



**TOKIO MARINE**  
**HCC**

# INFORMATION NOTICE

**CONTRAT TRUTIWAY TRUSTI VOYAGE**

**Garantie** : Cancellation and Interruption + Tenant's Civil Liability

SPECIAL-LINES-08/25 - 4K



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# 1. Table of Benefits

INSURANCE BENEFITS	COVERAGE LIMIT	DEDUCTIBLE
<b>1/ Cancellation</b>		
<b>Cancellation for Medical Reasons</b> Including: <ul style="list-style-type: none"> <li>• Cancellation due to illness declared within one month prior to departure in the event of an epidemic or pandemic</li> <li>• Cancellation due to denied boarding following a temperature check</li> </ul>	Maximum €20,000 per rental	No deductible
<b>Cancellation for Any Justified Reason</b>	Maximum €20,000 per rental	No deductible
<b>2/ Trip Interruption Expenses</b>		
<b>Reimbursement of unused ground services calculated</b> on a pro rata temporis basis (transportation excluded)	Maximum €20,000 per rental	No deductible
<b>3/ Tenant's Civil Liability</b>		
<b>material damage resulting from fire, explosion, water damage</b>	€500,000 per claim	€300 per claim
Recourse of neighbours and third parties	€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

#### Trip Cancellation

##### Cancellation Insurance Coverage

The insurer guarantees the reimbursement to the insured of any amounts paid as a deposit or down payment, as well as the remaining balance due, in the event of trip cancellation for the following reasons, up to a limit of **of €20,000 per claim**, regardless of the number of beneficiaries. This coverage applies to both medical reasons and any other justified causes, subject to the provision of appropriate supporting document

##### Cancellation for medical reason

Cancellation for medical reason is covered by the Insurer in the following situations:

- **Serious illness, serious injury, or death** of the insured or of any other person mentioned in the rental agreement and benefiting from said rental. **Serious illness or injury** refers to any new deterioration in health or bodily harm, any unforeseeable worsening of a pre-existing illness, any psychological or psychotherapeutic illness requiring hospitalization for at least three days, or any complications related to pregnancy up to the 28th week. This coverage applies if the situation prevents the insured from leaving their home or the medical facility where they are being treated at the start of the rental period.

For the recognition of cancellation due to medical reasons, specific conditions apply depending on the status of the Insured:

- **For employees:** Cancellation is justified by hospitalization or a work stoppage of at least eight consecutive days, accompanied by a medical certificate specifying the prohibition to leave the home or the hospital at the start date of the rental period.
- **For self-employed individuals:** Justification is based on hospitalization of at least eight days or a medical certificate stating a prohibition to leave the room for a minimum duration of eight days. For spa patients, proof of coverage by their statutory health insurance scheme is also required, regardless of income, for all reimbursable expenses.

The cancellation coverage for medical reasons also includes **family bereavement** involving the insured's first-degree ascendants and descendants. However, cancellation due to the death of a close relative—defined as a first-degree ascendant or descendant—is only covered if the death occurs within the month preceding the departure date.

**Coverage limitation:** The coverage will not apply if the person concerned by the medical reason was already hospitalized at the time of booking

### Cancellation for Any Justified Reason:

The trip cancellation coverage also applies to any other reason, provided that the cause of cancellation meets the following conditions:

- Cancellation must be justified by an unforeseen event that presents an immediate, real, and serious obstacle preventing the Insured from departing and/or carrying out the planned activities during the stay.
- An unforeseen event is defined as any sudden, unpredictable circumstance beyond the control of the Insured. It is required that this unforeseen event justifies the cancellation of the trip by the Insured.
- The unforeseen event must have a direct causal link with the Insured's inability to travel.

The cancellation coverage for any justified reason therefore applies to any external, unexpected, and uncontrollable circumstance that results in a proven inability to attend the stay and participate in the planned activities.

### Trip Interruption

#### Trip Interruption Coverage:

In the event of the Insured's early return, the Insurer guarantees reimbursement of prepaid and unused accommodation expenses, calculated on a pro rata temporis basis, starting from the night following the event that caused the early return.

This reimbursement applies to the Insured, their enrolled family members, or any other person covered under this contract who is accompanying the Insured during the stay. Transportation costs are not included in this coverage.

#### Cases Covered by the Guarantee:

The Insurer also provides coverage in the event of early return caused by the following events:

- **Theft, serious damage from fire, explosion, water damage, or natural disasters** affecting the insured's private or professional premises, and requiring their urgent presence to take protective measures.

In the event of early return for these reasons, the Insurer will reimburse prepaid and unused accommodation expenses on a pro rata temporis basis, starting from the night following the return date.

This coverage applies to the insured, their enrolled family members, or any person covered under the contract accompanying them, provided the terms and conditions of the guarantee are met.

Transportation costs are not included in the reimbursement calculation.

## Tenant's Liability

Following a fire, explosion, water damage, or frost originating within the premises, the financial consequences of the liability of tenants or occupants, 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), expert fees, travel or replacement costs, as well as rehousing expenses made necessary as a result of a covered loss. The insurer also covers the financial consequences, loss of rent, or loss of use suffered by the owner. Damage caused to other vessels is excluded.

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

## Recourse of 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's liability cover has applied.

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

## Civil Liability for Property Damage

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

This cover is provided up to a **limit of €4,000**, subject to a fixed **deductible of €50**.

## 4. Définitions

### **ACCIDENT**

Any sudden, unforeseeable event external to the victim or the damaged property, constituting the cause of bodily injury or material 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 (OR CONTRIBUTION)**

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.

### **SHORT-TERM RENTAL**

Stay of less than 6 months in premises where the insured is neither the owner nor a year-round tenant.

### **PREMISES**

Residential house, apartment, hotel room, holiday cottage, caravan, mobile home, inland waterway boat.

### **ILLNESS**

Any deterioration in health diagnosed by a qualified medical authority, with a sudden and unforeseeable nature.

**MALWARE**

Malicious software designed to fraudulently access or remain within an information system, to obstruct or alter its operation, or to introduce, modify, destroy, or extract data it contains.

