

# INFORMATION NOTICE

**TOKIO MARINE**  
**HCC**

**CONTRACT TRUSTIWAY@ASSURANCE - TRUSTI DOMMAGE**

**Coverage** : RC Dommage

SPECIAL-LINES-06/25 - 4K



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## 1. Table of Benefits

INSURANCE BENEFITS	COVERAGE LIMIT	DEDUCTIBLE
<b>1/ TENANT'S LIABILITY INSURANCE</b>		
<b>Property damage resulting from fire, explosion, or water damage</b>	€500,000 Per Claim	€300 Per Claim
<b>Recourse by neighbours and third parties</b>	€450,000 Per Claim	€300 Per Claim
<b>Damage to movable and immovable property belonging to the owner of the rented property</b>	€4,000 Per Claim	€50 Per Claim

## 2. Insurance Policy Information Notice

### **How to contact our Trustiway@Assurance CUSTOMER SERVICE**

10 RUE DE LA PAIX – 75002 PARIS

Monday to Saturday, from 9:30 a.m. to 6:00 p.m.

- By phone from France: 01 88 61 21 45  
(Standard-rate call, cost depends on your operator, call may be recorded)
- By phone from abroad: +33 1 88 61 21 45  
(Preceded by your local international dialing code – standard-rate call, cost depends on your operator, call may be recorded)
- By email: **contact@trustiway.com**

Please gather the following information, which will be requested during your call :

- Your policy number,
- Your full name,
- Your home address,
- A phone number where we can reach you,
- The reason for your claim.

During the initial call, you will be given an insurance claim reference number.

Please make sure to mention this number in all future communications with our Insurance Service.

### **3. Purpose of the Policy**

#### **a. Tenant Liability**

Following a fire, explosion, water damage, or frost originating within the premises, the financial consequences of the liability of tenants or occupants, pursuant to **Articles 1732 to 1735 and 1302 of the French Civil Code**, for damage caused to movable and immovable property belonging to the owner of the rented accommodation (excluding rented boats), including expert fees, travel or replacement costs, and rehousing expenses made necessary as a result of a covered claim.

The insurer also covers the financial consequences, including loss of rent or loss of use suffered by the property owner. Damages caused to other vessels are excluded.

This coverage is provided up to a limit of **€500,000** for all damages combined.

#### **b. Recourse by Neighbours and Third Parties**

Following a fire, explosion, water damage, or frost originating within the premises, the financial consequences of the liability that tenants or occupants may incur under **Articles 1240, 1241, and 1242** of the French Civil Code for all bodily injury and property damage caused to neighbours and third parties, and for which the above tenant liability coverage has been applied.

This coverage is provided up to a limit of **€450,000** for all damages combined.

#### **c. Civil Liability – Property Damage**

Other accidental damage caused to the movable property listed in the inventory and located inside the rented accommodation (excluding rigging), as well as to the immovable property belonging to the owner of the rented accommodation (excluding rented boats).

This coverage is provided up to a limit of **€4,000**, subject to an absolute deductible of **€50**

### **4. Definitions**

#### **ACCIDENT**

Any sudden, unforeseeable, and external event affecting the victim or the damaged property, constituting the cause of bodily injury or property damage.

#### **ACTS OF TERRORISM**

Acts as defined in **Articles L 421-1 and L 421-2 of the French Penal Code**, which do not

exclude any means or method of committing a terrorist act, including, where applicable, the use of devices or instruments involving active agents such as nuclear radiation, radiological, biological, bacteriological, or chemical dissemination.

### **ALIENATION**

Transfer of ownership of an asset between living persons, either free of charge (donation, bequest) or for consideration (sale, transfer, including transfers of bare ownership or usufruct).

### **INSURANCE YEAR**

Period between the effective date of the policy and its first due date, or between two main due dates.

### **INSURED**

Any tenant, natural person, French or foreign, renting a furnished residential property for a short duration (maximum of 6 months) and optionally subscribing to one of the six "TRUSTI" plans, distributed via the online platform or through a network of rental agencies.

### **INSURANCE**

**TOKIO MARINE EUROPE S.A.** (TOKIO MARINE HCC)

Succursale pour la France  
36 rue de Châteaudun  
CS 30099  
75441 PARIS CEDEX 09

### **TERRORIST ATTACKS**

Acts as defined in **Article L 412 of the French Penal Code**.

### **ENDORSEMENT**

Document recording any addition to or modification of the original insurance policy.

### **BENEFICIARY**

Person to whom compensation is paid in the event of a claim. For all coverages other than accidental death, the beneficiary is the Insured. In the event of death, the benefit is paid to the person(s) designated in the Special Conditions.

### **CODE**

Collection of laws, decrees, and orders defining insurance law.

### **PREMIUM**

Amount paid by the Policyholder in exchange for the coverage provided by the Insurer.

### **FORFEITURE**

Loss by the insured of their right to compensation.

### **BODILY INJURY**

Any physical harm suffered by a natural person and the resulting damages.

### **CONSEQUENTIAL NON-MATERIAL DAMAGE**

Any financial loss resulting from the total or partial loss of use of a property or right, loss of profit, loss of clientele, interruption of a service or activity, and which is the direct consequence of covered bodily or property damage.

## **NON-MATERIAL DAMAGE**

Any financial loss resulting from the total or partial loss of use of a property or right, the interruption of a service provided by a person or an asset, or the loss of profit.

## **NON-CONSEQUENTIAL NON-MATERIAL DAMAGE**

Any non-material damage :

- Resulting from bodily injury or property damage **not covered** by the policy,
- or occurring **in the absence of any other damage**.

## **PROPERTY DAMAGE**

Any deterioration or destruction of an object or substance. Any physical harm to an animal.

## **DAMAGES**

Losses of any kind.

## **UNCERTAIN EVENT**

A future, uncertain event, beyond the control of the Insured.

## **EXCLUSION**

A risk not covered by the policy.

## **HARMFUL EVENT**

An event that constitutes the direct cause of the damage.

## **DEDUCTIBLE**

The portion of compensable damage that always remains the responsibility of the Insured, beyond which the coverage applies. It is agreed that if multiple coverages are triggered for the same claim, the highest applicable deductible will be applied.

## **ABSOLUTE DEDUCTIBLE**

The amount (or percentage) that remains, in all cases, the responsibility of the Insured and is deducted from the compensation payable by the Insurer.

The deductible applies per claim, regardless of the number of victims. Deductibles expressed as a percentage apply to the amount of compensation payable by the Insurer.

## **CIVIL WAR**

Civil war refers to any occurrence of mutiny, military or popular uprising, insurrection, rebellion, revolution, coup d'état, the imposition of martial law, or a state of siege.

## **FOREIGN WAR**

Foreign war refers to an invasion, a hostile act by a foreign power, or a warlike operation (whether or not war has been declared).

