

# Insurance Information Notice

**Contrat Trustiway® Assurance** : Trusti Dommage

**Coverage** : RC Dommage

SPECIAL-LINES-05/25 - 8K



[www.trustiway.com](http://www.trustiway.com)

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### 1. Schedule of Benefits

Insurance Coverage	Limit	Deductible
<b>1/ Tenant's Civil Liability</b>		
<b>Property damage caused by fire, explosion, or water damage</b>	Limit: € 500,000 per loss event	Deductible: €300 per loss
<b>Recourse claims from neighbors and third parties</b>	Limit: € 450,000 per loss event	Deductible: €300 per loss
<b>Damage to the landlord's movable and immovable property</b>	Limit: € 8,000 per loss event	Deductible: €50 per loss

## 2. Insurance Policy Information Notice

### **How to Contact Our Trustiway®Assurance Customer Service**

10 RUE DE LA PAIX – 75002 PARIS

From Monday to Saturday, 9:00 AM to 7:00 PM

- **By phone from France:** 01 88 61 21 45  
(Non-premium rate call, cost depending on your operator, call may be recorded)
- **By phone from abroad:** 00 33 1 88 61 21 45 preceded by your local international access code  
(Non-premium rate call, cost depending on your operator, call may be recorded)
- **By email :** [contact@trustiway.com](mailto:contact@trustiway.com)

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

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

During the first call, an insurance claim number will be provided to you.

Please make sure to mention this number systematically during any future communication with our Insurance Service.

### **3. Purpose of the Contract**

#### **1. Tenant's Liability**

Following a fire, explosion, water damage, or freezing originating within the premises, the insurer covers the financial consequences of the tenants' or occupants' liability under **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).

The coverage also includes expert fees, travel or replacement expenses, and rehousing costs made necessary as a result of a covered loss.

The insurer also guarantees the financial consequences related to loss of rent or loss of use suffered by the property owner.

Damage caused to other vessels is excluded. This coverage is provided up to a maximum **limit of € 500,000** for all damages combined.

#### **2. Claims by Neighbors and Third Parties**

Following a fire, explosion, water damage, or freezing originating within the premises, the insurer covers 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 neighbors and third parties, and for which the tenant's liability coverage (described above) has been triggered. This coverage is provided up to a maximum limit of € 450,000 for all damages combined.

#### **3. Covers civil liability for material damage caused to third parties**

Covers other accidental damage caused to movable property listed in the inventory and located inside the rented accommodation (excluding fittings and equipment), as well as to immovable property belonging to the owner of the rented accommodation (excluding rented boats). This coverage is provided up to a limit of € 8,000, subject to an absolute deductible of € 50.

### **4. Definitions**

#### **Accident**

Any sudden, unforeseeable, and external event affecting the victim or the damaged property, which is the direct 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 methods of committing a terrorist act, including, where applicable, the use of devices or mechanisms involving active agents such as nuclear radiation.

...including, where applicable, the use of devices or mechanisms involving active agents such as nuclear radiation, radiological, biological, bacteriological, or chemical propagation.

## **Alienation**

The transfer of ownership of an asset between living persons, either free of charge (such as a gift or legacy) or for consideration (such as a sale or transfer, including the transfer of bare ownership or usufruct rights).

## **Insurance Year**

The period between the effective date of the contract and its first renewal date, or between two main renewal dates.

## **Insured Person**

Any tenant, natural person, whether French or foreign, renting a furnished residential property for short-term use (maximum of 6 months), who has voluntarily subscribed to one of the six "TRUSTI" plans, distributed either 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

## **Attacks**

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

## **Endorsement**

A document recording any addition to or modification of the original insurance contract.

## **Beneficiary**

The person to whom the 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 capital is paid to the person(s) designated in the Special Conditions.

## **Legal Code**

A compilation of laws, decrees, and regulations defining insurance law.

## **Premium**

The amount paid by the Policyholder in exchange for the coverage provided by the Insurer.

## **Forfeiture**

The loss by the insured of their right to compensation.

## **Bodily Injury**

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

## **Consequential Intangible Loss**

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

### **Non-Pecuniary Loos**

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

### **Pure Non-Pecuniary Loos**

Any non-pecuniary loss:

- – That results from bodily injury or property damage not covered by the policy,
- – Or that occurs in the absence of any other damage.

### **Property Damage**

Any deterioration or destruction of a thing or substance. Any physical harm caused to an animal.

### **Damages**

Damages of any kind.

### **Fortuitous Event**

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

### **Exclusion**

A risk not covered by the insurance policy.

### **Harmful Event**

An event that constitutes the originating cause of the damage.

### **Deductible**

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

### **Absolute Deductible**

The fixed amount (or percentage) that remains in any case payable by the Insured on the compensation amount due by the Insurer. The deductible applies per claim, regardless of the number of victims. Deductibles expressed as a percentage are applied to the compensation amount due by the Insurer.

### **Civil War**

Civil war shall be understood as any manifestation of mutiny, military or popular uprising, insurrection, rebellion, revolution, coup d'état, the establishment of martial law, or a state of siege.

### **Foreign War**

Foreign war shall be understood as any invasion, act of foreign hostility, or act of warfare (whether or not war is formally declared).

