INSURANCE PRODUCT INFORMATION DOCUMENT
PROTECTION OF DRIVERS AND PASSENGERS
OF EUROPCAR VEHICLES

IN THE "SPAI" EUROPCAR POLICE
AXA XL INSURANCE

No. FR00040937MO

UNDERWRITTEN BY
EUROPCAR MOBILITY GROUP
13 Ter Boulevard Berthier - 75017 Paris

The purpose of this information leaflet is to specify the coverage conditions of the aforementioned policy governed by the French Insurance Code, against the risks defined below.

The information leaflet is a document issued by the Insurer for every insured in accordance with Article L141.4 of the French Insurance Code.
The Policyholder undertakes to inform the Insured in writing of changes relating to their rights and obligations.
In all cases, proof of delivery of these documents is the responsibility of the Policyholder.

➢ **For all claims, regardless of the country of the EUROPCAR subsidiary, a dedicated and centralized claims center, please contact:**

TSM Assistance
c/o XL Insurance Company SE
Service Sinistres Assurances Europcar AXA XL
2 cours de Rive - 1204 Geneva - SWITZERLAND

europcar.axa@tsm-assistance.com
Tel. +41 22 819 44 58

Specifying the Europcar policy number "SPAI" ref. FR00040937MO

CHAPTER I - INSURED PARTIES

In general:

- The lessee of the Policyholder's Vehicle, provided that the lessee has taken out the PREMIUM option proposed by the Policyholder providing for the "Personal Accident Protection" and "Personal Belongings Protection" coverage,
- Anyone driving the rented Vehicle with the authorization of the lessee and the Policyholder,
- Any person who is a passenger of the vehicle and is transported free of charge or for a fee,

And by automatic extension:

- The staff of the Policyholder EMG, its entities insured by this policy, as well as Holding Europcar Group,
- As well as any person authorized by the Policyholder, such as the spouse, using a vehicle owned or entrusted to said network.

It is specified that these vehicles can also:

- Be subject to loan and/or movement within the network,
- Be used for non-rental purposes, whether or not the vehicle is a service vehicle,
- Its use is then likened to short-term rental.

Caution: whatever the case, the driver must be of the required age and hold a valid driving license suitable for driving the Policyholder's vehicle.

CHAPTER II - DURATION OF COVERAGE

For each rental of the Policyholder's vehicle, the validity periods of the coverage provided for in this policy, correspond to the dates indicated on the rental invoice for the Policyholder's Vehicle without the lease term being able to exceed 365 consecutive days.

CHAPTER III - TERRITORIALITY

The coverage provided for in the Chapter "Nature and amount of coverage" below, is limited to the territory indicated by the green card of the Policyholder's vehicles.

CHAPTER IV - NATURE AND AMOUNTS OF COVERAGE

	NATURE OF COVERAGE	MAXIMUM AMOUNT
A	Accidental Death Capital Limited to funeral expenses for Children under 18 i.e.:	200,000 euros per Insured 10,000 euros per Insured
B	Total or Partial Accidental Permanent Disability Capital European physical and mental disability rating scale for medical purposes	200,000 euros per Insured
C	Accidental Medical Expenses Refund in addition or in default of the primary Health Insurance scheme and/or any other supplementary scheme of the Insured - including dental expenses - including the costs of optical, dental and/or acoustic prosthesis	10,000 euros per Insured maximum 30,000 euros per claim 500 euros per tooth maximum 2,500 euros per Claim 500 euros per prosthesis maximum 2,500 euros per Claim
D	Psychological support - Reimbursement of the expenses of consultations with a psychologist by the Insured, his/her Spouse and/or their Dependent or non-dependent Children,	1,000 euros per Claim
E	Loss, deterioration, theft or destruction of baggage, personal belongings and valuables - including valuables In all cases:	5,000 euros per Claim 1,500 euros per Claim Deductible 100 euros per Claim