## **INDEMNITY**

Sum of money paid by the Insurer to the Insured due to the occurrence of a risk covered by the policy. Depending on the coverage, the indemnity may be paid either to the Insured or to a third party. The rules for calculating the indemnity are set out in the special provisions, annexes, and specific conditions.

## **ILLNESS**

Any impairment of health diagnosed by a qualified medical authority, presenting a

sudden and unforeseeable nature.

### **MALWARE**

Malicious software designed to fraudulently access or remain within an information system, disrupt or distort its operation, or to introduce, alter, destroy, or extract information contained therein.

### **CYBER MALICIOUS ACT**

An intentional act committed by an employee of the Insured or by a third party, fraudulently accessing or remaining within all or part of the Insured's information system or IT network, and/or hindering and/or distorting the functioning of the Insured's information system or IT network for the purpose of causing harm or gaining profit, without causing any physical damage to the Insured's IT equipment, telecommunication equipment, or infrastructure installations.

### **HARD MATERIALS**

In terms of construction: materials such as stone, brick, rubble, iron, cement concrete, cement or cinder blocks, reinforced glass, and all other building materials classified as "hard" by the plenary assembly of non-life insurance companies.

In terms of roofing: materials such as tiles, slates, metals, glazing, concrete, asbestos cement, and all other roofing materials classified as "hard" by the plenary assembly of non-life insurance companies.

### **CONFIRMED THREATS OF TERRORIST ATTACKS AND/OR ACTS OF TERRORISM**

A plan to carry out a terrorist act or attack expressed by any means of communication, directly targeting the covered event, explicitly naming it or the location where it is to take place, and considered serious enough to be taken into account by governmental authorities, resulting in the withdrawal of authorization or a ban for security reasons.

### **NULLITY**

Retroactive cancellation of the policy. A void contract is deemed never to have existed. The Insurer refunds the premiums (except in cases of bad faith by the Insured or the Policyholder). The Policyholder must return any indemnities received.

### **FRAGILE OR BREAKABLE OBJECTS**

All objects or parts of objects made of ice, glass or glass paste, crystal, porcelain, earthenware, ceramic, wax, alabaster, plaster, marble, stoneware, clay, or terracotta. Statues, statuettes, and sculptures made of stone, bone, or tortoiseshell, as well as pottery.

### **ACCIDENTAL POLLUTION**

The emission, dispersion, discharge, or deposit of any solid, liquid, or gaseous substance into the air, soil, or water, resulting from a sudden and unforeseeable event, and not occurring gradually, progressively, or over time.

### **POLICYHOLDER**

The person who signs the insurance contract.

### **STATUTE OF LIMITATIONS**

Expiry of the right, for both the Insurer and the Insured, to bring legal action arising from the insurance policy after a period whose starting point and duration are defined by Article L 114-1 of the French Insurance Code (or L172-31 in the case of goods-in-transit insurance).

### **CIVIL LIABILITY**



The legal obligation incumbent on any person to repair damage caused to others.

### **RISK**

An event likely to cause damage or an item exposed to such an event.

### **WAR OR EXTRAORDINARY RISKS**

Foreign war is defined as a state of hostilities between sovereign states or different peoples. Civil war refers to general hostilities between citizens of the same country. Covered risks include: hostilities, reprisals, torpedoes, mines, and all other war devices, as well as all accidents and incidents of war, sabotage or terrorist acts of a political nature or related to war, and captures, seizures, arrests, restraints, or detentions by any governments or authorities whatsoever.

### **CLAIM** *(version 1 – civil liability context)*

Any amicable or legal action brought against the Insured by the injured third party for civil liability.

### **TERMINATION**

Cancellation of the policy by decision of the Insurer or the Policyholder.

### **CLAIM** *(version 2 – broader definition)*

Any request for compensation, whether amicable or contentious, made by the victim of damage or their beneficiaries and addressed to the Insured or the Insurer.

### **CIVIL LIABILITY**

The legal obligation imposed on any person to compensate for the harm they have caused to others.

### **CLAIM**

All damages that may be covered by the Insurer under the terms of the policy and arising from the same insured event. Any damage, or series of damages, caused to third parties and engaging the Insured's liability, resulting from a harmful event and giving rise to one or more claims. The harmful event is the triggering cause of the damage.

A series of harmful events with the same technical cause is considered a single harmful event.

### **LEADING INSURANCE COMPANY (APÉRITRICE)**

Company mandated by the co-insurers to manage the policy.

### **POLICYHOLDER (SOUSCRIPTEUR)**

The person, either natural or legal, who subscribes to the insurance policy.

### **SUBROGATION**

The transfer to the Insurer of the Insured's rights and claims against third parties who, through their actions, caused the damage indemnified under the policy.

### **THIRD PARTY**

Any person other than the liable Insured who has suffered damage. Note: Insured parties are considered third parties with respect to one another, except in the case of non-consequential non-material damage.

### **WEAR AND TEAR**

Gradual deterioration of a part, machine component, or any physical element due to usage, regardless of the origin or nature of the deterioration (whether physical or chemical).

**MOTOR VEHICLE**

A self-propelled land-based vehicle (i.e., not aerial or naval) not bound to a railway track, used for transporting people (including the driver) or goods.

## 5. Exclusions

### **The insurer does not cover :**

- The consequences of intentional misconduct by natural persons having the status of insured.
- Damage or financial loss caused by civil or foreign war, whether declared or not (**Article L.121-8 of the French Insurance Code**). It is the responsibility of the insured to prove that the claim resulted from a cause other than foreign war. It is the responsibility of the insurer to prove that the claim resulted from civil war.
- Damage or financial loss caused by earthquakes, tidal waves, volcanic eruptions, or other natural disasters. However, in the case of property damage, the effects of natural disasters are covered in accordance with **Articles L.125-1 to L.125-6 of the French Insurance Code**.
- Damage or the worsening of damage caused by weapons or devices designed to explode through a modification of the atomic nucleus, any nuclear fuel, radioactive product or waste, or any other source of ionizing radiation (in particular, any radioisotope).
- Fines, taxes, duties, levies, and any other criminal penalties personally imposed on the insured.
- Events, damages, or financial losses that the insured was aware of at the time of subscription and which were likely to give rise to the application of the policy.

Losses and/or expenses arising directly or indirectly from, contributed to by, or resulting from:

- From a cyber act or cyber incident as defined below
- Measures taken to control, prevent, suppress, or remedy any cyber act or cyber incident

### **Specific Applicable Definitions :**

- **Information system** means any computer, hardware, software, communication system, electronic device (including smartphone, laptop, tablet, wearable device), server, cloud, or microcontroller, including any similar system or configuration of the foregoing, and including any associated input, output, data storage device, network equipment, or backup facility.
- **Cyber act** means any unauthorized, malicious, or criminal act—or any series of related unauthorized, malicious, or criminal acts—regardless of time and place, involving access to, processing, use, or operation of any information system. This also includes any attempt, even if unsuccessful, to access, process, use, or operate any information system.