**CYBER MALICIOUS ACT**

Any intentional act committed by an employee of the Insured or by a third party, consisting in fraudulently accessing or remaining in all or part of the Insured's information system or IT network, and/or obstructing and/or distorting the operation of the Insured's information system or network, for harmful or profit-driven purposes, without causing any physical damage to the Insured's IT equipment, telecommunications devices, or infrastructure.

**HARD MATERIALS**

In terms of construction, the following materials: stone, bricks, rubble, iron, cement concrete, cement and cinder blocks, reinforced glass, and all other construction materials classified as "hard" by the plenary assembly of property insurance companies.

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

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

An expressed plan to carry out a terrorist act or attack by any means of communication, directly targeting the insured event, explicitly naming the event or the location where it is to take place, and deemed serious enough to be considered by government authorities and lead to the 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 (unless bad faith is established on the part of the Insured or the Policyholder). The Policyholder must return any compensation received.

**FRAGILE OR BREAKABLE OBJECTS**

Any object or part thereof made of ice, glass, glass paste, crystal, porcelain, earthenware, ceramic, wax, alabaster, plaster, marble, sandstone, clay, or terracotta. Also included are statues, statuettes, and sculptures made of stone, bone, or shell, as well as pottery.

**ACCIDENTAL POLLUTION**

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

**POLICYHOLDER**

Signatory of the contract: Any individual or legal entity, French or foreign, renting furnished accommodation on a short-term basis.

The following are considered insured persons: the policyholder, their spouse (including common-law partner or civil union partner), as well as any other person (not necessarily a relative) designated on the registration form for this contract and benefiting from the rental. Also covered are their ascendants, descendants, sons- and daughters-in-law, brothers, sisters, uncles, aunts, nephews, and nieces.

### **LIMITATION PERIOD (PRESCRIPTION)**

The expiration of the right, for both the Insurer and the Insured, to initiate legal proceedings arising from the insurance contract after a period whose starting point and duration are defined by **Article L114-1 of the French Insurance Code (or L172-31 for goods in transit insurance contracts)**.

### **CIVIL LIABILITY**

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

### **RISK**

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

### **WAR OR EXCEPTIONAL RISKS**

Foreign war is a state of hostilities between sovereign states or distinct peoples. Civil war is a state of widespread hostility between citizens of the same country. The covered risks include: hostilities, reprisals, torpedoes, mines, and all other weapons of war; in general, all accidents and misfortunes of war; as well as acts of sabotage or terrorism of a political nature or related to war; and captures, seizures, arrests, restraints, or detentions by any governments or authorities.

### **CLAIM**

An amicable or judicial challenge of the insured's civil liability by the injured third party.

### **CANCELLATION**

Termination of the contract by decision of the insurer or the policyholder.

### **CLAIM**

Any amicable or legal request for compensation made by the victim of a loss or their beneficiaries, addressed to the Insured or the insurer.

### **CIVIL LIABILITY**

The legal obligation of any person to repair the harm they have caused to others.

### **LOSS EVENT (CLAIMABLE EVENT)**

All damages potentially covered by the Insurer under the contract and arising from the same insured event.

Any damage or set of damages caused to third parties, engaging the liability of the Insured, resulting from a harmful event and giving rise to one or more claims.

The harmful event is the originating cause of the damage. A set of harmful events with the same technical cause is considered a single harmful event.

### **LEADING INSURER (APÉRITEUR COMPANY)**

The company designated to manage the contract on behalf of the co-insurers.

### **POLICYHOLDER**

The person (individual or legal entity) who subscribes to the insurance contract.

### **SUBROGATION**

The transfer to the Insurer of the rights and legal actions of the Insured against any third party responsible for the damage indemnified under the contract.

**THIRD PARTY**

Any person other than the Insured who is held responsible for damage. Insured parties are considered third parties in relation to one another, except in the case of non-consequential intangible damage.

**WEAR AND TEAR**

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

**MOTOR VEHICLE**

A self-propelled device that moves on land (i.e., not air or sea), not linked to a railway track, powered by its own motor, and used for the transport of persons (even if only the driver) or goods.

## 5. **Exclusions**

### **1. General Exclusions:**

- **Consequences of intentional misconduct:** Damages directly or indirectly related to the intentional or fraudulent misconduct of individuals who qualify as insured persons.
- **Civil or foreign war:** Damages or financial losses caused by civil or foreign war, whether declared or undeclared, in accordance with Article L.121-8 of the French Insurance Code. The insured is required to prove that the loss is not related to foreign war, and the insurer must prove that the loss results from civil war.
- **Catastrophic events:** Damages or financial losses resulting from earthquakes, tidal waves, volcanic eruptions, or other cataclysmic events, unless property damage is covered under natural disaster insurance as defined in Articles L.125-1 to L.125-6 of the French Insurance Code.
- **Nuclear risk:** Damages or aggravated damages caused by nuclear weapons or devices, any nuclear fuel, radioactive product or waste, or any source of ionizing radiation, including any radioisotope.
- **Criminal penalties:** Fines, taxes, levies, duties, and other penalties personally imposed on the insured.
- **Known triggering events:** Any triggering events, damages, or financial losses known to the insured at the time of subscription, which may lead to the application of the insurance contract.

### **2. Exclusions in an Epidemic/Pandemic Context**

- **Inability to travel due to closures:**  
Any inability to travel resulting from border closures or administrative measures.
- **Travel or event restrictions:**  
Restrictions on travel or on the organization of public events and gatherings.
- **Quarantine or preventive measures:**  
Situations involving collective quarantine or other preventive measures imposed by international, local (destination country), or national (country of origin) health authorities, unless otherwise stated.

### 3. Exclusions Applicable to Cyberact and Cyberincident Risks

#### **Cyberacts and cyberincidents:**

Exclusion of losses and expenses resulting directly or indirectly from a cyberact or cyberincident, defined as follows:

- **Information system:** Any hardware or software, electronic devices (including smartphones, computers, tablets, wearable devices), servers, cloud systems, or any associated storage, networking, or backup infrastructure.
- **Cyberact:** Any unauthorized, malicious, or criminal act involving access to, processing of, use of, or attempt to access or use any information system.
- **Cyberincident:** Any error or omission related to the access, processing, or use of an information system; or any total or partial unavailability or failure of such system.