### **Indemnity**

The 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 defined in the special provisions, annexes, and specific conditions.

### **Sickness**

Any deterioration in health certified by a qualified medical authority, presenting a sudden and unforeseeable nature.

### **Malware**

Malicious software designed to gain or maintain fraudulent access to an information system, to hinder or distort its functioning, or to insert, alter, destroy, or extract data contained within it.

### **Cyber Malicious Acts**

L'acte intentionnel commis par un préposé de l'Assuré ou par un tiers consistant de façon frauduleuse à accéder ou se maintenir dans tout ou partie du système d'information de l'Assuré ou dans son réseau informatique et/ou à entraver et/ou fausser le fonctionnement du système d'information de l'Assuré ou le réseau informatique de l'Assuré à des fins de nuisance ou de profit, sans que les équipements informatiques, les équipements de télécommunication ou les installations d'infrastructures de l'Assuré subissent une atteinte physique.

### **Hard Materials**

In construction, this refers to the following materials: stone, brick, rubble, iron, cement concrete, cement and cinder blocks, reinforced glass, and all other construction materials classified as "hard" by the plenary assembly of property and casualty insurance companies. For roofing, this includes: tiles, slates, metals, glazing, concrete, asbestos-cement, and all other roofing materials classified as "hard" by the plenary assembly of property and casualty insurance companies.

### **Confirmed Threats of Terrorist Attacks and/or Acts of Terrorism**

A plan to carry out a terrorist attack or act, expressed through any means of communication, specifically targeting the insured event or explicitly mentioning the event or its location, and deemed serious enough to be acknowledged by government authorities, leading to a withdrawal of authorization or a ban for security reasons.

### **Nullity**

Retroactive termination of the contract. A null contract is deemed never to have existed. The Insurer refunds the premiums paid (unless the Insured or the Policyholder acted in bad faith). The Policyholder must return any indemnities received.

### **Fragile or Breakable Items**

All items or parts of items made of ice, glass or glass paste, crystal, porcelain, earthenware, ceramic, wax, alabaster, plaster, marble, stoneware, clay, or terracotta. This also includes statues, statuettes, and sculptures made of stone, bone, shell, or pottery.

### **Accidental Pollution**

The emission, discharge, release, or deposit of any solid, liquid, or gaseous substance into the air, soil, or water, resulting from a sudden and unforeseen event, and not occurring in a slow, gradual, or progressive manner..

### **Policyholder**

The signatory of the insurance contract.

### **Limitation Period**

The extinction of the right, for both the Insurer and the Insured, to bring any legal action arising from the insurance contract once a time limit has expired. The starting point and duration of this period are defined by **Article L.114-1** of the French Insurance Code (or **Article L.172-31** in the case of goods-in-transit insurance contracts).

### **Civil Liability**

The legal obligation of any person to compensate for damage caused to others.

### **Risk**

An event that may cause damage, or an asset exposed to such an event.

### **War or Exceptional Risks**

Foreign war refers to a state of hostilities between sovereign states or different peoples. Civil war refers to a state of general hostility between citizens of the same country. Covered risks include: hostilities, reprisals, torpedoes, mines, and all other instruments of war, as well as all war-related accidents and misfortunes, acts of sabotage or terrorism with a political nature or connected to war, and also seizures, captures, arrests, restraints, or detentions by any government or authority whatsoever.

### **Claim**

Any amicable or legal action brought by a third party seeking to hold the Insured liable under civil liability.

### **Termination**

The end of the contract resulting from a decision by either the Insurer or the Policyholder.

### **Claim**

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

### **Civil Liability**

The legal obligation of any person to compensate for the damage they have caused to others.

### **Claimable Event**

All damage that may be covered by the Insurer under the policy and resulting from the same insured event. Any damage, or set 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 one that constitutes the originating cause of the damage. A series of harmful events having the same technical cause shall be considered a single harmful event.

### **Leading Insurer**

The insurance company appointed by the Co-insurers to manage the policy on their behalf.

### **Policyholder**

The individual or legal entity who takes out the insurance contract.



### **Subrogation**

The transfer to the Insurers of the rights and legal actions of the Insured against those who, through their actions, caused the Insured a loss that has been compensated under the terms of the contract.

### **Third Party**

The legal obligation of any person to compensate for damage caused to others. Any person other than the Insured who suffers damage; it is understood that insured persons are considered third parties with respect to each other, except in the case of non-consequential intangible losses.

### **Wear and Tear**

Progressive deterioration of a part, machine component, or any physical element resulting from its use, regardless of the origin or nature of the deterioration (whether physical or chemical).

### **Motor Land Vehicle**

Any self-propelled vehicle that moves on land (i.e., not on water or in the air), is not bound to a rail system, and is used to transport people (even if only the driver) or goods.

## **5. Exclusions**

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

- The consequences of intentional misconduct committed by individuals who qualify as the Insured.
- Damages or financial losses caused by civil or foreign war, whether declared or not (**Article L.121-8** of the French Insurance Code). It is the Insured's responsibility to prove that the loss resulted from a cause other than foreign war. It is the Insurer's responsibility to prove that the loss resulted from civil war.
- Damages or financial losses caused by earthquakes, tidal waves, volcanic eruptions, or other natural disasters. However, for 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 modification of the structure of the atomic nucleus, by any nuclear fuel, radioactive product or waste, or any other source of ionizing radiation (in particular any radioisotope).
- Fines, taxes, levies, duties, and any other criminal penalties personally imposed on the Insured.
- Events, damages, or financial losses of which the Insured was aware at the time the contract was taken out, and which were known to be likely to trigger the application of the coverage.