### **"Cyber incident" means :**

- Any error or omission, or any series of related errors or omissions, involving the access to, processing, use, or operation of any information system; or

- Any partial or total unavailability or failure, or any series of related partial or total unavailabilities or failures, of access to, processing, use, or operation of any information system.

#### **Exclusions Applicable to the Occupant's Civil Liability Coverage :**

- All damages not involving the tenant's civil liability,
- All damages to the tenant's own property,
- Damages resulting from deliberate acts of vandalism, cigarette burns, or burns from any other smoking article,
- Damages caused by domestic animals under the insured's care,
- Any damage caused by humidity, condensation, steam, or smoke,
- Breakdowns of appliances made available to the insured,
- Damage caused to lamps, fuses, electronic tubes, cathode ray tubes, semiconductor crystals, heating elements, and electric blankets,
- Costs related to the repair, unblocking, or replacement of pipes, faucets, and appliances integrated into water and heating installations,
- Theft of objects stored in courtyards, terraces, or gardens,
- Theft of objects stored in areas shared by several tenants or occupants, except in the case of forced entry,
- Damages occurring while the premises containing the insured items are entirely occupied by third parties other than the tenant, their staff, or persons authorized by them,
- Damages resulting from use or usage not compliant with the rental agreement,
- Consequences of contractual commitments insofar as they exceed the legal obligations of the beneficiary,
- Damages to furnishings considered as rigging (accastillage).

## **6. The Policy**

### **1. Formation and Commencement of the Policy**

#### **Formation of the Insurance Contract :**

The insurance contract is formed as soon as the parties reach an agreement. Once signed, it confirms their mutual commitment.

#### **Commencement of Coverage :**

Coverage takes effect from the effective date specified in the Special Conditions, unless those conditions state that coverage is subject to payment of the first premium. These same provisions apply to any endorsement to the policy.

#### **Right of Withdrawal :**

If the contract is concluded remotely, the consumer has a period of fourteen (14) full calendar days to exercise their right of withdrawal, without having to provide any reason or pay any penalties (**Article L121-20-12 of the French Consumer Code**).

## 2. Duration of the Policy

### **Durée et reconduction du contrat :**

- Unless otherwise agreed, the policy is concluded for a period of one year.
- Upon expiry, it is automatically renewed from year to year.

### **Right of Cancellation for Automatically Renewed Contracts :**

For contracts with automatic renewal covering individuals outside their professional activities, the Insured is informed of the deadline for exercising the right to cancel the policy with each renewal notice.

- If this notice is sent less than fifteen (15) days before the deadline, or after the deadline, the Insured is informed in the same notice that they have a period of twenty (20) days from the date the notice was sent to cancel the renewal of the policy. In this case, the cancellation period starts from the date shown on the postmark.
- If this information was not provided in accordance with the provisions of the first paragraph, the Insured may terminate the policy at any time from the renewal date, without penalty, by sending a registered letter to the Leading Insurer. Termination becomes effective the day after the postmark date (**Article L113-15-1 of the French Insurance Code**).

### **Termination During the Policy Term :**

During the term of the policy, either party may terminate it in the cases provided for in **Article 5**.

## 3. Declarations at the Time of Subscription and During the Term of the Policy / Consequences of Non-Compliance

### **Formation of the Policy and Premium :**

The policy is established based on the declarations made by the policyholder, and the premium is determined accordingly.

### **Declarations at the Time of Conclusion of the Policy :**

Subject to the penalties set out in Section III below, the policyholder must:

- Accurately answer the questions asked by the Leading Insurance Company, particularly in the risk declaration form, in which the policyholder is asked to disclose any circumstances that may affect the insurers' assessment of the risks they are undertaking.
- Declare the existence of any other insurance policies taken out with other insurers covering the same risks for the same interest (cumulative insurance as referred to in **Article L121-4 of the French Insurance Code**).

### **Declarations During the Policy Term :**

The policyholder must :

- Declare to each co-insurer (including the Leading Insurer) any new circumstances that result in either an aggravation of existing risks or the creation of new risks, which render inaccurate or obsolete the answers given to the questions mentioned in Section I-A above. This declaration must be made by registered letter within fifteen (15) days from the moment the policyholder becomes aware of the new circumstance.
- If the policyholder takes out additional insurance contracts with other insurers covering the same risks for the same interest (cumulative insurance as defined in **Article L121-4 of the French Insurance Code**), they must immediately inform each insurer of the existence of the others.
- Declare to the Leading Insurer any court ruling of receivership or judicial liquidation concerning the insured, within fifteen (15) days of the ruling date.

**Sanctions :**Even if they have no impact on the claim :

- Any intentional concealment or misrepresentation at the time of conclusion or during the term of the policy, when it alters the nature of the risk or affects the insurer's assessment of it, shall result in the nullity of the policy, under the conditions provided in **Articles L113-8 and L121-3 of the French Insurance Code**.
- An omission or inaccuracy in the declaration of circumstances or aggravations referred to in Sections I-A) and II-A) above shall not result in nullity of the policy if bad faith on the part of the insured is not proven. If such omission or inaccuracy is discovered before any claim, the Leading Insurer may either maintain the policy in exchange for a premium increase accepted by the policyholder or terminate the policy in accordance with the terms and deadlines set out in **Article 5** below.  
If the omission or inaccuracy is discovered after a claim, it will result in a reduction of the compensation, in proportion to the premium paid compared to the premium that would have been due had the risks been fully and accurately declared (**Article L113-9 of the French Insurance Code**). The rate used to calculate this reduction is that applicable either on the date the fact should have been reported to the Leading Insurer (in the case of an omission), or on the date it was actually reported (in the case of an inaccuracy).

## 4. Transfer of Ownership

**Transfer of Ownership of the Insured Property :**

In the event of a transfer of ownership of the insured property due to death or sale, the insurance shall continue by right for the benefit of the heir or purchaser, provided that the latter fulfills all obligations to which the Policyholder was bound under the terms of the policy.

- When there are multiple heirs or purchasers, they are jointly liable for the payment of premiums.

- The transferor remains liable to the Insurers for any premiums due, but is released-even as guarantor-from future premiums as from the moment they inform the Leading Insurer of the transfer of ownership by registered letter.
- However, the Insurers or the heir/purchaser may terminate the policy in accordance with the terms and deadlines set out in **Article 5** below.

### **Special Case :**

In the event of the sale of a motor vehicle or its trailers or semi-trailers, or of pleasure boats, and only with regard to the transferred property, the policy is automatically suspended from midnight on the day following the date of the transfer.

- The Policyholder must inform the Leading Insurer by registered letter of the date of the transfer.