### 4. Exclusions Applicable to the “Cancellation” and “Trip Interruption” Coverage

- **The consequences of the following are excluded:**
  - Disputes or claims related to property descriptions or check-in/check-out inventories.
  - Economic redundancy (layoff) or job transfer, if the procedure was initiated before the subscription date.
  - In vitro fertilization, including preparation, treatment, and resulting consequences.
  - Pregnancy beyond the 28th week or childbirth.
  - Accidents involving a positive test for blood alcohol level or narcotics above the legal limit constituting an offense.
  - Intoxication or use of narcotics or non-prescribed medication.
  - Psychological, mental, or nervous disorders not resulting in hospitalization of more than 4 days.
  - Unstabilized medical conditions that were diagnosed or treated within 30 days prior to the booking, unless a medical certificate of stability is provided.
  - Spa treatment or cosmetic procedures.
  - Intentional acts, suicide, attempted suicide, or self-inflicted injuries.
  - Any reason known at the time of booking.
  - Civil unrest, terrorist acts, threats, attacks (except attacks occurring on-site or within a 30 km radius in the 15 days preceding departure), and riots.
  - Medical contraindication to air travel.
  - Accidents occurring while piloting an aircraft, participating in motorized sports competitions, or during test drives.
  - Failure or inability to be vaccinated.
  - Failure to present essential documents: passport (unless stolen), visa, travel tickets, vaccination record.
  - Cancellation by the carrier or travel organizer, regardless of the reason.

- Cancellations due to scheduled medical check-ups or follow-up appointments.
- Cancellations made through an authorized intermediary.
- Reimbursement of the insurance premium.
- **Exclusions Applicable to the “Search and Rescue Expenses” Coverage:**
  - Expenses related to the insured's gross negligence requiring public rescue services intervention.
  - Expenses for towing a sailboat or motorboat.
  - Expenses incurred during the practice of caving (speleology).
- **Exclusions Applicable to the “Tenant’s Civil Liability” Coverage:**
  - Any damage not engaging the tenant's civil liability.
  - Damage to the tenant's personal property.
  - Damage resulting from intentional acts, including cigarette burns or other smoker-related items.
  - Damage caused by pets under the care of the Insured.
  - Damage caused by humidity, condensation, steam, or smoke.
  - Breakdown of appliances made available to the tenant.
  - Damage to lamps, fuses, electronic tubes, cathode-ray tubes, semiconductor crystals, heating resistors, and electric blankets.
  - Repair, unclogging, or replacement costs for pipes, faucets, and appliances in water and heating systems.
  - Theft of items stored in courtyards, terraces, or gardens.
  - Theft of items from shared premises used by multiple tenants (except in cases of break-in).
  - Theft or loss of keys to the premises.
  - Damage occurring while the premises are entirely occupied by third parties other than the tenant, their staff, or authorized persons.
  - Damage resulting from use or usage not compliant with the rental agreement.
  - Contractual obligations exceeding the legal responsibilities of the beneficiary.
  - Damage to furniture considered as ship's equipment (accastillage).

## 6. The Contract

### 1. Formation and Effective Date of the Contract

#### **Subscription and Formation of the Trusti Voyage Insurance Contract**

The **Trusti Voyage** insurance contract is formed upon mutual agreement between the parties, evidenced by the signing of the contract. The contract becomes effective on the date specified in the special terms and conditions, provided that the first premium payment has been made, if applicable. This effective date clause also applies to any amendments to the contract.

In the event of remote conclusion of the contract, the consumer is entitled to a 14-calendar-day withdrawal period without justification or penalties, in accordance with **Article L121-20-12 of the French Consumer Code..**

### Operation of Trusti Voyage Coverage

- **Basis of Coverage:**

Coverage is granted subject to payment of the premium. The compensation is based on the rental amount defined in the lease agreement or in a separate subscription form. Additional services, such as transportation, may also be covered provided they are linked to the rental booking and the premium includes those services.

- **Trip Interruption and Cancellation Coverage:**

Trip Interruption and Cancellation coverage is valid if the insurance is purchased before the start of the rental period and no later than 10 days after booking confirmation or payment of a deposit or down payment.

If the insurance is purchased after this 10-day period, a waiting period of 7 days will apply before the coverage becomes effective.

The Tenant's Civil Liability coverage, however, takes effect at noon the day after the premium is paid, with no waiting period.

- **Shared Rental Cases:**

In cases where the rental agreement involves multiple families, each family is covered for its respective share. The rental contract remains valid, and the insurance compensation applies to the arithmetical portion corresponding to the affected family. The contract signatory is required to provide the intermediary with the names of the co-holders so that each family is properly covered.

- **Insurance coverage varies depending on the guarantees and the stages of the stay:**

- **Cancellation Coverage:** This coverage ends upon the insured's arrival at the rental premises and is definitively terminated when the keys are handed over to an authorized representative.
- **Trip Interruption Coverage:** This coverage begins when the keys are handed over to the tenant and remains in effect until the originally scheduled end date of the stay as stated in the contract, even if the insured leaves the premises before that date.
- **Search and Rescue Expenses & Tenant's Civil Liability Coverage:** These coverages also begin when the keys are handed over to the tenant and continue to cover the insured until the keys are returned to an authorized representative.

## 2. Contract Duration

### **Contract Duration and Renewal:**

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

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

- For automatically renewed contracts covering individuals outside the scope of their professional activities, the insured is informed of the deadline for exercising their right to terminate the contract with each renewal notice.
- If this notice is sent less than fifteen days before the deadline, or after the deadline, the insured is informed that they have a period of twenty days from the date the notice was sent to oppose the renewal of the contract. In such cases, the termination period starts 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 takes effect the day after the date shown on the postal stamp (**Article L113-15-1 of the French Insurance Code**).

### **Mid-Term Termination:**

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

## 3. Declarations at the Time of Subscription and During the Term of the Contract / Consequences 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:**

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

- Accurately respond to the questions asked by the leading insurer, particularly in the risk declaration form, which includes questions concerning circumstances that are relevant for the insurers to properly assess the risks they are assuming.
- The policyholder must declare the existence of any other insurance contracts taken out with other insurers that cover the same risks for the same interest (cumulative insurance as defined in **Article L121-4 of the French Insurance Code**).

