

# FIRST'EXPAT+//RELAIS'EXPAT+

// INFORMATION BOOKLET SERVING AS THE GENERAL TERMS & CONDITIONS

LEGAL ASSISTANCE BENEFITS



CONTENTS

/ GENERAL PROVISIONS OF LEGAL ASSISTANCE BENEFITS..... 2

1. / LEGAL EXPENSES INSURANCE FOR EXPATRIATES AND IMPATRIATES .....2

2. / SERVICES AND ASSISTANCE FOR EXPATRIATES AND IMPATRIATES .....5

3. / COMPLAINTS PROCEDURE .....6

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

# GENERAL PROVISIONS OF LEGAL ASSISTANCE BENEFITS

Policy n°01045184 taken out by ASFE with AREAS insurance, with services provided by CIVIS.

## 1. / LEGAL EXPENSES INSURANCE FOR EXPATRIATES AND IMPATRIATES

### 1.1. LEGAL AND TAX INFORMATION

In order to provide you with information on French law, you have access to our “ASFE INFORMATION JURIDIQUE” service. Our legal experts answer your questions on legal matters among the fields listed below, whether with regard to documentation or daily life:

- Consumer law: the purchase, hiring, financing, ownership or sale of personal estates or services intended for your private use.
- Real estate law, concerning your home in France: leasing during your expatriation, condominium, relations with your landlord/lady in your capacity as a tenant, neighbors, maintenance or repair work, insurance, etc.
- Transportation law: moving, luggage transportation, liability of the carrier, etc.
- Tax law: information about income declaration, income tax for individuals, VAT on goods and services intended for your private use, tax procedures, etc.
- Customs law: customs clearance, etc.

### IMPORTANT

This service is available 24/7:  
By telephone: +331 53 26 25 25.  
Via internet: <http://www.civis.fr>.

### 1.2. LEGAL EXPENSES INSURANCE

#### 1.2.1. PURPOSE OF YOUR COVERAGE

We provide you with the legal and financial resources you require in order to inform, assist and defend you in the event of a covered case of litigation and to assert and exercise your rights.

#### 1.2.2. COVERED EVENTS

In the event of litigation against a third party in the following fields, whether under the jurisdiction of a court of the French Republic or of another State:

- Consumer law: in the event of litigation following the purchase, hiring, financing, ownership or sale of personal estates or services intended for your private use.
- Transportation law: in the event of litigation resulting from the transportation of your personal estates intended for your private use and your personal effects (moving, luggage transportation, etc.).
- Real estate law: in the event of litigation against your landlord/lady in your capacity as a tenant, concerning your home in your State of expatriation: concerning expatriates from France to another State, in the event of litigation concerning your home in France: leasing during your expatriation, condominium, neighbors, maintenance or repair work, insurance, etc.
- Employment law: in the event of litigation against your employer in your capacity as an employee, concerning the signature, implementation and termination of your employment contract.
- Criminal law: defense in the event of criminal proceedings (hearings, police custody, indictments or legal action brought before a criminal court), when the services of an attorney are required by the procedure in the country in question, and the provision of advances for bail bonds if necessary.
- Administrative law: in the event of litigation against your State of expatriation concerning administrative matters (regulations, disputes with a public body, customs disputes, etc.), excluding disputes regarding tax matters.

In the event of litigation involving the tax department of the French Republic concerning tax law matters: income tax for individuals, VAT on goods and services intended for private use, etc.

#### 1.2.3. EVENTS THAT ARE NOT COVERED

- If the prejudicial event or reprehensible action causing the litigation is brought to your attention before your enrollment in the plan purchased by ASFE, or after the termination of your membership,
- If your request is legally inadmissible, lapsed or if the amount at stake is less than the minimum coverage limit, set at €200/\$250,
- If the litigation results from your third-party liability when it is covered by an insurance policy,
- If the litigation results from:
  - your expression of political, trade-union or religious opinions,
  - the protection of your patents, intellectual property or copyright,
  - your capacity as endorser, guarantor or assignee of rights,
  - the protection of your patents, intellectual property or copyright,
  - criminal proceedings, investigation measures or claims filed against you within the European Economic Area for a crime or offense involving deliberate actions to do harm, or for a brawl or insult,
  - the practice of a non-salaried professional activity, as regards your relations with the French tax department or the department in the State of expatriation, - the application of book I of the French Civil Code (Code Civil) (divorce, filiation, citizenship, etc.) and marriage settlements, inheritance and inter vivos gifts,
  - civil or foreign war,

- the application of this policy.