## **5. Termination of the Policy**

### **A. Grounds for Termination**

The policy may be terminated before its normal expiration date in the cases provided below and under the conditions set by applicable legislation.

#### **1) By the Policyholder or the Insurers :**

- In the event of the occurrence of one of the following events (for insured individuals), and when the covered risks are directly related to the former situation and no longer exist in the new situation :
  - Change of residence,
  - Change in marital status or matrimonial regime,
  - Change of profession, retirement, or permanent cessation of professional activity.
- In the event of exercising the annual termination option :
  - The Policyholder has the right to terminate the policy at the end of a term by sending a registered letter to the Leading Insurer two months before the renewal date. The Insurers have the same right under the same conditions.

#### **2) By the heir or purchaser, on the one hand, or the Insurers, on the other hand :**

In the event of a transfer of ownership of the insured property due to death or sale.

#### **3) By the Insurers :**

- In the event of non-payment of premiums.
- In the event of an aggravation of risk during the term of the policy.
- In the event of an omission or inaccuracy in the risk declaration at the time of subscription or during the policy term, committed by the Insured without proven

bad faith and discovered before any claim (**Article L113-9 of the French Insurance Code**).

- After a claim.

#### **4) By the Policyholder :**

In the event of a reduction in risk during the policy term, if the Leading Insurer does not agree to a corresponding premium reduction.

In the event of business closure or company dissolution.

In the event of termination, following a claim, by the insurers or some of them, of another policy held by the insured - but only for the share of those insurers in the present policy.

In the event of a request for portfolio transfer approved by the administrative authority.

#### **5) By operation of law :**

In the event of total loss of the insured property resulting from an uninsured event.

In the event of withdrawal of approval or judicial liquidation of one of the insurers, for its individual share in the policy.

In the event of requisition of the insured property, under the conditions of Articles **L160-6 and L160-8 of the French Insurance Code**.

In the event of receivership or judicial liquidation of the Insured.

### **B. Notice of Termination**

Subject to the specific terms provided in Section I above, the party entitled to terminate the policy may exercise this right as follows:

#### Termination by the Policyholder, the Heir, or the Purchaser:

- For the entire policy, by notifying the Leading Insurer; such termination is then valid for all co-insurers.
- For the share of the Leading Insurer or other co-insurers, by individually notifying them of the decision and specifying that it applies only to their respective share.

#### Termination by the insurers :

- Either by the Leading Insurer, acting on behalf of all co-insurers, who will terminate the entire policy.
- Or by each co-insurer, for their individual share in the policy, which will then come to an end.

### **C. Notice Period**

Subject to the specific provisions set out in Section I above, the notice period starts from the date shown on the postmark of the registered letter notifying the termination.

#### D. Premium Refunds – Termination Fee

In cases of termination during the policy term, the insurers must refund the policyholder the portion of the premium corresponding to the period during which the risk was not covered, calculated from the effective date of termination.

## 7. The Premium

### A. Payment – Consequences of Late Payment

#### Payment of the Premium and Related Charges :

- The premium and related charges, the amount of which is stated in the policy, as well as applicable taxes and levies, are payable at the registered office of the Leading Insurer or at the address of its appointed representative, if one has been designated for this purpose.
- The due dates are specified in the Special Conditions.

#### In the event of non-payment :

- In the event of non-payment of a premium or a portion thereof within ten (10) days of its due date, the Leading Insurer, acting on behalf of all Co-insurers (without prejudice to its right to seek enforcement of the policy through legal action), may issue a formal notice by registered letter sent to the Policyholder or the person responsible for paying the premiums, at their last known address held by the Leading Insurer. If this address is located outside mainland France, proof of receipt is required.
- The formal notice letter reproduces the text of **Article L113-3 of the French Insurance Code**.
- If the outstanding premium or premium installment is not paid within thirty (30) days from the date of said notice, the policy may be **suspended** and subsequently **terminated** as provided by law.
  - from the date the formal notice is sent,
  - or, if this letter is to be delivered to a location outside mainland France, from the day it is received by the addressee as indicated on the acknowledgment of receipt,
- Coverage is automatically suspended.
- Non-payment of an installment results in the entire remaining annual premium becoming immediately due. In this case, coverage remains suspended until full payment is made.
- Once at least ten (10) days of suspension have passed, the Leading Insurer, acting on behalf of all Co-insurers, has the right to terminate the policy in accordance with the terms and conditions set out in Title III above.



- Payment of the premium or premium installments that were subject to the formal notice ends the suspension, and the policy resumes its effect at noon on the day following the date of payment.

## **B. Premium Based on Variable Elements**

### **Premium Based on Variable Elements :**

When the premium is calculated based on variable elements as specified in the Special Conditions, you must pay the provisional premium indicated in the Special Conditions at each due date.

You must then declare, no later than thirty (30) days after each due date, the elements required to calculate the final premium.

### **Verification of Declarations :**

- We have the right to verify your declarations. You agree to receive our representatives for this purpose and to provide, using all documents in your possession, evidence of the accuracy of your declarations.

### **Consequences in Case of Error or Omission :**

- In the event of any error or omission in the above-mentioned declarations, you will be required to pay, in addition to the actual premium due, a penalty equal to 50% of the omitted premium.
- If such errors or omissions are deemed fraudulent due to their nature, significance, or repetition, we reserve the right to demand reimbursement of any claims paid (**Article L113-10 of the French Insurance Code**).

### **In the Event of Failure to Provide the Declaration :**

- If you fail to provide the required declaration within the specified time frame, we may, by registered letter, formally request that you comply with this obligation within ten (10) days.
- If the declaration is not submitted within that period, we may proceed to collect, as an advance and subject to later adjustment, a premium calculated on the basis of the last declaration provided, increased by 50%.
- If this premium is not paid, we may initiate legal proceedings to enforce the policy, suspend coverage, and then terminate the policy under the conditions outlined above.

## **C. Reduction of Risk**

### **Reduction of Risk During the Term of the Policy :**

- In the event of a reduction of risk during the term of the policy, the Policyholder is entitled to a reduction in the premium amount.
- If the Leading Insurer does not agree to this reduction, the Policyholder may terminate the policy in accordance with the terms and conditions set out in **Article 5** above.

#### **Exceptional Modification:**

- **In light of technical or economic circumstances, the Leading Insurer may modify the rates applicable to the risks covered by the policy, effective from the main renewal date, independently of any indexation mechanism.**
- The Policyholder will be informed through the renewal notice, which will specify the new premium amount.
- The Policyholder may choose not to accept this modification. In that case, they must terminate the policy by sending a registered letter to the Leading Insurer within fifteen (15) days from the date they became aware of the change.
- Termination will take effect one month after the letter is sent.
- The Leading Insurer is entitled to a portion of the premium, calculated based on the previous rate, prorated for the time elapsed between the last renewal date and the effective date of termination.
- If no termination occurs, the new premium will take effect on the renewal date.

