earliest opportunity:
  - the date, nature, circumstances, and place where the event took place,
  - the names and addresses of the injured party(ies) and, if possible, any witnesses,
  - whether the authorities intervened and a report or statement was drawn up,
- communicate to the insurer, upon receipt, any notice, letter, convening notice, summons, extrajudicial deeds and procedural documents sent, handed over or notified to the insured or their agents.

If the insured or policyholder does not comply with the obligations provided for herein, except in the case of an act of God or force majeure, the insurer can claim compensation proportional to any harm which this breach causes to it.

If, following a breach of their obligations, after the event, the insured loses any right to cover, the insurer will nonetheless compensate the persons for which the insured is liable. However, the insurer reserves the right to seek reimbursement of amounts paid in this way.

## 7.9.2. The insurer's obligations

### Proceedings - settlements

In the event of proceedings concerning a liability covered by this contract and within the limits of its cover:

- before civil, commercial or administrative courts, the insurer reserves the right to take care of the insured's defence, manage the proceedings and pursue all remedies,
- before criminal courts: if the victims have not been paid off, the insurer is responsible for managing the proceedings brought to protect the insured's civil interests. The insurer can pursue all remedies on behalf of the insured when the insured's criminal interest is no longer at stake. Otherwise, the insurer can only pursue remedies with the insured's consent.

The insurer alone is entitled, within the limits of cover, to reach a settlement with the injured parties or their assigns.

No acknowledgement of liability or settlement reached without the insurer is enforceable against them; admission of a material fact or simply providing a victim with urgent assistance is not considered as acknowledgement of liability when said assistance constitutes a general legal or moral duty.

### Unenforceability of forfeiture

Forfeiture on the grounds of breach by the insured of their obligations after the event cannot be enforced against the injured parties or their claimants.

However, the insurer can choose to seek reimbursement from the insured of all amounts paid or set aside in their place.

### Payment of compensation

Compensation must be paid within sixty days of an amicable agreement or enforceable legal decision. In the case of conflict, this time frame only runs from the date of release.

Compensation is payable in France in euros.

In the event that the compensation amount was fixed in a foreign currency, the payment is made in euros at the official exchange rate on the date of payment.

## 7.10. Subrogation

The insurer substitutes himself for the insured, up to the amount of the compensation paid as part of the exercise of their rights and actions against any third party responsible for damage. If, due to the insured, these rights and actions can no longer be exercised, cover will cease to apply for the non-deductible part. When the insurer waives making a claim against the person responsible for an event and the latter is insured, the insurer can make a claim against said insurer within the limits of said insurance policy.

The insurer cannot make any claim against the children, descendants, ancestors, agents or any person for which the insured is recognised as being liable, except in the case of malice by one of these persons, but it can make a claim against their insurers.

## 7.11. Limitation period

In accordance with the provisions of Article L. 114-1 of the Insurance Code, all actions deriving from an insurance contract must be brought within two years of the triggering event.

However, this time runs:

- in the event of concealment, omission or false or inaccurate declaration regarding the risk involved, only from the date on which the insurer became aware thereof,
- in case of an event, from the date on which the concerned parties became aware thereof, if they prove that they were not aware thereof until then.

When the insured's action against the insurer is based on a third-party claim, the limitation period only runs from the date on which said third party brought legal action against the insured or was compensated by the latter.

The limitation period is increased to ten years under insurance contracts covering personal injury, when the beneficiaries are the assigns of the deceased insured.

In accordance with Article L. 114-2 of the Insurance Code, the limitation period is interrupted by one of the ordinary causes of interruption of the limitation period:

- any legal claim, even in interim proceedings or brought before a court which does not have jurisdiction;
- any compulsory enforcement action, or any precautionary measure taken in accordance with the Code of Civil Enforcement Procedures;
- any acknowledgement by the insurer of the insured's right to cover, or any acknowledgement of debt by the insured with respect to the insurer.