### **Losses and/or expenses resulting directly or indirectly from, contributed to by, or arising out of:**

- 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, or electronic device (including smartphone, laptop, tablet, wearable device), server, cloud infrastructure, or microcontroller, including any similar system or configuration of the foregoing, and including any associated input, output, data storage device, networking 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 the time or place, involving access to, processing of, use of, or operation of any information system. This also includes any attempt, whether or not successful, to access, process, use, or operate any information system.

### **Cyber Incident means:**

- Means any error or omission, or series of related errors or omissions, involving the access to, processing of, use of, or operation of any information system;
- or
- any partial or total unavailability, or any failure or series of related partial or total unavailabilities or failures, of access to, processing of, use of, or operation of any information system.

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

- Any damage not engaging the tenant's civil liability,
- Any damage to the tenant's own property,
- Damage resulting from intentional deterioration, cigarette burns, or burns caused by any smoking item,
- Damage caused by domestic animals under the Insured's care,
- Damage caused by humidity, condensation, mist, or smoke,
- Breakdowns of appliances made available to the Insured,
- Damage to lamps, fuses, electronic tubes, cathode ray tubes, semiconductors, heating elements, and electric blankets,
- Repair, unblocking, or replacement costs of pipes, taps, and devices integrated into water and heating systems,
- Theft of items stored in courtyards, terraces, or gardens,
- Theft of items placed in communal areas shared by multiple tenants or occupants, except in the event of a break-in,
- Theft or loss of keys to the premises,
- Damage occurring while the premises containing the insured items are entirely occupied by third parties other than the tenant, their staff, or authorized persons,
- Damage resulting from use or occupancy not in accordance with the rental agreement,
- Consequences of contractual commitments that exceed the legal liability of the beneficiary,
- Damage to furniture considered as fittings or permanent fixtures (accastillage).

## 6. The Contract

### 1. Formation and Commencement of the Contract

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

The insurance contract is formed upon agreement between the parties. Once signed by both, it serves as evidence of their mutual commitment.

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

Coverage takes effect from the start date specified in the Special Conditions, unless these conditions stipulate that coverage is subject to payment of the first premium. These same provisions apply to any endorsement to the contract.

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

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

### 2. Duration of the Contract

#### **Duration and Renewal of the Contract:**

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

#### **Droit de dénonciation pour les contrats à tacite reconduction :**

For contracts with tacit renewal covering natural persons outside of their professional activities, the Insured is informed of the deadline to exercise their right to terminate the contract with each renewal notice.

- If this notice is sent to the Insured less than fifteen (15) days before the termination deadline, or after that date, the Insured shall be informed in the notice that they have a period of twenty (20) days from the date the notice was sent to oppose the renewal of the contract. In such cases, the termination period runs from the date shown on the postal stamp.
- If this information has not been provided in accordance with the first paragraph, the Insured may terminate the contract at any time from the renewal date, without penalty, by sending a registered letter to the Leading Insurer. Termination shall take effect on the day following the date shown on the postal stamp (**Article L113-15-1** of the French Insurance Code).

#### **Termination During the Contract Term:**

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

### 3. Declarations at Inception and During the Term of the Contract / Consequences in Case of Non-Compliance.

#### Contract Formation and Premium:

The contract is established based on the declarations made by the Policyholder, and the premium is determined accordingly.

#### Declarations at the Time of Contract Conclusion:

Under penalty of the sanctions set out in Section III below, the Policyholder must:

- Provide accurate answers to the questions asked by the Leading Insurer, particularly in the risk declaration form, in which they are required to disclose all circumstances that may help the insurers assess the risks they are undertaking.
- Declare the existence of any other insurance contracts taken out with other insurers that cover the same risks and the same interest (cumulative insurance as referred to in **Article L121-4** of the French Insurance Code).

#### Declarations During the Contract Term:

The Policyholder must:

- Declare to each Co-insurer (including the Leading Insurer) any new circumstances that either increase the risks or create new ones, thereby rendering inaccurate or obsolete the responses 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 they take out additional insurance contracts with other insurers covering the same risks for the same interest (cumulative insurance under **Article L121-4** of the French Insurance Code), they must immediately inform each insurer of the existence of the other contracts.  
Inform the Leading Insurer of any court ruling placing the Insured under judicial reorganization or liquidation proceedings, within fifteen (15) days from the date of such ruling.