## **8. The Claim**

### **A. Obligations in the Event of a Claim**

In the Event of a Claim :

#### **1. Claim Notification :**

- The policyholder or the insured must report any claim to the Leading Insurer in writing (preferably by registered letter with acknowledgment of receipt) or verbally against a receipt.
- This notification must be made as soon as possible from the time the claim becomes known, and no later than:
  - within 5 working days,
  - reduced to 2 working days in the event of theft.

Failure to comply with these deadlines may result in the insured losing their right to coverage, except in cases of force majeure or exceptional circumstances.

- However, this forfeiture may only be enforced if the insurer can demonstrate that the delay caused prejudice.
- In the event of theft of keys or theft of personal belongings, a police report must be filed with the competent authorities and submitted to the insurer within a maximum of 48 hours following the incident. Otherwise, coverage of the claim may be denied.

**2. Protective Measures :**

- The insured must immediately take all necessary measures to limit the extent of the damage and safeguard the insured property.

**3. Additional Obligations :**

- Include in the claim report-or, if not possible, in a subsequent declaration made as soon as possible-the date and circumstances of the claim, its known or presumed causes, the nature and approximate amount of the damage, and any insurance policies covering the same risks taken out with other insurers.
- Provide the Leading Insurer, within thirty (30) days, with a loss report, i.e., a detailed, estimated, and certified statement of losses, signed by the insured, indicating the amount of damages likely to be covered under the policy.
- Submit, upon simple request from the Leading Insurer and as soon as possible, any other documents necessary to assess the damages.
- Forward to the Leading Insurer, upon receipt, all notices, letters, summonses, writs, extrajudicial acts, and legal documents received or served to the insured or their representatives concerning a claim likely to involve the insured's liability.

**4. Consequences of Non-Compliance with Obligations:**

- If the policyholder or the insured fails to comply with the obligations outlined in points 2 and 3 above, except in cases of unforeseeable circumstances or force majeure, the insurers may claim compensation proportional to the prejudice caused by such breach.
- If the policyholder or the insured makes false statements, particularly by exaggerating the amount of the damage, claiming destruction of property that did not exist at the time of the loss, concealing or removing all or part of the insured property, knowingly omitting to declare the existence of other insurance covering the same risks, submitting inaccurate documents as evidence, or using fraudulent means, the insured shall forfeit all rights to compensation.
- Furthermore, any claim file that remains unanswered by the insured for more than thirty (30) calendar days following a written request from the insurer may be considered abandoned. The file will then be definitively closed with no possibility of reopening.

**B. Adjusting – Salvage****Assessment of Damages:**

- Damages are determined by mutual agreement.

- In the event of a disagreement, a joint amicable expert assessment shall be conducted, without prejudice to the respective rights of the parties.

**Expert Assessment Procedure :**

**1. Selection of Experts :**

- Each party appoints its own expert.
- If the appointed experts do not agree, they appoint a third expert.
- The three experts then work jointly and make decisions by majority vote.

**2. Appointment by the Court:**

- If one of the parties fails to appoint its expert, or if the two experts cannot agree on the choice of the third, the appointment shall be made by the President of the Court of First Instance or the Commercial Court with jurisdiction over the location of the loss.
- This appointment is made upon simple request by the most diligent party, no earlier than fifteen (15) days after a formal notice sent to the other party by registered letter with acknowledgement of receipt.

**3. Post-Loss Expert Assessment :**

- Post-loss expert assessment shall be carried out, in the case of insurance for the account of another, with the Policyholder.

**Expert Assessment Costs :**

- Each party shall bear the fees and expenses of its own expert, and, if applicable, half of the fees of the third expert and the costs of their appointment.

**Ownership of Insured Property :**

- The insured may not abandon the insured property.
- Damaged or undamaged salvage remains the property of the insured, even in the event of a dispute over its value.

**Salvage Valuation :**

- If there is no agreement on the valuation of the salvage, either party may request the appointment of an expert by the President of the Court of First Instance or the Commercial Court at the location of the loss, by simple petition.

**C. Settlement of Damages and Payment of Compensation**

**Principle of Insurance :**

- Insurance shall not be a source of profit for the insured; it only guarantees compensation for actual losses or for those for which the insured is liable.
- The insured sum shall not be considered as proof of the existence or value, on the day of the loss, of the damaged property; the Insured must provide such proof by any means and supporting documents and must justify the reality and extent of the damage.

**Calculation of Compensation :**

- The compensation payable by the Insurers is equal to the amount of damage assessed as specified in each section.
- The amount of compensation will be reduced by the application of the following provisions:
  - Capping of the damage amount at the limit set by the Contractual Indemnity Cap,
  - Application of a proportional reduction of compensation and/or a proportional rule based on the insured amounts,
  - Deduction of the agreed deductible..
- For each item listed in the Special Conditions, the compensation payable shall in no case exceed the insured amount.
- If, within three months from the submission of the final loss statement, the expert assessment is not completed, the Insured has the right to demand interest through formal notice; if it is not completed within six months, either party may initiate legal proceedings.
- The compensation must be paid within thirty (30) days from either the amicable agreement or the enforceable court decision.
- All damages, both material and immaterial, are subject to a deduction for depreciation.
- Compensation is calculated based on actual cash value, meaning after applying a depreciation deduction, determined in particular according to:
  - The age of the item,
  - Its original value (supported by the original purchase invoice).

**Transfer of Excess Coverage :**

- Any insurance excesses identified on the day of the claim for one or more items or liabilities subject to the proportional rule will be transferred to other underinsured items or liabilities also subject to the proportional rule, provided the applied premium rate is equal to or lower.

**Cumulative Insurance :**

- If there are other insurance policies of the same nature, contracted without fraud and offering the same coverage for the same interest, each policy applies within the limits of its own guarantees.
- The total compensation cannot exceed the amount of the loss, regardless of the date on which each insurance policy was taken out.
- Within these limits, the beneficiary may obtain compensation for their losses from the insurer of their choice.
- Each insurer's contribution is determined by applying to the amount of the loss the ratio between the indemnity it would have paid if it were the sole insurer and

the total indemnities that each insurer would have had to pay if they had been the sole insurer.

#### **D. Subrogation / Recovery After a Claim**

The insurers are subrogated, up to the amount of the compensation they have paid, to the rights and legal actions of the insured against any parties responsible for the loss.

##### **Exceptions to Insurers' Right of Recourse :**

However, they have no right of recourse against :

- Children, descendants, ascendants, relatives by direct affinity, agents, employees, workers, or domestic staff, and generally any person usually residing in the insured's household,
- Any member or members forming the insured business, whether collectively or individually, as well as managers, supervisors, employees, workers, domestic staff not housed or housed free of charge by the establishment, and in general, any person for whom the insured may be held liable-except in cases of willful misconduct committed by one of these persons.