### **Declarations During the Term of the Contract**

#### **The policyholder must:**

- Inform each co-insurer (including the leading insurer) of any new circumstances that result in either an aggravation of existing risks or the creation of new risks, thereby rendering the answers given in the risk declaration form (see Section I-A above) inaccurate or obsolete. This declaration must be made by registered letter within fifteen (15) days from the date on which the policyholder becomes aware of



the new circumstance.

- If the policyholder enters into new insurance contracts with other insurers covering the same risks for the same interest (cumulative insurance under **Article L121-4 of the French Insurance Code**), immediately inform each insurer of the existence of the others.
- Notify the leading insurer of any judicial reorganization or liquidation proceedings affecting the insured within fifteen (15) days from the date of the court ruling.

## Penalties

### Even if they have no impact on a claim:

- Any concealment or intentional misrepresentation made at the time of contract conclusion or during its term, which alters the nature of the risk or diminishes its perceived seriousness by the insurers, shall result in the nullity of the contract, under the conditions set forth in **Articles L113-8 and L121-3 of the French Insurance Code**.
- An omission or inaccuracy in the declaration of circumstances or risk aggravations mentioned in Sections I-A and II-A above shall not result in nullity of the contract if the insured's bad faith is not established. If such omission or inaccuracy is discovered before any claim occurs, the leading insurer may choose either to maintain the contract with an increased premium accepted by the policyholder or to terminate the contract within the timeframes and conditions set out in Article 5 below. If discovered only after a claim has occurred, the omission or inaccuracy will result in a reduction of compensation, proportional to the premium actually paid compared to the premium that would have been due had the risks been accurately and fully declared (**Article L113-9 of the French Insurance Code**). The applicable rate used as the basis for the reduction is that in force on the date when the information should have been disclosed to the leading insurer (in the case of omission), or on the date the information was actually disclosed (in the case of misrepresentation).

## 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 the purchaser, who shall be required to fulfill all obligations previously incumbent upon the policyholder under the terms of the contract.

- In the event of multiple heirs or purchasers, they are jointly liable for the payment of premiums.
- The person who transfers ownership remains liable to the insurers for any premiums already due but is released—even as a guarantor—from future premiums, as soon as they notify the leading insurer of the transfer by registered letter.
- However, either the Insurers or the heir or purchaser may terminate the contract in accordance with the timeframes and procedures set out in Article 5 below.

**Special Case:**

In the event of the transfer of ownership of a motor vehicle, its trailers or semi-trailers, or a pleasure boat, and only with regard to the transferred asset, the contract is automatically suspended as of midnight on the day following the date of transfer.

- The policyholder must inform the leading insurer of the date of transfer by registered letter.

## 7. Premium

### A. Payment – Consequences of Payment Delay

#### Payment of the premium and related charges:

- The premium and its related charges, as specified in the contract, along with applicable taxes and duties, 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.
- Due dates are set out in the special terms and conditions.

#### In case of non-payment:

- **In the event of non-payment of a premium or a fraction 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 pursue 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 as recorded by the leading insurer, with acknowledgment of receipt if the address is located outside mainland France.
- The notice letter shall reproduce the text of **Article L113-3 of the French Insurance Code**.
- **If the outstanding premium or premium fraction is not paid within thirty days from**
  - **from the date the formal notice letter is sent,**
  - or, if this letter must be sent to a location outside mainland France, **from the date it is received by the recipient as indicated on the acknowledgment of receipt.**
- **Coverage is automatically suspended:**
- Non-payment of a premium installment renders the entire remaining annual premium immediately due. In such case, the suspension of coverage remains effective until full payment is made.
- When 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 in accordance with 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 effect from **noon on the day following the date of payment.**

## B. Premium Based on Variable Elements

### Premium calculated on the basis of variable elements:

When the premium is calculated based on variable elements as specified in the special terms and conditions, you must pay the provisional premium at each due date, as indicated in the special terms and conditions.

You must then declare, no later than thirty days following each due date, the elements necessary for the calculation of the final premium.

### Verification of declarations:

- We reserve 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 supporting the accuracy of your declarations.

### Consequences of error or omission:

- In the event of any error or omission in the above-mentioned declarations, you must pay, in addition to the actual premium due, a penalty equal to 50% of the omitted premium.
- If such errors or omissions are, by their nature, extent, or repetition, deemed fraudulent, we shall be entitled to request reimbursement of any claims paid (**Article L.113-10 of the French Insurance Code**).

### Failure to provide the declaration:

- If you fail to submit the required declaration within the specified timeframe, we may, by registered letter, formally request you to fulfill this obligation within ten days.
- If, after this period, the declaration has still not been provided, we may proceed with collection—on an advance basis and subject to later adjustment—of a premium calculated on the basis of the last declaration submitted, increased by 50%.
- **If this premium is not paid**, we may pursue enforcement of the contract through legal action, suspend coverage, and subsequently terminate the contract under the conditions specified above.

## C. Reduction of Risk

### Reduction of risk during the term of the contract:

- In the event of a reduction in risk during the term of the contract, 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 contract in accordance with the timeframes and procedures set out in Article 5 above.

**Exceptional Modification:**

- Due to technical or economic circumstances, the leading insurer may adjust the rates applicable to the risks covered by the contract as of the main renewal date, independently of any indexation mechanism.
- The policyholder will be informed of this change via the renewal notice, which will indicate the new premium amount.
- The policyholder may choose not to accept this modification. In that 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 date the letter is sent.
- The leading insurer shall be entitled to the portion of the premium calculated on the basis of the previous rate, pro rata to the time elapsed between the date of the last renewal and the effective date of termination.
- If no termination is made, the premium change shall take effect as of the renewal date.

## 8. 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 ( by registered letter with acknowledgment of receipt) or verbally against a receipt.
- This declaration must be made as soon as possible from the time the loss is known, and no later than:
  - **within 5 business days,**
  - **reduced to 2 business 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, loss of coverage may only be invoked if the insurer can prove that the delay caused prejudice.
- In the event of a theft of keys or theft of personal belongings, a police report must be filed with the competent authorities and sent to the insurer within a maximum of 48 hours following the incident. Failure to do so may result in the claim being denied..