#### Sanctions:

Even if they have no impact on the claim:

- Any intentional misrepresentation or concealment at the time of contract conclusion or during the term of the contract, which alters the nature of the risk or influences the insurers' perception of it, shall result in the nullity of the contract, in accordance with **Articles L113-8** and **L121-3** of the French Insurance Code.
- Any omission or inaccuracy in the declaration of the circumstances or risk aggravations referred to in Sections I-A) and II-A) above shall not render the contract null and void if bad faith on the part of the Insured is not established.  
If such omission or inaccuracy is discovered before any claim, the Leading Insurer may either maintain the contract subject to a premium increase accepted by the Policyholder, or terminate it in accordance with the terms and conditions set out in **Article 5** below. If the omission or inaccuracy is only discovered after a claim, the indemnity shall be reduced in proportion to the premiums paid relative to the premiums that would have been due had the risks been fully and accurately declared (pursuant to **Article L113-9** of the French Insurance Code).  
The rate used as the basis for this reduction shall be the one 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 the fact 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 automatically continue for the benefit of the heir or purchaser, provided that they fulfill all the obligations that the Policyholder was required to perform towards the Insurers under the contract.

- When there are multiple heirs or purchasers, they are jointly liable for the payment of premiums.
- The person transferring ownership remains liable to the Insurers for any premiums due prior to the transfer but is released — even as guarantor — from the obligation to pay future premiums from the moment they have informed the Leading Insurer of the transfer by registered letter.
- However, both the Insurers and the heir or purchaser have the right to terminate the contract under the terms and timeframes set out in **Article 5** below.

### Special Case:

In the event of the sale of a motor land vehicle, its trailers or semi-trailers, or pleasure boats, and solely with respect to the transferred asset, the contract is automatically suspended from midnight on the day following the transfer.

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

## 5. Termination of the Contract

### A. Grounds for Termination

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

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

- In the event of the occurrence of any of the following events (for insured natural persons), and when the insured risks are directly related to the former situation and do not 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 contract at the end of a term by sending a registered letter to the Leading Insurer two months before the renewal date. This right also applies to the Insurers under the same conditions.

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

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 increase in risk during the contract term.
- In the event of an omission or inaccuracy in the declaration of risk at the time of contract conclusion or during the contract term, committed by the Insured, where bad faith is not established 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 contract term if the Leading Insurer does not agree to the corresponding premium reduction.

In the event of business closure or company dissolution.

In the event of termination, after a claim, by the Insurers (or some of them) of another contract held by the Policyholder, but only for the participation of those Insurers in the present contract.

In the event of a portfolio transfer request 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 authorization or judicial liquidation of one of the Insurers, for their individual share in the contract.

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

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

## **B. Notice of Termination**

Subject to any specific provisions set out in Section I above, the party entitled to terminate the contract may exercise this right as described below:

Termination by the Policyholder, Heir, or Purchaser:

- For the entire contract, by notifying the termination to 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 concerns only their share.

Termination by the Insurers:

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

## **C. Notice Period**

Subject to the specific provisions set out in Section I above, the notice period runs from the date indicated on the postal stamp affixed to the registered letter notifying the termination.

## **D. Premium Refunds – Termination Indemnity**

In cases of termination during the contract term, the Insurers must refund to 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 Payment Delay**

Payment of the Premium and Related Charges:

- The premium and related charges, the amount of which is stipulated in the contract, as well as taxes and levies, are payable at the headquarters of the Leading Insurer or at the address of the representative designated by the Leading Insurer 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 of a premium within ten 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 contract through legal action), may issue a formal notice by registered letter sent to the Policyholder or to the person responsible for paying the premiums, at their last known address held by the Leading Insurer, with proof of receipt if this address is located outside mainland France.
- The formal notice letter shall reproduce the text of **Article L113-3** of the French Insurance Code.
- If the overdue premium or premium installment is not paid within thirty days from
  - If the overdue premium or premium installment is not paid within thirty days from the date the formal notice letter was sent,
  - or, if this letter must be sent to a location outside mainland France, from the date it was delivered to the recipient as evidenced by the acknowledgment of receipt,
- The coverage is automatically suspended.
- Non-payment of a premium installment renders the entire remaining annual premium immediately due. In such cases, the suspension of coverage remains in effect until full payment is made.
- Once at least ten days of suspension have passed, the Leading Insurer, acting on behalf of all Co-insurers, has the right to terminate the contract under the timeframes and procedures set out in Section III above.
- Payment of the premium or premium installments that were subject to the formal notice ends the suspension, and the contract resumes its effects for the future at noon on the day following the payment date.

## **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, at each due date, the provisional premium set out in the Special Conditions.

You must then declare, no later than thirty days after each due date, the elements necessary for calculating 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 any 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 amount, a penalty equal to 50% of the omitted premium.
- If the errors or omissions, by their nature, significance, or repetition, are deemed fraudulent, we shall be entitled to demand reimbursement of the claims paid (**Article L.113-10** 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 deadlines, we may, by registered letter, formally notify you to fulfill this obligation within ten days.
- If, after this period, the declaration has still not been provided, we may proceed to collect, as an advance payment and subject to later adjustment, a premium calculated based on the last declaration provided, increased by 50%.
- If this premium is not paid, we may pursue enforcement of the contract through legal action, suspend coverage, and then terminate the contract under the conditions specified above.

## **C. Reduction of Risk**

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

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

### **Exceptional Modification:**

- Due to technical or economic circumstances, the Leading Insurer may be required to modify the rates applicable to the risks covered by the contract as from the main renewal date, independently of indexation.
- The Policyholder will be informed of this by the renewal notice, which will indicate the new premium.
- The Policyholder may choose not to accept this modification. In such case, they must terminate the contract by sending a registered letter to the Leading Insurer within fifteen days of becoming aware of the change.
- The termination will take effect one month after the letter is sent.
- The Leading Insurer will be entitled to the portion of the premium calculated on the basis of the previous rate, prorated for the period between the last renewal date and the effective date of termination.
- If no termination is made, the premium modification will take effect as from the renewal date.