##### **Waiver and Right of Recourse :**

The insurers may waive their right of recourse against the liable party. However, despite such waiver, and unless otherwise agreed, they retain the right to exercise recourse against the liable party's insurer.

The insurers may be released, in whole or in part, from their obligation to compensate the insured if subrogation can no longer be exercised in their favor due to an action or omission by the insured.

##### **Requisition or Voluntary Assistance :**

If, as a result of a requisition or voluntary assistance, emergency and protection equipment is temporarily moved outside the insured premises, the insurers will not invoke this fact to apply the proportional reduction of compensation provided for in Article 3, § III-b). Furthermore, the insurers waive any right of recourse against the beneficiary of such assistance if the equipment used is damaged during the efforts to combat the loss. They also waive any right of recourse they may have against an external company that, under the same circumstances, assists the insured premises and, through its fault, aggravates the damage.

#### **E. Specific Provisions Applicable to Liability Coverage**

##### **Legal Assistance in the Event of Covered Liability :**

- In the event of legal action involving a liability covered under this policy, the Insurers, within the limits of their coverage:
  - Before civil, commercial, or administrative courts, shall assume the defense of the Insured, conduct the proceedings, and have full discretion in exercising the rights of appeal.

Before criminal courts, if the victim(s) have not been compensated, the Insurers have the right to lead the defense or to join it, and to exercise the rights of appeal in the name of the Insured held civilly liable.

#### **Special Conditions :**

- The Insurers may only exercise rights of appeal with the consent of the Insured, if the latter has been cited as a defendant, except in the case of an appeal to the Court of Cassation when it concerns civil interests only.
- The Insurers alone have the right, within the limits of their coverage, to reach a settlement with the injured parties or their beneficiaries.

#### **Limitations :**

- No acknowledgment of liability or settlement made without the involvement of the Insurers shall be binding upon them.
- An admission of a material fact or the mere act of providing emergency assistance to a victim shall not be considered as an acknowledgment of liability, when it constitutes an act of aid that any person is legally or morally obligated to perform.

#### **Legal Costs and Compensation :**

- Legal costs, release fees, and other settlement expenses shall not be deducted from the coverage limit.
- In the event of a judgment exceeding the coverage limit, the costs shall be borne by the Insurers and the Insured in proportion to their respective share of the liability.

#### **Provisions Relating to Annuities :**

- If the compensation awarded to a victim or their beneficiaries consists of an annuity, and if the purchase of securities is ordered as security for its payment, the Insurers shall use the available portion of the insured amount to establish this guarantee.
- If no specific security is ordered by a court decision, the capital value of the annuity shall be calculated based on the rules applicable to the computation of the mathematical reserve of that annuity.
- If this value is less than the available amount, the annuity shall be fully covered by the Insurers.
- Otherwise, only the portion of the annuity corresponding, in capital value, to the available insured amount shall be borne by the Insurers.

#### **Protection of Victims :**

- No forfeiture based on a breach by the Insured of their obligations occurring after the claim shall be enforceable against the injured parties or their beneficiaries.

## 9. Coinsurance

### A. Operation

Operation of Coinsurance :

#### **Insured's Coverage :**

- Each Insurer participating in the coinsurance, including the Leading Insurer, covers the Insured for the damages specified in the Special Provisions and the Special Conditions, within the limit of its share indicated in the Special Conditions.
- Each Co-insurer shall have the right to inspect the risk through a duly authorized representative.
- In the event of termination of the Leading Insurer's role, the Policyholder agrees to appoint another insurer and to inform the relevant Co-insurers accordingly.

#### **Non-Solidarity of Co-Insurers:**

- The insurers participating in the coinsurance, including the Leading Insurer, are not jointly and severally liable for fulfilling their obligations under the policy, whether regarding the payment of compensation or any other administrative operation related to the policy.

#### **Purpose and Limits of the Mandates Granted to the Leading Insurer by the Co-Insurers:**

- The Leading Insurer acts on behalf of each Co-Insurer, within the limits of their respective shares, to carry out the following operations:
  - Receive from the insured the summary statement of each Co-Insurer's individual commitment.
  - Draft and sign the policy on behalf of each Co-Insurer.
  - Centralize and collect the premiums due to the insurers and issue receipts for the total amount collected, including fees, taxes, and duties.
  - Centralize the compensation amounts owed by each Co-Insurer for disbursement.
  - Initiate termination of the policy on behalf of all Co-Insurers when the policy terms allow.



- Handle all claim files on behalf of all Co-Insurers and seek an amicable settlement with the beneficiary of the compensation.
- Process, on behalf of all Co-Insurers, any declarations and requests for modifications to the policy.
- Receive, on behalf of all Co-Insurers, notice of termination from the policyholder.
- Accept or propose, on behalf of all Co-Insurers, a new premium amount in the event of a reduction or increase in risk.

#### **Competent Courts in the Event of a Dispute:**

- In the event of a dispute, only French courts shall have jurisdiction.
- Foreign companies acting as Co-Insurers of the risk accept the jurisdiction of the French courts and waive any right of appeal in their own country.

## **10. Limitation Period**

#### **Limitation of Actions Arising from the Policy :**

Any legal action arising from this policy is subject to a two-year limitation period. This period begins on the day of the event giving rise to the action, in accordance with the provisions of **Article L114-1 of the French Insurance Code**.

#### **Exceptions to the statute of limitations**

However, the limitation period shall only begin :

- In the case of concealment, omission, false or inaccurate declaration regarding the insured risk, from the day the insurers became aware of it;
- In the event of a claim, from the day the interested parties became aware of it, provided they can prove they were unaware until that time.

#### **Exceptions to the Limitation Period:**

The limitation period is interrupted by any of the ordinary causes of interruption of prescription (**Articles 2240 et seq. of the French Civil Code**) and by the appointment of experts following a claim.

The interruption of the limitation period may also result from the sending of a registered letter with acknowledgement of receipt by the Leading Insurer to the Policyholder regarding the claim for premium payment, and by the Policyholder to the Leading Insurer regarding the claim for compensation.

The limitation period is also interrupted by any of the standard causes of interruption (acknowledgment by the debtor of the claimant's right, legal action—even interim proceedings—conservatory measures under the Code of Civil Enforcement Procedures, or enforcement actions), and by the appointment of experts following a loss.

Additionally, the limitation period may be interrupted by the sending of a registered letter or a registered electronic communication with acknowledgment of receipt, sent by the

Insurer to the Insured regarding the premium payment, and by the Insured to the Insurer regarding the compensation settlement.

## 11. Competent Court

Jurisdiction for the determination and payment of indemnities :

- Proceedings relating to the determination and payment of indemnities fall under the jurisdiction of the court where the Insured is domiciled.
- However, in matters concerning real estate or movable property by nature, the defendant must be summoned before the court where the insured items are located, in accordance with **Article R114-1 of the French Insurance Code**.