TITLE I - DEFINITIONS

ACCIDENT
Any unintentional bodily injury suffered by an Insured resulting from the sudden and unexpected action of an external cause.
The definition of an Accident includes the following:
- Infections caused directly by a Guaranteed Accident.
- Poisoning and bodily injury due to the unintentional absorption of toxic or corrosive substances.
- Asphyxiation due to unexpected action of gas or vapors, drowning.
- Frostbite, heat stroke, sunstroke as well as starvation and exhaustion as a result of sinking, forced landing, collapse, avalanche, and flooding.
- Bodily injury resulting from an act of terrorism, a terrorist attack or an assault of which the Insured is victim, unless it is proved that the latter took an active part as the author or instigator of these events.
- A cerebrovascular accident (including ruptured aneurysm, cerebral embolism and meningeal hemorrhage) or myocardial infarction.

TRAFFIC ACCIDENT
An accident occurring on a street, road or highway, and more generally in any place authorized for motorized traffic, involving a driver, a passenger, a pedestrian or a vehicle.

AGGRESSION
Any act of violence committed by a third party on the person of the Insured and/or any constraint voluntarily exercised by a third party to dispossess the Insured.

INSURER / COMPANY
XL Insurance Company SE,
61 rue Mstislav Rostropovitch 75017 Paris, France
French Branch, European Company under Irish Law
Registered with the CRO under number 641686, with a capital of € 259,156,875
Registered with the Paris RCS under number 419 408 927 RCS

TERRORIST ATTACK / ACT OF TERRORISM
- Participation in the preparation of a dangerous act with regard to persons or property.
- Acts intended to interrupt or degrade an electronic or communication system, by any person or group acting, or not, in the name of, or in connection with, any organization, government, power, authority or military force whose objective is to intimidate, coerce or harm a government, the civilian population, or one of its components, or interrupt the activity of an economic sector.
- All acts of violence against persons or property committed by an organization designed to create a climate of insecurity and endangering the institutions of an established government.
The following are considered to be acts of violence: willful attacks on the life or integrity of individuals, kidnapping, illegal restraint, hi-jacking any means of transport, use of explosives or any other type of weapon or lethal device and any other similar action.

LUGGAGE / Personal belongings / OBJECTS OF VALUE
Baggage
Travel bags, suitcases and everything in them.

Personal belongings
Any object worn or likely to be worn by the Insured.

Valuable objects
- Jewelry, watches, furs, laptops or tablets including their accessories, electronic diaries, mobile phones including their accessories, cameras, video or Hi-Fi equipment including their accessories.
- Any other object whose value is equal to or greater than 500 euros.

BENEFICIARY
The person who receives the indemnity.
In the event of death of the Insured: The Spouse of the Insured, failing same, their children born or to be born, failing same, their legal heirs.

SPOUSE
The wife or husband who is neither divorced nor separated, the cohabitant or the partner related to the Insured by the Civil Solidarity Pact (PACS) regime, or the person who can prove a minimum cohabitation of six months preceding the covered event.

MEDICALLY STATIONARY DATE:
Date from which the condition of the Insured injured person is considered to be stabilized from a medical point of view when there are permanent sequelae.

FORFEITURE OF RIGHTS
Deprivation of the right to the sums provided for in the policy as a result of the Insured's non-compliance with certain obligations incumbent on same as a result of the policy.

DOMICILE / COUNTRY OF DOMICILIATION
The principal and usual place of residence of the Insured. The tax address is considered the Domicile in case of dispute.

DEPENDENT CHILDREN
- Unmarried children of the Insured, whether legitimate, recognized or adoptive:
- under the age of 18,
- aged 18 and over and under 28 years of age, when they are enrolled in the social security scheme for students or who have not been in paid employment for more than six months, or who are in secondary or higher education.
- when they receive allowances for adults with disabilities.
- The children of the Spouse of the Insured fulfilling the above conditions:
- The children of the Insured for whom alimony is paid (including pursuant to a divorce decree) deducted from the Insured's tax assessment as an expense deductible from the global income or to the children for whom the Insured can prove regular payment.
- The family situation chosen is:
- in case of death, that existing on the day of the death,
- for Disablement, that existing on the day of the Accident.
However, a child of the Spouse born less than 300 days after the death of the Insured is taken into consideration.