It is also interrupted by:

- the appointment of experts following an event;
- the sending of a registered letter with acknowledgement of receipt by:
  - the insurer to the insured regarding an action for payment of the premium;
  - the insured to the insurer regarding the payment of compensation.

In accordance with Article L. 114-3 of the Insurance Code, the parties to the insurance contract cannot, even by mutual agreement, modify the duration of the limitation period, or add to the causes of suspension or interruption thereof.

## 7.12. Claim

Without prejudice to the right for the insured to bring legal proceedings if, after contacting their dedicated correspondent or the customer service team by phone or letter, a lack of understanding persists, they can contact the customer service team by writing to the following address:

AXA France  
Relations Clientèle AXA Entreprises  
313 Terrasses de l'Arche  
92727 Nanterre Cedex

specifying the contract name and number.

The insured's circumstances will be studied with the utmost care: an acknowledgement of receipt will be sent within 8 days and a response within 40 days (unless the complexity of the situation means a longer period of time is necessary).

If no solution is found, the insured can then contact the Insurance Mediator, by writing to the following address – La Médiation de l'Assurance TSA 50110 – 75441 Paris Cedex 09, or the website <http://www.mediation-assurance.org>.

This is free of charge.

The mediator will issue an opinion within 90 days as from receipt of the complete file. His opinion is not binding and, if the insured wishes, they will be free to bring proceedings before the competent French court.

## Definitions

The definitions hereafter form an integral part of the contract whenever the word or expression is used. They have no impact on the existence of cover if it is not deemed to apply under the special terms and conditions.

For the purpose of this contract, the meanings below apply:

### Accident

Any sudden, unexpected event arising in an accidental way and which causes bodily injury, property damage or intangible damage.

### Year of insurance

The period between:

- two annual premium renewal dates;
- the effective date of the contract and the first annual premium renewal date;
- the last annual premium renewal date and the date of expiry or termination of the contract.

### Insured

The policyholder or any other person recognised as having this capacity in the special terms and conditions of the contract.

If the insured is a legal entity, the following are the insured:

- for a *société anonyme*: the Chairman, Directors, Chairman of the Management Board and General Managers;
- for companies with other legal forms: the *gérant*;
- the substitutes in management in the performance of their duties.

### Damage to the environment

The emission, dispersion, release or deposit of any solid, liquid or gaseous substance diffused by the atmosphere, soil or water;

the production of smells, noises, vibrations, temperature variations, waves, radiation or rays exceeding levels normally tolerable to neighbours.

### Accidental damage to the environment

Damage to the environment is accidental when it arises simultaneously to the sudden, unexpected event which caused it and is not slow and progressive.

### Property entrusted

Any movable property belonging to a third party, including the insured's clients, and which the insured have in their custody or safekeeping or which they hold in any capacity whatsoever.

### Code

The French Insurance Code.



### Bodily injury

Any bodily harm suffered by an individual.

### Property damage

The deterioration or destruction of a thing or substance as well as the theft or disappearance thereof, any physical harm to animals.

### Intangible damage

Any damage other than bodily injury or property damage and in particular any financial harm which results from deprivation of enjoyment of a right, loss of a benefit or interruption to a service provided by a person or property.

### Non-consequential intangible damage

Any intangible damage:

- which is not caused by bodily injury or property damage,
- which is caused by bodily injury or property damage not covered by the policy.

### Harmful event

Element, act or event causing the damage suffered by the victim.

### Excess

The portion of the compensation remaining, in any case, payable by the insured and above which the insurer's cover applies

### Subscription index

The index fixed in the special terms and conditions if this contract is indexed.

### Main renewal date index

The index published on the main renewal date of the contract (if it is indexed).

### Dispute

Conflictual situation or dispute leading the insured to assert a right or defend themselves before a criminal court, meeting the conditions of the "CRIMINAL DEFENCE AND REMEDIES" cover.