## **8. The Claim**

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

Obligations in the Event of a Claim :

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

- The Policyholder or the Insured must report the claim to the Leading Insurer in writing (preferably by registered letter) or verbally with acknowledgment of receipt.
- This notification must be made, under penalty of forfeiture, except in cases of unforeseen circumstances or force majeure, as soon as the Insured becomes aware of the claim and no later than within five (5) working days, reduced to two (2) days in the event of theft.
- Forfeiture cannot be invoked against the Insured unless the Insurers prove that the delay in reporting caused them prejudice.

#### **2. Safeguard Measures:**

- The Insured must immediately take all necessary measures to limit the extent of the claim and protect the insured property.

#### **3. Additional Obligations:**

- Indicate in the claim notification—or, if impossible, in a subsequent statement 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 coverages taken out for the same risks with other insurers.
- Provide the Leading Insurer, within thirty (30) days, with a statement of losses, meaning a detailed estimated report, certified as true and signed by the Insured, specifying the amount of damage potentially covered under the contract.
- Upon simple request from the Leading Insurer, promptly supply any other documents necessary to assess the damages.
- Forward to the Leading Insurer, upon receipt, any notices, letters, summonses, writs, extrajudicial documents, and legal documents received, delivered, or served to the Insured or their representatives concerning a claim likely to engage the Insured's liability.

### **Consequences in Case 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 unforeseen circumstances or force majeure, the Insurers may claim compensation proportionate to the prejudice caused by this failure.
- If the Policyholder or the Insured makes false declarations, notably exaggerates the amount of damages, claims destruction of goods that did not exist at the time of the loss, conceals or removes all or part of the insured property, knowingly omits to declare the existence of other insurance covering the same risks, provides inaccurate documents as justification, or uses fraudulent means, the Insured shall entirely forfeit any right to compensation.

### **B. Appraisal – Salvage**

#### **Assessment of Damages:**

- Damages are determined by mutual agreement.
- In the event of disagreement, a joint amicable appraisal will be conducted, without prejudice to the respective rights of the parties.

#### **Appraisal Procedure:**

##### **1. Selection of Appraisers:**

- Each party appoints its own appraiser.
- If the appointed appraisers fail to reach an agreement, they appoint a third appraiser.
- The three appraisers work together and make decisions by majority vote.

##### **2. Court Appointment:**

- If one of the parties fails to appoint its appraiser, or if the two appraisers cannot agree on the choice of the third, the appointment is made by the President of the Tribunal de Grande Instance or the Commercial Court of the place where the loss occurred.
- This appointment takes place upon a simple request from the most diligent party, submitted no earlier than fifteen (15) days after sending the other party a registered letter of formal notice with acknowledgment of receipt.

##### **3. Post-Loss Appraisal:**

- The post-loss appraisal is carried out, in the case of insurance for account, with the Policyholder.

### **Appraisal Fees:**

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

### **Ownership of Insured Items:**

- The Insured may not abandon the insured items.
- Both damaged and undamaged salvaged property remains the Insured's property, even in the event of a dispute over its value.

### **Salvage Valuation:**

- If no agreement is reached on the valuation of the salvage, either party may, by simple request to the President of the Tribunal de Grande Instance or the Commercial Court of the place where the loss occurred, request the appointment of an appraiser to carry out this valuation.

## **C. Settlement of Damages and Payment of Indemnities**

### **Principle of Insurance:**

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

### **Calculation of the Indemnity:**

The indemnity owed by the Insurers is equal to the amount of the damages assessed as indicated in each section. The indemnity amount will be reduced by applying the following provisions:

- Capping of damages at the amount set by the Contractual Indemnity Limit,
- Application of a proportional reduction of indemnity and/or a proportional capital rule,
- Deduction of the stipulated deductible. For each item listed in the Special Conditions, the indemnity payable can under no circumstances exceed the guaranteed capital.

If, within three months from the submission of the final statement of losses, the appraisal is not completed, the Insured has the right to trigger the accrual of interest by formal notice; if it is not completed within six months, either party may initiate legal proceedings. Payment of the indemnity must be made within thirty days, either from the amicable agreement or from the enforceable court decision.

### **Carryover of Surpluses:**

- Any insurance surpluses that may be identified on the date of the loss for one or more properties or liabilities subject to the proportional rule will be carried over to all other underinsured properties or liabilities also subject to the proportional rule, provided their applied premium rate is equal to or lower.

### **Cumulative Insurance:**

- If there are other insurance policies of the same nature, taken out without fraud and providing the same coverage for the same interest, each of these policies applies within the limits of its guarantees.
- The indemnity cannot exceed the amount of the damage, regardless of the date on which the insurance was taken out.
- Within these limits, the beneficiary of the contract may seek compensation for their damages by contacting the Insurer of their choice.
- The contribution of each Insurer is determined by applying to the amount of the damage the ratio between the indemnity the Insurer would have paid if they were the sole insurer and the total combined indemnities that would have been payable by each Insurer if they were the sole insurer.