##### 2. Protective Measures:

- The insured must immediately take all necessary measures to limit the extent of the loss and safeguard 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 loss, its known or suspected causes, the nature and approximate amount of the damage, and any other insurance policies covering the same risks with other insurers.
- Provide the leading insurer, within thirty days, with a statement of losses, meaning a detailed and estimated report, certified as accurate and signed by the insured, indicating the amount of damages potentially covered under the contract.
- Submit, upon simple request from the leading insurer and as quickly as possible, any other documents necessary to assess the damages. Forward to the leading insurer, immediately upon receipt, any notices, letters, summonses, writs, or legal documents received or served on the insured or their representatives in connection with a claim that may incur the insured's liability.

### 4. Consequences in case of non-compliance with obligations:

- If the policyholder or the insured fails to comply with the obligations set out in points 2. and 3. above, except in cases of accident or force majeure, the insurers may claim compensation proportionate to the loss caused to them by such breach.
- If the policyholder or the insured makes false statements, notably exaggerates the amount of the damage, claims that property not existing at the time of the loss was destroyed, 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 evidence, or uses fraudulent means, the insured shall forfeit all rights to any indemnity.
- Furthermore, any file that remains unanswered by the insured for more than thirty (30) calendar days from a written request by the insurer may be considered abandoned. The file will then be definitively closed, with no possibility of reopening.






### 4. (Continued) Claim Notification by Postal Mail

- Any claim declaration sent by postal mail must imperatively be sent via Registered Mail with Acknowledgment of Receipt (LRAR), addressed to the contact specified in the contract or via the **MyTrustiwayPro®** platform.
- In accordance with **Article 669 of the French Code of Civil Procedure**, the postmark date shall prevail to determine the official date of declaration, provided the mail is sent via registered post. Pursuant to Postal **Code Article D47** and Civil **Code Article 1316**, the LRAR constitutes a written proof: it is handed over against receipt and certifies both the sending and the content.

- In the event of using any other type of postal delivery (standard mail, green letter, tracked letter, etc.), the actual date of receipt by our services will be used as the reference, which may result in **the claim being rejected due to late declaration**. See table on next page.

**This rule is intended to ensure legal security and full traceability of all claims, in strict compliance with contractual deadlines.**

**Table: Date Considered as Valid for Claim Declaration**

Mode of Declaration	Effective Date	Supporting Document to Retain	Remarks
 <b>Email</b>	Date and Time of Email Submission	Copy of the Submitted Email (including Read Receipt if Applicable)	The email must be addressed to the recipient specified in the contract.
 <b>Registered Postal Mail</b>	Postmark Date	Registered Mail with Return Receipt Recommended (Proof of Mailing Required)	The postmark shall be deemed as the official date, irrespective of the actual delivery date.
 <b>Fax (rare)</b>	Fax Transmission Date	Fax Transmission Report	Seldom used, yet admissible if expressly stipulated in the contract.
 <b>Online Platform / Claim Form</b>	Form Submission Date	System-Generated Acknowledgment or Screenshot as Proof	For example: the <b>MyTrustiwayPro®</b> platform
 <b>Phone Call</b>	<b>Not Valid Alone</b>	Subject to Written Confirmation (via Email, Postal Mail, etc.)	Only legally valid if confirmed in writing.

## 5. Trip Cancellation and Interruption

You must inform your rental agency or property owner of your trip cancellation **in advance** by registered letter **within 5 days** of becoming aware of the reason for cancellation.

If this deadline is not met, we reserve the right to close the file.

You must then send the necessary documents to **Trustiway@Assurance** to process your claim:

- **Reason for cancellation/interruption**
  - Medical certificate, hospital discharge summary, or equivalent supporting document;
  - In case of death: death certificate + civil status document;
  - Other cases: any official supporting document;
- **Contract + Proof of Payment**
  - Rental agreement
  - Paid invoice / bank transfer / bank account details (RIB)
- **Proof of Family Relationship**
  - Family record book (and/or any official document)
- **Insurance and Identity**
  - **Trustiway@Assurance** policy

- ID of **the policyholder**
- Bank account details (**RIB**) for reimbursement
- **Additional Documents Depending on the Situation**
  - Travel ticket (if applicable)
  - Statement from the agency/property owner
  - Photos or documents related to the accommodation

**Send all these documents by Registered Mail with Acknowledgment of Receipt to:**

**Trustiway@Assurance**

10, Rue de la Paix

75002 Paris

Email : 📧 [sinistre@trustiway.com](mailto:sinistre@trustiway.com)

**When sending your documents, don't forget to include:**

- Your full address.
- Your phone number.
- The name of your rental agency.
- Your rental reference number.
- The start and end dates of your stay.

These details are essential to correctly identify your file and ensure efficient processing of your request. Omission of any of them may result in delays, confusion, or even the inability to process your claim.

**Access to Medical Records** In the event of a claim related to the “trip cancellation expenses” or “trip interruption” coverage, you agree to allow the Insurer’s physician to access your medical records. Otherwise, coverage cannot be granted.

⚠️ This requirement ensures that the medical justification complies with the terms of the insurance policy. It also protects the insurer from fraudulent claims while ensuring fairness for all insured persons.

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

- A. If the policyholder or the insured fails to comply with the obligations set out in sections 2 and 3 above—except in cases of accident or force majeure—the insurers may claim compensation proportional to the harm caused by such breach.
- B. If the policyholder or the insured makes false statements, including exaggerating the amount of damage, claiming destruction of property that did not exist at the time of the loss, concealing or removing insured items, knowingly failing to declare the existence of other insurance policies covering the same risks, using inaccurate documents as evidence, or resorting to fraudulent means, the insured shall forfeit all rights to compensation.
- C. Moreover, any 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 permanently closed, with no possibility of reopening.

- D. This strict sanction serves a dual purpose: to deter abuse of the insurance system and to protect the integrity of mutual coverage among all insured parties.
- E. Honesty and transparency are therefore essential conditions for the proper execution of the insurance contract.

## **B. Assessment – Salvage**

### **Damage assessment:**

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

### **Appraisal Procedure:**

#### **1. Appointment of Experts:**

- Each party shall appoint its own expert.
- If the appointed experts cannot reach an agreement, they shall jointly appoint a third expert.
- The three experts shall work together and decide by majority vote.