## 12. Insurance for the Benefit of a Third Party

Insurer's Notifications :

- Notifications from the Insurer are validly made to the Policyholder alone.
- The Policyholder undertakes to fulfill and perform all obligations of the contract, both on their own behalf and on behalf of the other Insured parties.

## 13. Regulatory Oversight

Regulatory Control :

- In accordance with **Article L 112-4 of the French Insurance Code**, it is hereby specified that the company **TOKIO MARINE EUROPE S.A.** is regulated by the Commissariat aux Assurances.
- Address of the "Commissariat aux Assurances": **7, boulevard Joseph II, L - 1840 Luxembourg, Grand Duchy of Luxembourg.**

## 14. Personal Data Protection

The protection of your personal data and the respect for your privacy are of the utmost importance to us. We are fully committed to safeguarding this data. The clause below explains how we collect, process, and disclose your personal data, as well as your rights regarding the personal information we retain in the course of any interaction with our services.

**This clause defines the following:**

- The personal data about you that we collect and the method by which it is collected;

- The use made of this data;
- The legal basis for collecting your data;
- The individuals or legal entities to whom we may disclose your data;
- The location to which we may transfer your data;
- The length of time we retain your data;
- Your rights and the choices available to you regarding the data we hold about you;
- How to lodge a complaint related to the data we hold; and
- How to contact us regarding any request related to this data protection clause or to the personal data we hold.

## Who is TMHCC?

Tokio Marine HCC is the trading name of Tokio Marine Europe S.A. For more information, please visit: <https://www.tokiomarinehd.com/en/group/>.

All of these companies are referred to using the possessive pronouns *we*, *our*, or "TMHCC".

For the purposes of European data protection legislation, when you visit our website [www.tmhcc.com](http://www.tmhcc.com) (hereinafter referred to as our "Website") or otherwise interact with us from a country within the European Economic Area (or "EEA"), the data controller in relation to your personal data is TMHCC.

## What is Personal Data?

For the purposes of this document, the term *personal data* refers to any information that can be used to identify you. This includes, for example, your name, addresses, and phone numbers, as well as your IP address and place of residence.

## Quelles données à caractère personnel collectons-nous ?

- **Data You Voluntarily Provide :** In order to provide you with our services, we may ask you to provide personal data, including but not limited to your name, email address, postal address, phone number, gender, date of birth, passport number, bank details, and records of payment incidents and/or claims. The personal data we may request from you, as well as the reasons for requesting it, will be explained to you upon simple request.

Some of the data you provide may be classified as *sensitive personal data*. *Sensitive personal data*, as defined under the General Data Protection Regulation (GDPR), includes information relating to your physical or mental health.

- **Data We Obtain from Third Parties:** We may receive personal data about you from third-party sources, but only after ensuring that such third parties have obtained your consent, or where they are legally permitted or required to disclose your personal data to us under applicable laws or regulations.

For example, if you are an individual insured with us through an insurance broker, we may obtain personal data about you from your broker in order to prepare your insurance quotation and/or policy. If you wish to know how your broker uses and shares your personal data, please refer to your broker's Data Protection Policy.

We may also collect personal data from the following sources in order to provide our services to you:

- Credit reference agencies
- Fraud prevention databases and other databases
- Government authorities
- Electoral rolls
- Court decisions
- Sanctions lists
- Your family members; and
- In the event of an insurance claim: identities of other parties involved in the claim, witnesses, experts, insurance adjusters, lawyers, and claims handlers.

### **What do we use personal data for?**

We may use your personal data for the following purposes:

- Creating your client file (including checks related to the "Know Your Customer" procedure);
- Providing you with an insurance quote/pricing;
- Collecting your payments;
- Communicating with you regarding your insurance policy.
- Renewing your policy;
- Obtaining reinsurance coverage for your policy;
- Managing insurance and reinsurance claims;
- Performing administrative management tasks;
- Complying with our legal and regulatory obligations;
- Modeling our risks;
- Responding to or initiating legal proceedings;
- Investigating or prosecuting fraud;
- Responding to your inquiries; or
- When you sign up for an online account.

### **Legal Grounds for Collecting Your Data**

The legal basis for collecting and using your personal data will depend on the type of personal data concerned and the specific context in which we collect it.

However, we will generally collect your personal data when it is necessary for us to provide you with our services or to perform a contract with you, where the processing is in our legitimate interests and is not overridden by your data protection interests or fundamental rights and freedoms, or where you have given your explicit consent.

We may also use your personal data to comply with a legal obligation imposed on us, such as conducting "know your customer" checks or anti-money laundering screenings that we are required to carry out before you become a client.

When we ask you to provide personal data in order to comply with our legal obligations or to perform a contract with you, we will inform you at the appropriate time and indicate whether the provision of such data is mandatory or optional (including the possible consequences of not providing the requested personal data). You are under no obligation to provide us with personal data. However, if you choose not to provide the requested data, we may not be able to offer you certain services.

Likewise, if we collect and use your personal data to serve our legitimate interests (or those of any third party), we will clearly inform you at the appropriate time of the nature of those legitimate interests.

If you are a resident of the European Union, we collect and use ("process") your personal data, including sensitive personal data, only when such processing is necessary for the performance of a contract you have entered into, when the processing is required to comply with a legal obligation to which we are subject, or when it is in the public interest. The collection and use of your personal data, including sensitive personal data, is carried out in accordance with applicable data protection laws. In France, this is governed by the amended Data Protection Act of January 6, 1978 ("Loi Informatique et Libertés").

If you have any questions or require further information regarding the legal grounds on which we collect and use your personal data, please contact us using the details provided in the "Contact Us" section below.

### **Who do we share your personal data with?**

We may disclose your personal data to the following individuals, legal entities, or organizations :

- To our group companies, external service providers, and partners who provide data processing services (including those who assist us in providing our services), or who otherwise process personal data for the purposes described in this Data Protection Clause (see "How does TMHCC use my personal data?"). A list of the companies within our group is available at <https://www.tokiomarinehd.com/en/group/>, and we will provide a list of our service providers and partners upon request;
- To any competent body, law enforcement agency, regulatory authority, administrative authority, court, or other third party, where we believe disclosure is necessary (i) to comply with applicable laws or regulations, (ii) to exercise, establish, or defend our legal rights, or (iii) to protect your vital interests or those of any other person;
- To any prospective buyer (including their representatives and advisers) in connection with any proposed purchase, merger, or acquisition of any part of our business, provided that we inform the buyer that they may only use your personal data for the purposes disclosed in our Data Protection Clause;  
Or to any other person where we have obtained your explicit consent to do so.

### **International Transfers :**

Your personal data may be transferred to and processed in countries other than your country of residence. These countries may have data protection laws that differ from those of your country of residence.