## **D. Subrogation / Recourse After a Loss**

The Insurers are subrogated, up to the amount of the indemnity they have paid, to the rights and legal actions of the Insured against all parties responsible for the loss.

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

However, the Insurers have no recourse against:

- The Insured's children, descendants, ascendants, direct-line relatives by marriage, household staff, employees, workers, or generally any person habitually living in the Insured's household;
- The members constituting the insured business, jointly or individually, including managers, supervisors, employees, workers, non-resident or rent-free domestic staff, and, in general, any person for whom the Insured is legally liable — except in cases of malice or willful misconduct by any of these persons.

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

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

The Insurers may be released, in whole or in part, from their obligation to indemnify the Insured if, due to the Insured's actions, subrogation in favor of the Insurers is no longer possible.

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

If, as a result of requisition or voluntary assistance, the means of rescue and protection are temporarily moved outside the insured premises, the Insurers shall not invoke this fact to apply the proportional reduction of indemnity provided under Article 3, § III-b).

Furthermore, the Insurers waive any recourse against the beneficiary of such assistance if the equipment used is damaged during efforts to combat the loss. They also waive any recourse they might otherwise have against an external company that, under the same circumstances, assists the insured premises and, through its fault, aggravates the damage.

## **E. Specific Provisions for Liability Coverage**

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

- In the event of legal action involving liability covered by this contract, the Insurers, within the limits of their coverage:
  - Before civil, commercial, or administrative courts, shall assume the defense of the Insured, manage the legal proceedings, and freely exercise the right to appeal.
  - Before criminal courts, if the victim(s) have not been compensated, shall have the option to manage the defense or join it, and, on behalf of the Insured as a civilly liable party, exercise the right to appeal.

### **Specific Conditions:**

- The Insurers may only exercise the right to appeal with the agreement of the Insured if the latter has been cited as a defendant, except for appeals to the Court of Cassation when limited to civil interests.
- Within the limits of their coverage, the Insurers alone have the right to settle with the injured parties or their beneficiaries..

### **Limitations:**

- No acknowledgment of liability or settlement made outside the Insurers is binding upon them.
- An acknowledgment of a material fact or the mere act of providing urgent aid to the victim is not considered an acknowledgment of liability when it concerns an act of assistance that any person has a legal or moral duty to perform.

### **Legal Costs and Indemnities:**

- Legal fees, release fees, and other settlement costs shall not be deducted from the amount of the coverage.
- In the event of a judgment exceeding the insured amount, these costs are borne by the Insurers and the Insured in proportion to their respective shares of the judgment.

### **Provisions Related to Annuities:**

- If the indemnity awarded to a victim or their beneficiaries consists of an annuity, and if the acquisition of securities is ordered as a guarantee for its payment, the Insurers shall use the available portion of the insured sum to constitute this guarantee.
- If no special guarantee is ordered by judicial decision, the capital value of the annuity shall be calculated according to the rules applicable for determining the mathematical reserve of such annuity.
- If this value is less than the available insured sum, the annuity is fully borne by the Insurers.
- Otherwise, the Insurers shall only bear the portion of the annuity corresponding, in capital, to the available portion of the insured sum.

### **Protection of Victims:**

- No forfeiture resulting from a failure by the Insured to fulfill their obligations after the loss may be invoked against injured parties or their beneficiaries.

## **9. Co-Insurance**

### **A. Operation**

#### Operation of Co-Insurance:

#### **Coverage of the Insured:**

- Each Co-Insurer, including the Leading Insurer, guarantees the Insured against the damages covered as stipulated in the Special Agreements and the Special Conditions, within the limit of its share as indicated in the Special Conditions.
- Each Co-Insurer has the right to have the risk inspected by a duly authorized representative.
- In the event the Leading Insurer ceases to act in this role, the Policyholder undertakes to select another company and inform the concerned Co-Insurers.

### **Non-Joint Liability of the Co-Insurers:**

- The insurers participating in the co-insurance, including the Leading Insurer, are not jointly liable for fulfilling their obligations under the contract, whether regarding the payment of indemnities due or any other contract management operations.

### **Purpose and Limits of the Mandates Given 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 contract on behalf of each Co-Insurer.
  - Centralize and collect the premiums due to the Insurers and issue receipts for the collection of the total amount of premiums, including fees, taxes, and levies.
  - Centralize the amount of the indemnity owed by each Co-Insurer for payment purposes.
  - Take the initiative to terminate the contract on behalf of all Co-Insurers when the contract allows it.
  - Handle, on behalf of all Co-Insurers, any claim file and seek an amicable agreement with the beneficiary of the indemnity.
  - Follow up, on behalf of all Co-Insurers, on declarations and requests to modify the contract.
  - Receive, on behalf of all Co-Insurers, the notification of termination by 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 Case of Dispute:**

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

#### **B. Non-Joint Liability of the Co-Insurers.**

#### **C. Purpose and Limits of the Mandates Given to the Leading Insurer by the Insurers.**

#### **D. Competent Courts in Case of Dispute.**



## 10. Prescription

### **Prescription of Actions Arising from the Contract**

Any action arising from this contract is subject to a two-year limitation period. This period begins on the date of the event giving rise to the action, under the conditions set out in **Article L114-1** of the French Insurance Code.