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

- If one of the parties fails to appoint its expert, or if the two appointed experts cannot agree on the selection of the third expert, the appointment shall be made by the President of the Tribunal de Grande Instance or the Commercial Court of the location where the loss occurred.
- This appointment shall be made upon simple request by the most diligent party, and no earlier than fifteen days after a registered letter with acknowledgment of receipt has been sent to the other party as a formal notice.

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

- The appraisal after a claim is carried out, in the case of insurance for account, with the policyholder.

### **Appraisal Costs:**

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

### **Ownership of Insured Property:**

- The insured may not abandon any insured property.
- Both damaged and undamaged salvaged items remain the property of the insured, even in the event of a dispute regarding their value.

### **Salvage Valuation:**

- If there is no agreement 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 expert to perform this valuation.



## C. Loss Settlement and Payment of Compensation

### 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 day of the loss, of the damaged property. The insured is required to provide such proof by any appropriate means and documentation, and to justify the reality and extent of the loss.

### Calculation of Compensation:

- The compensation owed by the insurers is equal to the amount of the damage assessed as specified in each section.
- The amount of compensation will be reduced by the application of the following provisions:
  - Limitation of the compensation amount to the sum set by the Contractual Indemnity Limit,
  - Application of a proportional reduction and/or proportional insurance rule,
  - Deduction of the agreed deductible.
- For each item listed in the Special Terms and Conditions, the compensation payable can in no case exceed the insured amount.
- If the appraisal is not completed within three months from the submission of the final statement of losses, the insured is entitled to initiate interest accrual by formal notice. If it is not completed within six months, either party may initiate legal proceedings.
- The compensation must be paid within thirty days from either the amicable agreement or the enforceable court decision.

### Transfer of Surpluses:

- Any insurance surpluses that may be identified on the day of the loss for one or more items or liabilities subject to the proportional rule shall be transferred to the benefit of other underinsured items or liabilities also subject to the proportional rule, provided that the 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 insurance contracts shall apply within the limits of its own guarantees.
- The total compensation may not exceed the amount of the actual loss, regardless of the date on which the insurance policies were subscribed.
- Within these limits, the beneficiary may seek compensation from the insurer of their choice.
- The contribution of each insurer shall be determined by applying to the total amount of the loss the ratio between the compensation the insurer would have paid if it had been the sole insurer and the total sum of compensations that each insurer would have been liable for had it been acting alone.

## D. Subrogation / Post-Claim Recovery

The insurers are subrogated, up to the amount of the indemnity paid by them, to the rights and legal actions of the insured against all parties liable for the loss.

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

However, they may not exercise recourse against:

- Children, descendants, ascendants, direct-line relatives by marriage, employees, workers, domestic staff, or any person habitually living in the insured's household;
- Any member of the insured company, individually or collectively, including directors, supervisors, employees, workers, and domestic staff not residing on site or housed free of charge at the premises, and in general, any person for whom the insured is deemed legally liable—except in cases of malicious intent committed by such individuals.

**Waiver and Right of Recourse:**

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

Insurers may be released, in whole or in part, from their obligation to compensate the insured if, due to the insured's actions, subrogation can no longer be exercised in their favor.

**Requisition or Voluntary Assistance:**

If, as a result of a requisition or voluntary assistance, the protection and rescue equipment is temporarily moved outside the insured premises, the insurers shall not invoke this fact to apply the proportional reduction of compensation as provided in **Article 3, Section III-b**). Furthermore, the insurers waive all rights of recourse against the beneficiary of such assistance if the equipment used is damaged during the response to the loss. They also waive any right of recourse they may have against an external company which, under the same circumstances, assisted the insured premises and, through its fault, contributed to the worsening of the damage.

**E. Provisions Specific to Liability Guarantees****Legal Assistance in Case of Covered Liability:**

- In the event of legal action involving a liability covered under 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 proceedings, and freely exercise all rights of appeal.
  - Before criminal courts, if the victim(s) have not been compensated, may manage the defense or join it, and may, on behalf of the Insured as a civil defendant, exercise all rights of appeal.

### **Specific Conditions:**

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

### **Limitations:**

- No admission of liability or settlement reached outside the Insurers shall be binding on them.
- An acknowledgment of a factual event or the act of providing urgent assistance to a victim shall not be considered an admission of liability, when such assistance constitutes a legal or moral obligation.

### **Legal Fees and Compensation:**

- Legal fees, settlement charges, and other handling costs shall not be deducted from the coverage amount.
- In the event of a judgment awarding an amount exceeding the coverage limit, such costs shall be borne by the Insurers and the Insured in proportion to their respective share of the judgment.

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

- If the compensation awarded to a victim or their beneficiaries takes the form 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 to the mathematical reserve of that annuity.
- If this value is less than the available insured amount, the annuity shall be fully borne by the Insurers.
- Otherwise, only the portion of the annuity corresponding in capital to the available portion of the insured sum shall be borne by the Insurers.

### **Protection of Victims:**

- No forfeiture based on a breach of the insured's obligations occurring after the loss may be enforced against the 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 damages as stipulated in the Special Provisions and the Special Terms and Conditions, within the limit of its share indicated in the Special Terms and Conditions.

- Each co-insurer has the right to inspect the risk through a duly authorized representative.
- In the event the leading insurer ceases to act as such, the policyholder agrees to appoint another insurer and to inform the relevant co-insurers accordingly.

**No Joint Liability Between Co-Insurers:**

- The insurers participating in the co-insurance agreement, including the leading insurer, are not jointly liable for the fulfillment of their obligations under the contract—whether concerning the payment of indemnities or any administrative operations related to the contract.

**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 limit of their respective shares, to carry out the following operations:
  - Receive from the insured the summary statement of each co-insurer's individual commitment.
  - Prepare the contract and sign it on behalf of each co-insurer.
  - Collect and centralize the premiums owed to the insurers, and issue receipts for the full amount collected, including premiums, fees, taxes, and duties.
  - Centralize the amounts of indemnities due by each co-insurer for payment purposes.
  - Initiate the termination of the contract on behalf of all co-insurers, where permitted by the terms of the contract.
  - Handle, on behalf of all co-insurers, the processing of any claim file and seek an amicable settlement with the beneficiary of the indemnity.
  - Respond, on behalf of all co-insurers, to any declarations and requests to amend the contract.
  - Receive, on behalf of all co-insurers, notice of termination issued 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 the level of risk.