#### 1.2.4. IN THE EVENT OF LITIGATION

This cover provides you with the services of legal experts who will assist you under the following conditions:

#### 1.2.5. DECLARATION OF YOUR LITIGATION

As soon as you are made aware of a litigation procedure, you must request our assistance by contacting us by telephone or via our website. You must then send us, if necessary, all details and papers for the litigation investigation and to find an out-of-court solution.

This declaration must reach us before the launch of legal action and before any referral of the litigation to an attorney, judicial officer or expert, with the exception of urgent and appropriate proceedings to preserve rights.

In the event of an inaccurate or dishonest declaration concerning the facts, events or situation at the source of the litigation, or more generally concerning any factor that may contribute to a settlement, coverage may be forfeited.

#### 1.2.6. MANAGEMENT OF YOUR LITIGATION

We undertake to seek an amicable arrangement for your litigation as quickly as possible.

To do this, legal experts will first of all inform you of your rights and then will launch, with your consent, any interventions, proceedings and negotiations that may lead to an out-of-court settlement of your litigation:

- For litigation that does not require legal proceedings and for which your specific expatriate situation prevents us from providing you with the information requested, we arrange a consultation with an attorney.
- You may therefore meet with an attorney of your choice, and upon your written request, we can put you into contact with a local attorney (avocat correspondant) or an attorney recommended by the Consulate.
- You may consult an attorney no more than two times per year of insurance, up to a ceiling of €450/\$560 incl. tax per consultation corresponding to legal fees and the attorney's own fees.
- For other litigation, within the European Union only, if you are notified that the third party is assisted by an attorney by private agreement, or if we are directly notified, you must also be assisted by an attorney. You may choose an attorney, and upon your written request, we can put you into contact with one of our usual attorneys. We will pay the attorney's own fees and legal fees directly, up to a ceiling of €450/\$550 incl. tax per litigation for this out-of-court phase.
- If your litigation is brought before a French or foreign court, or in the event of a conflict of interest, you may choose an attorney, and upon your written request, we can put you into contact with a local attorney (avocat correspondant) or an attorney recommended by the Consulate.

You have, with our assistance should you so wish, control of the directives and measures that may prove necessary during the proceedings. Under all circumstances, it is necessary to obtain our prior approval on the coverage of legal and attorney's fees related to the action or legal remedies that you intend to pursue in order to enable us to examine the cogency and appropriateness of said action, by providing us with all useful documents. The same procedure applies to the acceptance of a transaction.

It is your responsibility to pay all amounts, retainers and deposits that may be required and that are not covered by this plan. We will pay the legal fees and fees of representatives, **up to the amounts shown in the following table relating to the lawyer acting on your behalf**, as well as all other fees required to resolve the litigation.

You are covered for up to two cases of litigation per year of insurance. Our total payments per litigation may not exceed €5,000/\$6,250 incl. tax, the fees for any consultations previously conducted and related to the same litigation process are included in this amount.

The amounts allocated to fees and costs and unrecoverable fees are allocated as a priority to any fees that you have personally paid out. In excess of your own fees, we will be subrogated to your rights and actions for the recovery of these amounts, up to the amounts we have paid.

EXPENSES THAT WE WILL PAY TO THE ATTORNEY ACTING ON YOUR BEHALF		EXPENSES THAT WE WILL NOT COVER
Consultation	€450/\$550	<p>-Any fines and amounts that you have to pay or reimburse to a third party (or third parties)</p> <p>-Expenses and costs incurred by the third party (or third parties) and to be borne by you</p> <p>-Attorney fees based on performance</p> <p>-Expenses and actions made necessary or more serious due to an action on your part</p> <p>-Investigations to identify or locate the third party (or third parties)</p> <p>-Expenses incurred without our approval</p>
Assistance during the out-of-court phase (if the third party is assisted by an attorney)	€450/\$550	
Administrative commission, District judge ( <i>Juge de proximité</i> ) (for criminal matters), Police Court (1 <sup>st</sup> to 4 <sup>th</sup> category) Criminal mediation, Police Court (5 <sup>th</sup> category), Correctional Court, Summary Proceedings	€450/\$550	
Institution of civil action proceedings	€380/\$475	
Liquidation of civil interests	€460/\$575	
Other procedures	€450/\$550	
Assistance for appraisal, investigation measures	€245/\$305	
District Court (Tribunal d'Instance), District judge ( <i>Juge de proximité</i> ) (for civil matters), Court for Social Matters (Tribunal des Affaires Sociales), Regional Court (Tribunal de Grande Instance), Commercial Court	€800/\$1,000	
<b>Administrative court</b>		
<b>Board in Industrial Disputes (<i>Conseil de Prud'hommes</i>)</b>		
- Conciliation	€305/\$380	
- Judgment Board	€580/\$725	
- Deciding judge	€380/\$475	
<b>Appeal Court (<i>Cour d'Appel</i>)</b>		
- Defense (criminal matters)	€580/\$725	
- Other	€800/\$1,000	
<b>Highest Court of Appeal (<i>Cour de Cassation</i>), Council of State (<i>Conseil d'État</i>)</b>		
- appeal for defense	€1,500/\$1,900	
- appeal for a petition	€2,000/\$2,500	
- Criminal Court ( <i>Cour d'Assises</i> )	€1,525/\$1,900	
<b>Settlement in the judicial phase:</b>		
- without drafting of minutes	50% of the maximum amount set for the jurisdiction in question	
- with drafting of minutes	100% of the maximum amount set for the jurisdiction in question	
<p>In addition to attorney fees, these amounts include VAT as well as any expenses, rights, disbursements or other fees (e.g. for cases submitted to the Regional Court (Tribunal de Grande Instance)).</p> <p>However, they do not include judicial officers' fees or, where applicable, fees incurred for representatives before the Commercial Court.</p> <p>These amounts are applicable in pursuance of an order, judgment or a ruling or if there are several attorneys involved, i.e. when an attorney replaces another attorney upon your request to defend your interests, or if you decide to be assisted by several attorneys.</p> <p>If the litigation falls under a foreign jurisdiction, the amount applicable is that of the equivalent French jurisdiction or, failing this, that of the level of the jurisdiction in question.</p>		