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

However, this period only begins:

1. In the case of concealment, omission, false or inaccurate declaration regarding the risk, from the day the Insurers became aware of it;
2. In the case of a claim, from the day the interested parties became aware of it, provided they can prove they were unaware until then.

### **Interruption of the Limitation Period:**

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

Additionally, the interruption of the action may result from the sending of a registered letter with acknowledgment of receipt sent by the Leading Insurer to the Policyholder regarding the action for premium payment, or by the Policyholder to the Leading Insurer regarding the settlement of the indemnity.

The limitation period is also interrupted by ordinary causes (acknowledgment by the debtor of the right of the party against whom the limitation period was running, legal action even if brought before an interim court, protective measures taken under the French Code of Civil Enforcement Procedures, or acts of forced execution) and by the appointment of experts following a claim.

Furthermore, the interruption of the limitation period may result from the sending of a registered letter or electronic registered mail with acknowledgment of receipt, sent by the Insurer to the Insured concerning the action for premium payment, or by the Insured to the Insurer concerning the settlement of the indemnity.

## 11. Competent Court

Jurisdiction for the Determination and Payment of Indemnities:

- Legal proceedings related to the determination and payment of indemnities owed fall under the jurisdiction of the court of the Insured's domicile.
- However, for matters concerning real estate or movable property by nature, the defendant shall be summoned before the court of the location of the insured items, in accordance with **Article R114-1** of the French Insurance Code.

## 12. Insurance for Account

Notifications by the Insurer:

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

## 13. Control

Regulatory Control:

- In accordance with **Article L112-4** of the French Insurance Code, it is specified that the company TOKIO MARINE EUROPE S.A. is supervised 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 our clients' personal data and respect for their privacy are particularly important to us, and we make every effort to uphold them. The clause below details how we collect, process, and disclose your personal data, as well as your rights regarding the personal data we hold during any interaction with our services.

**This clause sets out the following:**

- The personal data we collect about you and how we collect it;
- How we use 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 period for which we retain your data;
- Your rights and the choices available to you regarding the data we hold;
- How to file a complaint related to the data we hold; and
- How to contact us regarding any request related to this data protection clause or 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/>.

These companies are collectively referred to using the possessive pronouns we, our, or "TMHCC."

Under European data protection laws, when you visit our website [www.tmhcc.com](http://www.tmhcc.com) (hereinafter our "Website") or interact with us from a country within the European Economic Area (or "EEA"), the data controller for your personal data is TMHCC.

## What is Personal Data?

For the purposes of this document, the term "personal data" refers to data that can be used to identify you. For example: your name, addresses, and telephone number, but also your IP address and place of residence.

## What Personal Data Do We Collect?

- **Data You Provide Voluntarily:** In order to provide you with our services, we may ask you to provide personal data, including your name, email address, postal address, telephone number, gender, date of birth, passport number, bank details, and records of payment incidents and/or claims.  
The personal data we request from you, as well as the reasons why we request it, will be explained to you upon simple request. Some of the data you provide may qualify as **"sensitive personal data."**  
"Sensitive personal data" is defined under the General Data Protection Regulation (GDPR) as information related 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 are otherwise authorized by law or regulation, or if they are required to provide us with your personal data.

For example, if you are an individual insured with us through an insurance broker, we may obtain data about you from your broker in order to prepare your insurance proposal and/or insurance policy.

If you would like details about how your broker uses and discloses your personal data, please request to see your broker's Data Protection Policy.

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

- Credit reference agencies
- Anti-fraud databases and other databases
- Government authorities
- Electoral rolls
- Court rulings
- Sanctions lists
- Members of your family
- In the event of an insurance claim: identities of other parties to the claim, witnesses, experts, insurance adjusters, lawyers, and claims handlers

### **How Do We Use Personal Data?**

We may use your personal data for the following purposes:

- Creating your client file (including checks under the “know your customer” procedure);
- Providing you with an insurance proposal/pricing;
- Processing your payments;
- Communicating with you about your insurance policy;
- Renewing your policy;
- Obtaining reinsurance protection for your policy;
- Managing insurance and reinsurance claims;
- Carrying out administrative management tasks;
- Complying with our legal and regulatory obligations;
- Modeling our risks;
- Responding to or initiating legal proceedings;
- Investigating or pursuing fraud;
- Responding to your requests; or
- When you sign up for an online account.

### **Legal Basis for Collecting Your Data**

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

In general, we will collect your personal data when we need it to provide you with our services or to perform a contract with you, when the processing is in our legitimate interests and is not overridden by your data protection interests or fundamental rights and freedoms, or when you have expressly consented to it.

We may also use your personal data to comply with a legal obligation, such as the checks required under “know your customer” procedures or anti-money laundering measures that we must carry out before you become a client.

When we ask you to provide personal data to comply with our obligations or to perform a contract with you, we will inform you at the appropriate time whether providing such data is mandatory or optional (and will also explain the consequences if you do not provide the 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 provide certain services to you.

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 such 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 to perform a contract you have entered into, when it is required to comply with a legal obligation to which we are subject, or when it serves the public interest.

The collection and use of your personal data, including sensitive personal data, are carried out based on applicable data protection laws, including (in France) the amended French Data Protection Act of January 6, 1978.