**Jurisdiction in Case of Dispute:**

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

**B. No Joint Liability Between Co-Insurers:**

The insurers participating in the co-insurance agreement, including the leading insurer, are not jointly liable for the fulfillment of their obligations under the contract, whether relating to:

- the payment of indemnities due,
- or any operation connected to the management of the contract.

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

**With respect to the insured,** each co-insurer is liable—within the limit of its participation—for actions carried out by the leading insurer under the mandate granted to it by said co-insurer, but solely for the following operations:

- Receive from the policyholder the summary statement of each co-insurer's individual commitment;
- Draft the contract and sign it on behalf of each co-insurer;
- Centralize and collect the premiums owed to the insurers and issue a receipt for the total amount collected—including premiums, fees, taxes, and duties—being responsible for redistributing each co-insurer's share of the premium;
- Centralize the amount of compensation due from each co-insurer for payment purposes;
- Initiate termination of the contract on behalf of all co-insurers when the contract permits it;
- Process, on behalf of all co-insurers, any claim file and seek an amicable settlement with the beneficiary of the compensation;
- Respond, on behalf of all co-insurers, to declarations and requests for contract modifications, subject to the provisions of Title II – Article 4 – II. A) concerning declarations related to an aggravation of risk as defined therein;
- Receive, on behalf of all co-insurers, the policyholder's notice of termination, except in the cases referred to in Article 3, Section II-A);
- Accept or propose, on behalf of all co-insurers, a new premium amount in the event of a reduction or increase in risk.

### D. Jurisdiction in Case of Dispute

In the event of a dispute, French courts shall have sole jurisdiction; foreign companies acting as co-insurers of the risk accept this jurisdiction and waive any right of appeal in their own country.

## 10. Statute of Limitations

### Time Limit for Legal Action Arising from the Contract:

Any legal action arising from this contract is subject to a statute of limitations of two years. This period begins on the day of the event giving rise to the action, in accordance with the conditions set out in **Article L114-1 of the French Insurance Code**.

### Exceptions to the Limitation Period:

However, this limitation period shall only begin:

1. In the case of concealment, omission, or false or inaccurate declaration about the insured risk, on the day the insurers became aware of it;
2. In the case of a claim, on the day the interested parties became aware of it, provided they can prove they were unaware until that date.

**Interruption of the Limitation Period:**

The statute of limitations is interrupted by any of the ordinary causes of interruption (**Articles 2240 et seq. of the French Civil Code**), as well as by the appointment of experts following a loss. Interruption of the limitation period may also result from the sending of a registered letter with acknowledgment of receipt:

- by the leading insurer to the policyholder, regarding actions for premium payment,
- and by the policyholder to the leading insurer, regarding actions for compensation payment.

The statute of limitations is interrupted by any of the ordinary causes of interruption (such as acknowledgment by the debtor of the right of the person against whom time was running, legal action including summary proceedings, conservatory measures taken under the Code of Civil Enforcement Procedures, or enforcement actions), as well as by the appointment of experts following a loss. Interruption of the limitation period may also result from the sending of a registered letter or a registered electronic communication with acknowledgment of receipt:

- by the insurer to the insured regarding actions for premium payment,
- and by the insured to the insurer regarding actions for the settlement of compensation.

**11. Competent Court**

Jurisdiction for the Determination and Payment of Compensation:

- Legal proceedings relating to the determination and payment of compensation fall under the jurisdiction of the court of the insured's place of residence.
- However, in matters involving immovable property or tangible movable property, the defendant shall 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 Account of Others**

Notifications from the Insurer:

- Notifications from the Insurer are deemed valid when made to the Policyholder alone.
- The Policyholder undertakes to fulfill and execute all contractual obligations, both on their own behalf and on behalf of the other insured parties.

**13. Regulatory Supervision**

Regulatory Oversight:

- In accordance with **Article L112-4 of the French Insurance Code**, it is specified that **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 your personal data and the respect of our clients' privacy are of the utmost importance to us, and we are fully committed to upholding them. The clause below explains how we collect, process, and share your personal data, as well as your rights regarding the personal data we retain during any interaction with our services.

### **This clause defines the following:**

- The personal data we collect about you and how it is collected;
- How this data is used;
- 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 regarding the data we hold; and
- How to contact us with 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/>.

All such companies are hereafter referred to using the 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 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?**

In this document, the term "personal data" refers to any information that can be used to identify you. Examples include your name, addresses, and telephone numbers, but also your IP address and place of residence.

### **What Personal Data Do We Collect?**

- **Data You Voluntarily Provide:** 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 insurance claims. The specific personal data we request from you and the reasons for which we request it will be explained to you upon simple request.

Some of the data you provide may qualify as "special categories of personal data." "Special categories of personal data" are defined under the General Data

Protection Regulation (GDPR) as information relating to your physical or mental health.

- **Data We Receive 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, are authorized to do so under applicable laws or regulations, or are required to provide us with your personal data. For example, if you are an individual insured through one of our policies arranged by an insurance broker, we may receive your personal data from your broker in order to issue your insurance quote and/or policy. If you wish to obtain more information about 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 rulings
- Sanctions lists
- Members of your family
- In the event of an insurance claim: the identity of other parties involved in the claim, witnesses, loss adjusters, insurance experts, lawyers, and claims handlers.

### How Do We Use Your Personal Data?

We may use your personal data for the following purposes:

- To create your customer file (including checks related to "Know Your Customer" procedures);
- To provide you with an insurance quote/pricing;
- To process your payments;
- To communicate with you regarding your insurance policy;
- To renew your policy;
- To obtain reinsurance coverage for your policy;
- To manage insurance and reinsurance claims;
- To carry out administrative management tasks;
- To comply with our legal and regulatory obligations;
- To model and assess our risks;
- To respond to or initiate legal proceedings;
- To investigate or pursue fraud;
- To respond to your inquiries; or
- When you sign up for an online account.