### 1.2.7. ARBITRATION IN THE EVENT OF DISAGREEMENT:

If our disagreement concerns our refusal to cover a litigation procedure that you wish to launch and that we consider unjustified within the framework of the provisions contained in the paragraph IN THE EVENT OF LITIGATION, you can either:

- launch the litigation procedure that we refuse to cover at your own expense, after informing us in writing of such action.  
If you obtain a final judgment that is favorable to your interests, we will compensate you for the expenses and attorney fees incurred for this action, the amount of which has not been supported by the third party (or third parties).
- or request that an arbitration procedure be launched in accordance with the conditions detailed below.

If our disagreement concerns the measures to be taken to settle the litigation:

- this difficulty may be submitted to a third-party for consideration, an arbitrator appointed by mutual agreement among professionals entitled to provide legal advice (notary public, attorney, professor of faculty, etc.) or, failing this, by the

presiding judge of the Tribunal de Grande Instance (regional court) ruling in summary proceedings. We will cover the fees incurred to exercise this up to €800/\$1,000 incl. tax.

However, the presiding judge of the Tribunal de Grande Instance, ruling in summary proceedings, may decide otherwise if you have exercised this right in wrongful conditions.

If you have launched a litigation at your own expense and you obtain a settlement that is more favorable than that proposed by ourselves or the third-party arbitrator, we will compensate you for the expenses incurred for this action, up to the covered amount.

### 1.3. BAIL BOND

In the event of proceedings involving you and requiring the settlement of a bail bond, we will provide **an advance** of the bail bond, up to the ceiling of €16,000/\$20,000. In the event of proceedings abroad, we will send the bail bond to an intermediary designated by the French Consulate and expressly appointed by yourself. This written appointment must be sent to us by fax or e-mail together with the amount of the bond (in figures and written in full) via a French diplomatic office located in the country in which you are staying.

Our payment of this **advance** is subject to the following terms:

- In the event of an emergency, within 24 hours of the date of the request, we will pay the amount of €8,000/\$10,000 by transfer of funds in cash form, and the remainder, i.e. €8,000/\$10,000, by international bank transfer within 5 working days of the request, to the intermediary designated above.
- Or the amount of €16,000/\$20,000, by international bank transfer to this intermediary within 5 working days of the request.

These services are executed subject to the foreign exchange control legislation of the country in which you are staying.

### 1.4. DEFINITIONS

**Conflicts of interest:** When we must defend your interests and those of the third party(ies) simultaneously.

**Costs:** Legal fees incurred by the trial, not including attorney fees.

**Expatriate:** Any person residing outside their country of origin and who is an insured member of ASFE, the policyholder.

**Forfeit:** Loss of the right to coverage.

**Impatriate:** Any person who is not a French citizen, residing in France and not covered by the French Social Security plan or any similar plan, who is an insured member of ASFE, the policyholder.

**Legally inadmissible:** Indefensible character of your position or of your litigation with regard to legislation and case law currently in force.

**Litigation:** Situation of conflict caused by a prejudicial event or reprehensible action between yourself and a third party (or third parties), leading you to assert a contested right, oppose a claim or defend yourself before a court of law.

**Minimum coverage limit:** Amount of the litigation in principal under which we do not provide coverage; the minimum amount is set at €200/\$250.

**Third party:** A natural or legal person who is not covered by the policy and against whom you have taken legal action.