For any questions or additional information you may need regarding the legal bases governing our collection and use of your personal data, please contact us using the details provided in the "Contact Us" section below.

### **To Whom Do We Disclose Your Personal Data?**

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

- To our group companies, external service providers, and partners providing data processing services (including those assisting us in delivering our services) or processing personal data for the purposes described in this Data Protection Clause (see "How Does TMHCC Use My Personal Data?"). A list of our group companies can be viewed at <https://www.tokiomarinehd.com/en/group/>, and we will provide you with a list of our service providers and partners upon simple request;
- To any organization, law enforcement body, regulatory or administrative authority, court, or other third party when we believe that such disclosure is necessary (i) under applicable laws or regulations, (ii) to exercise, establish, or defend our rights, or (iii) to protect your interests or those of any other person;
- To any potential buyer (and its representatives and advisors) in connection with any proposed purchase, merger, or acquisition of any part of our business, provided that we inform the buyer that it may only use your personal data for the purposes described in our Data Protection Clause;
- Or to any other party, provided that we have obtained your consent to do so.

## **International Transfers**

Your personal data may be sent to and processed in countries other than the one in which you reside. 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 those in the EEA, and operate worldwide. As a result, the data we collect from you may be processed in any of these countries.

We have, however, taken appropriate measures to require that your personal data is protected in accordance with this clause, notably by implementing the European Commission's Standard Contractual Clauses for transfers of personal data between group companies, thereby obligating all such companies to protect personal data from EEA countries in compliance with European Union data protection law.

We will provide you with our Standard Contractual Clauses upon simple request. We have also implemented similar safeguards in our contractual relationships with our external service providers and partners; we will provide you with more detailed information 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 you with the service you requested or complying with legal, tax, or accounting requirements.

They also include retaining your data for as long as you or we have the option to file a claim under your insurance contract or as long as it is necessary for us to retain the data due to legal or regulatory obligations.

We invite you to contact us at the address provided in the "Contact Us" section below for any additional information about our Record Retention Procedures.

We may also retain your personal data when it is necessary to protect your vital interests or those of another individual.

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

The main rights granted to you under data protection law 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 us with 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 additional copy requests may be subject to a reasonable fee. In addition, 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 have collected and processed your personal data with your consent, you can withdraw that consent at any time.

Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect the processing of your personal data carried out under legal grounds other than consent.

You have the right to lodge a complaint with the data protection authority about our collection and use of your personal data.

For more information, please contact your local data protection authority.

We respond to all requests from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

You can exercise any of your rights relating to your personal data by contacting us at the 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 in the context of automated decision-making processes (including profiling) that legally or significantly affect you.

We refer to automated decision-making when a decision concerning you is made automatically based on a computer determination (using software algorithms), without human involvement. For example, in certain cases, we may use automated decisions to determine an insurance applicant's insurability. We have implemented measures to safeguard the rights and interests of individuals whose personal data is used in the context of automated decisions. When a decision concerning you is made automatically, you have the right to contest that decision, express your point of view, and request a human review of the decision.

## **Security**

TMHCC places great importance on the security of all its clients' personal data.

We have implemented security measures to prevent the loss, misuse, and alteration of personal data under our responsibility.

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

Although we cannot guarantee or ensure that no loss, misuse, or alteration of data will occur, we take every possible step to prevent such incidents.

## Contact Us

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

Notice  
Délégué à la Protection des Données  
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 case of disagreement or dissatisfaction regarding the implementation of your contract, we invite you to report it to **Trustiway® Assurance** – Complaints Department by writing to [reclamation@trustiway.com](mailto:reclamation@trustiway.com) concerning the coverages of the subscribed contract.

In case of difficulty, the Policyholder should consult the Broker through whom the contract was subscribed. If the response is not satisfactory, the Insured or the Policyholder may address 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 acknowledges receipt of the complaint within a period not exceeding 10 business days from the date of receipt, unless the response itself is provided to the client within that period.

The Insurer sends its response to the Insured within a period not exceeding two months from the date of receipt of the complaint.

Finally, if your disagreement persists after the response provided, you may refer the matter to the Insurance Mediation, provided that no legal action has been initiated:

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

The Insurance Mediation is not competent to handle contracts subscribed to cover professional risks.



## **16. International Sanctions**

This coverage has no effect:

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

Declaration in Case of a Claim:

- When multiple insurance policies contracted by the Insured may allow the activation of coverage, the Insured must, in the event of a claim, declare the existence of these policies to the relevant Insurers within the period mentioned in the previous paragraph.
- Within the same period, the Insured shall declare the claim to the Insurer of their choice.

## **17. Insurance Obligation**

Indemnity Payment Deadline:

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

**Interest in Case of Delay:**

- If payment is not made within the specified deadlines, and unless prevented by a fortuitous event or force majeure, the indemnity owed by the Insurer shall accrue interest at the legal interest rate starting from the expiration of the three-month period.

## **18. Territorial Scope**

**Territorial Limitation of Coverage:**

- The Civil Liability (CL) coverage is limited to the whole of Europe, excluding Switzerland, Monaco, and Andorra.
- The property damage coverage applies to the whole of Europe, excluding Switzerland, Monaco, and Andorra.