### Delivery

The actual delivery of a product by the insured, or the completion of a service, voluntary marketing of a product or handover of work, when this delivery, completion, marketing or handover gives the new holder the power to avail thereof irrespective of any intervention by the insured or persons for which they are responsible.

### Service

Provision of a recommendation, study or service without delivery of a product within the meaning specified hereafter.

### Product

Any item delivered to third parties or put on the market by the insured.

### Claim

Any amicable or disputed claim for compensation made by the victim of damage or their assigns and sent to the insured or insurer.

### Event

Any damage or the total damage caused to third parties for which the insured is liable, as a result of a harmful event, giving rise to one or more claims.

### Policyholder

The individual or legal entity referred to under this name in the special terms and conditions, signatory of the contract and debtor of the premiums. In the absence of designation, the insured.

### Third party

Any person other than:

- the insured as defined in the special terms and conditions,
- the spouse, ancestors or descendants of the insured, liable for an event (except cases where the French Social Security or any other complementary insurance body can make a claim against the liable insured),
- when the insured is a legal entity, their legal representatives, the persons for which the policyholder or their legal representatives have substituted themselves in the management of the company when they are performing their duties,
- the insured's agents, whether employees or not, in the performance of their duties.

Except by express derogation from the special terms and conditions, in the event of multiple insureds named in the special terms and conditions, the latter are not considered as third parties for the application of this contract, except in the case of bodily injury.

## 8. Environmental liability

### 8.1 Definitions

These definitions complete those set forth in the terms and conditions of this contract. For application of this cover, the meanings below apply:

#### Environmental damage

The damage referred to in European Directive 2004/35/EC and its transposition texts in the various European Union member states, i.e.:

- damage affecting soil, i.e. any soil contamination which gives rise to a serious risk of a negative adverse effect on human health,
- damage impacting waters, i.e. damage which seriously and negatively impacts the environmental, chemical or quantitative condition or environmental potential of the waters concerned,
- damage caused to protected species and natural habitats, namely any damage which has a serious impact on establishment or maintenance of such habitats or species in a favourable state of conservation.

Compensation for this damage is granted in two ways (Articles L. 142-1 and following of the Environmental Code):

- by order of public authorities;
- by formal request of an association whose purpose is to protect nature and the environment.

#### Waters

All surface waters and groundwater.

#### Surface Waters

All natural running or stagnant water belonging to a water system and, by extension, waters in coastal areas, bounded by the high water mark and low water mark.

#### Groundwater

All open or confined natural waters belonging to an underground water system.

#### Costs for preventing environmental damage

Costs, as provided for by European Directive 2004/35/EC and its transposition texts in the various European Union member states, incurred to prevent or minimise environmental damage in the event of an imminent threat of such damage. They include costs justified by the necessity of correct and effective implementation of preventive actions, including the cost of assessing the imminent threat of environmental damage, the options regarding what action to take, and the administrative, legal and enforcement costs, the costs of collecting data and other general expenses and monitoring and supervision costs.

#### Costs for remedying environmental damage

Costs, as provided for in European Directive 2004/35/EC and its transposition texts in the various European Union member states, incurred to remedy environmental damage resulting from any action or series of actions, including mitigation measures or temporary measures seeking to restore, rehabilitate or replace the damaged natural resources or services deteriorated or to provide an equivalent alternative to these resources or services.

They include costs justified by the necessity of correct and effective implementation of remedying actions, including the cost of assessing environmental damage, the options regarding what action to take, and the administrative, legal and enforcement costs, the costs of collecting data and other general expenses, and monitoring and supervision costs.

### First verifiable observation of covered damage

Any objective element established by any admissible proof certifying, for the first time, the existence of a covered damage.

### Environmental liability

The liability established by European Directive No. 2004/35/EC and its transposition texts in the various European Union member states.