**Unrecoverable fees:** Amounts paid by a party during legal proceedings, not included in costs and compensated by an indemnity under article 700 of the Revised Code of Civil Proceedings (*Nouveau Code de Procédure Civile*) or article 475-1 of the Code of Criminal Proceedings (*Code de Procédure Pénale*) or article L. 8.1 of the Code of Administrative Courts and Administrative Appeal Courts (*Code des Tribunaux Administratifs et des Cours Administratives d'Appel*).

**Us:** GIE CIVIS economic interest group acting on behalf of the insurer. GIE CIVIS 90 avenue de Flandre 75019 PARIS  
Tel: +33 (0)1.53.26.25.25 - Fax: +33 (0)1.53.26.36.34

**You:** The Insured member, i.e. the member of the ASFE association, the policyholder, as an expatriate or impatriate, his/her spouse or equivalent not legally or physically separated and dependent children for tax purposes.

## 2. / SERVICES AND ASSISTANCE FOR EXPATRIATES AND IMPATRIATES

In the event of the loss or theft of, or technical damage to means of payment:

### ① Cash advance

This cash advance will be payable within 3 hours, 7 days a week, from 10am to 5pm, French time. The maximum amount is €800/\$1,000, and is limited to two advances per year.

### ② The booking and/or payment in the form of an advance of nights in a hotel across the world.

This booking or advance payment of hotel stays is made through the ACCOR network, our partner for these hotel services. For other hotels, we pay the bill for the hotel after you notify us of its contact details. The maximum amount is €800/\$1,000 and is limited to two advances per year.

### ③ The booking or payment in the form of an advance of air fares to enable the journey to continue.

This booking or advance payment of air fares is made through the AIR France network. This advance is based on one ticket in economy class and is for a maximum amount of €800/\$1,000. You are entitled to two advances per year.

Under all circumstances:

### ④ Delivery of the following items by international courier in order to meet set timescales: (Chronopost / UPS / Federal Express / Jet Service / official GIE CIVIS courier):

- administrative documents,
- air fares,
- traveler's checks,
- prescription drugs,
- blanks for corrective lenses.

Under this benefit, we undertake to send you those via all means available if these are essential and cannot be delivered via

the benefits purchased as part of your assistance plans.

5 Escort service for children under six and dependent persons traveling alone.

For air travel between the country of expatriation and France (expatriates), or between France and your country of origin (impatriates), we undertake to contact a network of escorts for your children under six years of age and dependent persons for tax purposes, subject to the request being made at least 72 hours before travel via the hotline, seat availability for the selected dates and delivery times.

As part of this service, we cover the cost of an air ticket for an escort once a year. In excess of this annual coverage, a return air ticket in economy class will be invoiced for each escort assignment.

6 As regards air travel and in the event of overbooking, we undertake to find alternative solutions with other airlines and advance the amount of expenses incurred due to overbooking (hotel, related secondary transportation, etc.) up to a ceiling of €800/\$1,000.

7 The cash advance service will be executed subject to the foreign exchange control legislation of the country in which you are staying. You must reimburse these services within two months of their execution.

8 If maintenance and/or repair work is needed for your private home in Metropolitan France: access to a service to contact one (or several) building contractor(s) and to check the estimate(s) provided by the contractor(s): We provide you with the service detailed below via telephone, in the event of maintenance and/or repair work in your private home in Metropolitan France involving the following trade(s): plastering – painting – floor coating – joinery (PVC, wood, aluminum) – locksmith – mirror – electricity – plumbing – heating):

- discuss with you the work that you intend to perform and the trade(s) required for said work,
- put you in contact with an appropriate building company according to the work needed by the client (or companies, if several companies are required),
- check the estimate(s) provided by the company for each trade to inform you about our comments, if any.

This service is exclusively provided by telephone from a distance, without us visiting the premises or monitoring the work. You are responsible for the order, follow-up and payment of the work. The completion of the work, the work and their consequences, including conformity of installations, are to be exclusively performed by the company (or companies) in charge of these; we are not liable for these services.

#### PROCESSING TURNAROUND TIME

You will be provided with the contact details of the building company and will be put in contact with such company in real time or via a phone meeting, within 24 hours at the latest after calling (business days).

Estimate checks and the phone call are made within five business days as from the receipt of the estimate by our teams.

### 3. /Complaints procedure

In the event of a complaint concerning the implementation of your policy or quality of service, you may contact our Quality Department, which will ensure that you receive a reply as quickly as possible:

GIE CIVIS QUALITY DEPARTMENT — 90 AVENUE DE FLANDRE — 75019 PARIS France.

If your complaint still stands following the reply from our Quality Department, you will be given the contact details of the mediator upon request, should you wish to obtain a second opinion.