### Legal Basis for the Collection of Your Data

The legal basis for collecting and using your personal data depends on the type of personal data involved and the specific context in which we collect it. However, in general, we will collect your personal data where it is necessary to provide our services to you or to perform a contract with you, provided that such processing serves our legitimate interests and is not overridden by your data protection rights and fundamental freedoms, or where



you have given your explicit consent. We may also use your personal data to comply with a legal obligation to which we are subject, such as identity verification procedures (e.g., "Know Your Customer" checks) or anti-money laundering requirements, such as the checks required under "Know Your Customer" (KYC) procedures or anti-money laundering regulations that we must perform before you become a client. When we ask you to provide personal data to comply with our legal obligations or to perform a contract with you, we will inform you at the appropriate time whether the provision of such data is mandatory or optional (as well as the 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 be unable to offer you certain services. Similarly, if we collect and use your personal data to serve our legitimate interests (or those of a 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 where such processing is necessary for the performance of a contract you have entered into, for compliance with a legal obligation to which we are subject, or where it is required for reasons of public interest. The collection and use of your personal data, including sensitive personal data, is carried out in accordance with the applicable data protection laws. In France, this falls under the amended **French Data Protection Act (Loi Informatique et Libertés) of January 6, 1978**. If you have any questions or require further information about the legal basis 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, entities, or organizations:

- To our group companies, external service providers, and partners who provide data processing services (including where they assist us in delivering 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 in our group is available at: <https://www.tokiomarinehd.com/en/group/>, and we will provide you with a list of our service providers and partners upon request;
- To any relevant body, law enforcement authority, regulatory or administrative authority, court, or other third party where we believe disclosure is necessary: (i) under applicable laws or regulations, (ii) to establish, exercise, or defend our legal rights, or (iii) to protect your interests or those of any other person;
- To any potential buyer (and their 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 they may only use your personal data for the purposes set out in our Data Protection Clause;
- Or to any other person, where we have obtained your consent to do so.

### International Transfers

Your personal data may be transferred 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 TMHCC group companies are registered in various countries, including countries within the EEA, and operate worldwide. As a result, the data we collect from you may be processed in any of these countries. We have nonetheless taken appropriate measures to ensure that your personal data remains protected in accordance with this Data Protection Clause. These measures include the

implementation of the European Commission's Standard Contractual Clauses for data transfers between group companies, which require all group companies to protect personal data originating from the EEA in accordance with European Union data protection laws. We will provide a copy of these Standard Contractual Clauses upon request. We have also implemented similar safeguards in our contractual arrangements 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 from us, or complying with legal, tax, or accounting obligations. They also include retaining your data for as long as you or we may have the right to file a claim under your insurance contract, or for as long as we are required to retain your data due to legal or regulatory obligations. For more information about our data retention practices, please contact us at the address provided in the "Contact Us" section below. 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 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 a photocopy of two of the following documents:

- Driver's license
- Passport
- Birth certificate
- Bank statement (dated within the last 3 months)
- Utility bill (water, gas, or electricity dated within the last 3 months)

Your first access request will be processed free of charge; however, any additional copies may be subject to a reasonable fee. In addition, if you are a resident of the European Union, you have the right to object to the processing of your personal data, to request that we restrict the processing of your personal data, or to request data portability. Likewise, 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 before your withdrawal, nor will it affect processing based on legal grounds other than consent. You also have the right to lodge a complaint with your local data protection authority regarding our collection and use of your personal data. For more information, please contact the data protection authority in your country. We respond to all requests from individuals wishing to exercise their data protection rights in accordance

with applicable data protection laws. You may exercise any of your rights regarding 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 Decision-Making**

We may use your personal data in the context of an automated decision-making process (including profiling) that produces legal effects concerning you or similarly significantly affects you. An automated decision is a decision made about you automatically by a computer system (using software algorithms), without any human involvement. For example, in certain cases, we may use automated decision-making to assess an applicant's insurability. We have implemented measures to safeguard the rights and interests of individuals whose personal data is subject to such automated decision-making. Where a decision concerning you is made solely by automated means, you have the right to challenge that decision, to express your point of view, and to request a review of the decision by a human being.

### **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 control. For example, our security and technology policies are regularly reviewed and updated as necessary, and only authorized employees have access to user-related data. We use Secure Socket Layer (SSL) technology to encrypt the financial data you submit before it reaches us. The servers we use to store personal data are located in a secure environment. While we cannot ensure or guarantee that loss, misuse, or alteration of data will never occur, we take all reasonable steps to prevent such incidents.

### **Contact Us:**

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

If you have any disagreement or dissatisfaction regarding the implementation of your policy, we invite you to report it to **Trustiway® Assurance – Complaints Department** by calling **+33 1 88 61 21 45** or by writing to **[reclamation@trustiway.com](mailto:reclamation@trustiway.com)** regarding the coverage under your insurance contract. In case of difficulty, the Policyholder should consult the Broker through whom the contract was taken out. 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 acknowledges receipt of the complaint within a period not exceeding 10 business days from the date it is received, unless a response is provided to the client within that same timeframe. A final response is sent to the insured within a period not exceeding two months from the date of receipt of the complaint. Finally, if your disagreement persists after receiving the insurer's response, you may refer the matter to the **Insurance Ombudsman**, provided that no legal proceedings have been initiated:

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

The Insurance Ombudsman is not competent to handle disputes related to policies taken out to cover professional risks.

## 16. International Sanctions

This coverage shall be void:

- When a prohibition on providing an insurance contract or service applies to the insurer as a result of sanctions, restrictions, or prohibitions imposed by applicable laws and regulations;
- When the insured property and/or activities are subject to any sanction, restriction, total or partial embargo, or prohibition under applicable laws and regulations.

Claim Notification:

- When multiple insurance policies taken out by the insured may cover the same claim, the insured must declare the existence of such policies to the relevant insurers within the time period specified in the previous paragraph.
- Within the same time frame, the insured must report the claim to the insurer of their choice.

## 17. Obligation of the Insurance

### Indemnity Payment Deadline:

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

### **Interest in Case of Delay:**

- If the indemnity is not paid within the prescribed timeframe—and unless due to a fortuitous event or force majeure—the amount due by the Insurer shall bear interest at the legal interest rate from the expiry of the three-month period.

## 18. Territoriality

### **Territorial Limitation of Coverage:**

- The Civil Liability (CL) coverage is limited to France.
- The Property Damage coverage applies worldwide.
- The Cancellation and Interruption coverages apply to rented properties located throughout Europe, with the exception of Switzerland, Monaco, and Andorra, which are expressly excluded from the coverage.