### Event

Under the Environmental Liability cover, all costs for preventing and remedying environmental damage incurred by the insured, resulting from a single harmful event, constitute a single event.

### Soil

Natural upper layer of earth, resulting from the alteration of underlying geological layers. By extension, this also includes the subsoil composed of deep geological layers.

## 8.2 Purpose of the cover

In the absence of a third-party claim, the Insurer covers the payment of costs for preventing and remedying environmental damage incurred by the insured, for environmental liability, both within and outside the insured sites, when these costs are generated by an unforeseeable occurrence attributable to the performance of the insured activities specified in the special terms and conditions.

## 8.3 Damage covered

The environmental damage referred to in this cover includes:

- Damage affecting soil, i.e. any soil contamination which gives rise to a serious risk of a negative adverse effect on human health;
- Damage impacting waters, i.e. damage which seriously and negatively impacts the environmental, chemical or quantitative condition or environmental potential of the waters concerned;
- Damage caused to protected natural species and habitats, namely any damage which has a serious impact on establishment or maintenance of such habitats or species in a favourable state of conservation;

when these expenses are incurred, upon request of the competent authority and/or in agreement with it, both:

- within the insured's sites,
- outside the insured's sites.

## 8.4 Exclusions

### THE FOLLOWING ARE NOT COVERED:

- 8.4.1 Damage caused by the insured's wilful or fraudulent misconduct.
- 8.4.2 damage caused by a deliberate infringement of:
- specific rules regarding safety and caution, imposed by a law or regulation;
  - industry standards or safety recommendations defined in technical documents published by official competent bodies or industry bodies, when this infringement constitutes exceptionally serious misconduct derived from an action or voluntary omission, an awareness of danger which the author must have had due to his profession, or the absence of any justifying cause, when the company's legal representatives were aware thereof or could not have been unaware thereof.
- 8.4.3 Damage resulting from:
- a defect impacting the insured's equipment or facilities, of which the insured is aware;
  - defective workmanship leading the main contractor, a chartered building surveyor or owner to issue reserves; remain nonetheless covered for damage caused during the time frame strictly necessary for completion of the work designed to eliminate defects and defective workmanship, without this time period being able to exceed three months, except in the case of a contrary agreement made before the harmful event. This three-month period starts to run as from the date on which defects and defective workmanship are observed or notice is given of reserves;
  - a deliberate choice to make an abusive saving on the cost of the service or operating conditions.
- 8.4.4 Damage caused directly or indirectly by:
- a foreign war; it is the responsibility of the insured to prove that the event was caused by something other than a foreign war;
  - civil war, attacks, terrorist attacks or acts of sabotage, riots, grassroots movements, strikes, lockouts; it is the responsibility of the insured to prove that the event was caused by one of these elements.
- 8.4.5 Damage caused by hurricanes, torrents, cyclones, floods, earthquakes, volcanic eruptions, storms or tidal waves.
- 8.4.6 Fines (including those for civil compensation) and penalties.
- 8.4.7 Damage resulting from the use or spread of genetically-modified organisms.
- 8.4.8 Damage caused by electromagnetic fields or waves.
- 8.4.9 Damage of any kind whatsoever by:
- asbestos,
  - lead,
  - formaldehyde.
- 8.4.10 Damage caused or exacerbated by:
- arms or nuclear explosive devices;
  - any nuclear fuel, radioactive product or waste, or any other source of ionising radiation, for which a nuclear facility operator is solely liable or which originated in the supply of goods or services to a nuclear facility, or directly impacting a nuclear facility;
  - any source of ionising radiation (in particular any radioisotope) used or intended for use outside a nuclear facility which the insured, or any person for which the insured is liable, owns, has custody of or uses, or for which the aforementioned may be held liable as a result of its design, manufacture or packaging.