Specifically, the servers of HCC Insurance Holdings Inc. are located in the United States. However, other companies within the TMHCC group are registered in various countries, including countries within the EEA, and operate globally. As a result, the data we collect from you may be processed in any of these countries.

However, we have taken the necessary steps to ensure that your personal data is protected in accordance with this clause, notably by including the European Commission's Standard Contractual Clauses in the case of personal data transfers between companies within the same group. This requires all such companies to protect personal data originating from EEA countries in compliance with European Union data protection laws.

We will provide our Standard Contractual Clauses upon simple request. We have also implemented similar safeguards in our contractual relationships with external service providers and partners; more detailed information is available upon request.

### **How long do we retain your personal data?**

We will retain your personal data in our records for as long as we have a valid reason to do so. These reasons may include providing the service you have requested or complying with legal, tax, or accounting requirements. They may also include retaining your data for as long as you or we may file a claim under your insurance policy, or where it is necessary to retain your data due to legal or regulatory obligations. We invite you to contact us at the address below for further information as indicated in the "Contact Us" section below for any further information regarding our Data Retention procedures.

We may also retain your personal data where necessary to protect your vital interests or those of another natural person.

### **Your Rights as a Data Subject**

The main rights granted to you under data protection legislation are as follows :

- A. the right of access;
- B. the right to rectification;
- C. the right to erasure;
- D. the right to restrict processing;
- E. the right to object to processing;
- F. the right to data portability;
- G. the right to lodge a complaint with the supervisory authority; and
- H. the right to withdraw your consent.

If you wish to access, correct, update, or request the deletion of your personal data, we will ask you to provide a photocopy of two of the following documents: Driver's license; Passport; Birth certificate; Bank statement (dated within the last 3 months); or water, gas, or electricity bill (dated within the last 3 months). The first access request will be processed free of charge, but any request for additional copies may be subject to a reasonable fee.

Furthermore, if you are a resident of the European Union, you may object to the processing of your personal data, request that we restrict the processing of your personal data, or request the portability of your personal data.

Similarly, if we collect and process your personal data based on your consent, you may withdraw your consent at any time. The withdrawal of your consent will not affect the lawfulness of any processing carried out prior to your withdrawal, nor will it affect the processing of your personal data conducted on lawful grounds other than consent.

You have the right to lodge a complaint with the data protection authority regarding our collection and processing of your personal data. For more information on this matter, please contact the relevant data protection authority in your country.

We respond to all requests from individuals wishing to exercise their data protection rights in accordance with the applicable data protection laws. You may exercise any of your rights relating to your personal data by contacting us at the following email address: [dpo-tmelux@tmhcc.com](mailto:dpo-tmelux@tmhcc.com).

You may also use the contact details provided in the "Contact Us" section at the bottom of this page..

### **Automated Decisions**

We may use your personal data as part of an **automated decision-making process** (including profiling) that may have a legal or similarly significant effect on you. Automated decision-making refers to a decision made about you automatically through a computer-based assessment (using software algorithms) without any human involvement. For example, in certain cases, we may use automated decisions to determine whether an applicant qualifies for insurance coverage.

We have implemented appropriate measures to safeguard your rights, freedoms, and legitimate interests, including the right to obtain human intervention, to express your point of view, and to contest the decision. We have implemented appropriate measures to protect the rights and interests of individuals whose personal data is used in the context of automated decision-making. When a decision concerning you is made automatically, you have the right to challenge that decision, to express your point of view, and to request that the decision be reviewed by a human.

### **Security**

**TMHCC** places great importance on the security of all personal data belonging to its clients. We have implemented security measures designed to prevent the loss, misuse, and alteration of personal data under our responsibility.

For example, our security and technology policies are periodically reviewed and updated as necessary, and only authorized employees have access to user-related data. We use Secured Socket Layer (SSL) technology to encrypt financial data you submit before it reaches us. The servers we use to store personal data are located in a secure environment.

Although we cannot ensure or guarantee that no loss, misuse, or alteration of data will occur, we take all necessary measures to prevent such incidents.

### **Contact Us**

If you have any questions regarding this clause, please contact us using the following contact details:

Notice

**Data Protection Officer**  
**Tokio Marine Europe S.A. (Tokio Marine HCC)**  
26, Avenue de la Liberté  
L-1930 Luxembourg  
[dpo-tmelux@tmhcc.com](mailto:dpo-tmelux@tmhcc.com)

## 15. Complaints

In the event of disagreement or dissatisfaction regarding the implementation of your contract, we invite you to bring it to the attention of : **Trustiway@Assurance** – The complaints department by calling : 01 88 61 21 45 or by writing to: **reclamation@trustiway.com** for the coverages provided under the subscribed contract.

In case of difficulty, the Policyholder should first consult the Broker through whom the contract was subscribed. If the response is not satisfactory, the Insured or the Policyholder may submit their complaint to:

**Tokio Marine Europe S.A. (Tokio Marine HCC)**  
**36 rue de Châteaudun**  
**CS 30099**  
**75441 Paris Cedex 09**  
**Tel : 01 53 29 30 00 - Fax : 01 42 97 43 87**  
**Ou**

[reclamation@tmhcc.com](mailto:reclamation@tmhcc.com)

The Insurer shall acknowledge receipt of the complaint within a period not exceeding 10 working days from its receipt, unless the response itself is provided to the client within that period. The Insurer shall send a response to the Insured within a period not exceeding two months from the date of receipt. Finally, if your disagreement persists after the response given, you may refer the matter to the Insurance Ombudsman, provided that no legal action has been initiated:

**LA MÉDIATION DE L'ASSURANCE**  
**TSA 50110**  
**75441 PARIS CEDEX 09**

The Insurance Ombudsman (Mediator) is not competent to handle disputes related to contracts taken out to cover professional risks.

## 16. International Sanctions

This coverage shall be null and void :

- When a prohibition on providing an insurance policy or service applies to the Insurer due to sanctions, restrictions, or prohibitions under applicable laws and regulations ;
- When the insured property and/or activities are subject to any sanction, restriction, total or partial embargo, or prohibition as provided by such laws and regulations.

Claim Declaration :



- When multiple insurance policies contracted by the Insured may apply in the event of a claim, the Insured must declare the existence of such policies to the relevant Insurers within the timeframe specified in the preceding paragraph.
- Within the same timeframe, the Insured must also declare the claim to the Insurer of their choice.

## **17. Insurance Obligation**

### Deadline for Payment of Indemnity :

- The Insurer must pay the indemnity due under the coverage within three months from:
  - The date on which the Insured submits the estimated statement of the damaged property or losses incurred.
  - Or from the date of publication of the Interministerial Decree declaring the state of natural disaster, if this occurs later.

### Interest in Case of Delay :

- In the absence of payment within the prescribed time limits, and unless due to unforeseen circumstances or force majeure, the indemnity owed by the Insurer shall bear interest at the legal interest rate starting from the expiration of the three-month period.