By way of partial derogation from the above, the policy covers damage or the exacerbation of damage caused by sources of ionising radiation, used or intended for use in France for medical or industrial purposes, outside a nuclear facility, and for which the holder or user:

- is not required to make a declaration or request authorisation,
- or is only required to make a simple declaration.

- 8.4.11 Damage, the possibility of which could not have been known given the level of scientific and technical knowledge at the time of the events attributable to the insured causing the damage.
- 8.4.12 Damage caused by dams or dykes measuring more than five metres, as well as by water from lakes, reservoirs and artificial lakes with a surface area of more than fifty hectares.
- 8.4.13 Damage attributable to the supply of products of human origin or products made by biosynthesis derived directly from products of human origin.
- 8.4.14 Damage resulting from the absence or insufficient nature of financial, legal or collective bargaining guarantees of which the insured must be able to prove the existence.
- 8.4.15 Damage:
- caused by floating, railway or airborne vessels or vehicles or ski lifts; nonetheless, damage attributable to railway equipment, even self-propelled, used on specific railway junctions operated by the insured for the sole purposes of the activities covered, remain covered;
  - involving land motor vehicles, including self-propelled construction machinery used as a tool, trailers and semi-trailers and land devices hitched to a land motor vehicle, owned, driven, used or in the custody of the insured or persons for which the insured is civilly liable.
- 8.4.16 Damage resulting from any discharge or emissions authorised or tolerated by administrative authorities for operation of the insured's site.
- 8.4.17 Costs for preventing and remedying environmental damage caused by classified facilities subject to authorisation or registration under book V of the Environmental Code.
- 8.4.18 Costs for preventing and remedying environmental damage caused by underground tanks and pipelines, buried in the ground or installed in a non-accessible pit or gutter, composed of a single wall and commissioned more than ten years before the date of the event. It is specified that cover continues to apply, without prejudice to the application of other exclusions, for damage caused by sewage networks installed on the insured's premises and, as may be relevant, by the treated water outfall sewer.
- 8.4.19 The consequences of liabilities of the kind referred to in Books II and VI of the French Commercial Code, or enacted by foreign legislation or unwritten local rules, which may be incumbent upon the managers individually or jointly and severally in the context of their duties.

## 8.5 Cover and excess amounts

This cover is granted up to the amount of EUR 35,000 per year of insurance. No derogation can be made from this amount in the Special Terms and Conditions of this contract.

In case of an event, an excess of EUR 1,500 is deducted from the compensation paid under this cover. It cannot decrease the maximum cover amount.

These amounts are never indexed.

## 8.6 Territoriality

The environmental liability cover applies to the costs for preventing and remedying environmental damage incurred in European Union member countries having incorporated European directive 2004/35/EC into their domestic law.

THIS INSURANCE CANNOT IN ANY WAY REPLACE INSURANCE TO BE TAKEN OUT ABROAD, IN ACCORDANCE WITH LOCAL LEGISLATION, WITH AUTHORISED INSURERS IN THE COUNTRY IN QUESTION.

## 8.7 Duration of cover

The environmental liability cover applies to costs for preventing and remedying environmental damage incurred by the insured between the initial effective date of the cover and expiry of a subsequent period of 24 months on its date of termination or expiry, provided that these expenses are incurred following:

- a harmful event arising between the initial effective date of the cover and the date of termination or expiry;
- and damage which was the subject of an initial verifiable report between the initial effective date of the cover and the date of termination or its expiry.

## 8.8 Events

The insured's (or policyholder's) obligations as well as those of the insurer are, in case of an event, those already defined in the terms and conditions for the "third-party liability" cover.

## Your AXA contact

An ethical company, over the past few years, AXA France has been developing insurance products with an environmental and social dimension.

A graphic element consisting of a black square with a red diagonal line from the bottom-left to the top-right, and a white triangle on the right side containing text.

\* These services are proof of our commitments:  
make administrative processes simpler and clearer, offer you advice over time, ensure a socially-committed presence at key moments and always be attentive.

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