PRIMARY TRANSPORT COSTS
Medical costs of first aid and/or emergency medical expenses of the Insured from the place of occurrence of the Accident to the hospital or emergency center.

DEDUCTIBLE
Sum fixed at a flat rate in the policy and remaining the responsibility of the Insured in the event of compensation occurring as a result of a Loss.

CLAIMS CENTER
TSM Assistance acting on behalf of XL Insurance Company SE.

HOSPITALIZATION
Receiving care in a hospital facility requiring a minimum stay of 24 consecutive hours or one night.
The term "hospital" means a hospital or clinic authorized to perform medical acts on and treat sick or injured persons, having the local administrative authorizations authorizing these practices and the necessary personnel.

LESSEE
A natural or legal person, domiciled anywhere in the worldwide, having rented a vehicle from the Policyholder by concluding a lease.
The rented vehicle is a motorized vehicle rented out by the Policyholder.

GOODS
Any product (commodities, liquids, raw materials, manufactured goods) that can be bought or sold, wholesale or retail.

LOSS
The occurrence of a harmful event, that is to say the fact that constitutes the cause of the damage, the insurance coverage for which is provided in this policy.
All of the claims relating to the same harmful event constitute a single Loss.

POLICYHOLDER
The legal entity, designated in this policy, which takes out the policy and undertakes to pay the premium.

RENTED VEHICLE / POLICY HOLDER'S VEHICLE
Land motor vehicle rented by the Policyholder

TITLE II - NATURE OF COVERAGE

INDIVIDUAL ACCIDENT COVERAGE

Purpose of the coverage
The individual accident coverage of the present policy, is acquired by the Insured victim of an Accident, as a driver or as a passenger of a rented Vehicle, for professional or private reasons, and also when he or she:

- Is on board the EUROPCAR vehicle while it is at a standstill,
- Takes a seat in the vehicle or gets out of the vehicle,
- Loads or unloads any object
- Helps any individual or animal to get into or out of the rented Vehicle,
- Is in the immediate vicinity of the rented Vehicle following a breakdown or emergency stop,
- Volunteers to assist another vehicle free of charge.

Accidental Death Capital
When an Insured is the victim of an Accident and dies of its consequences within the twenty-four months following its occurrence, the Insurer pays to the Beneficiary the sum indicated in the Chapter "Nature and amounts of coverage".

Disappearance
If the body of the Insured is not found as a result of the disappearance or destruction of the means of transport in which s/he was travelling, there is a presumption of death at the end of a period of one year from the day of the Accident.
The coverage is acquired upon presentation of a declaratory judgement of death.
However, if it is proved, after the payment of the capital to the Beneficiary, at any time, that the Insured is still alive, the amount paid under the presumption of death is to be returned by the Beneficiary, in its entirety, with interest at the legal rate, to the Insurer, the Insured being the guarantor of this refund.

Total or Partial Accidental Permanent Disability Capital
When an Insured is the victim of an Accident and it is established that s/he remains invalid, partially or totally, the Insurer shall pay the Insured the amount obtained by multiplying the amount indicated in the "Nature and coverage amounts" by the disability rate as defined in the Guidelines of the European physical and mental disability rating scale for medical purposes.

Compensation is assessed on the medically stationary date.
The disability rate is determined as soon as the Insured's state has become medically stationary and no later than three years after the date of the Accident.

Disability rates are determined without taking into account any professional, social or family considerations.
The anatomical loss of limbs or organs already functionally lost before the Accident cannot give rise to compensation.
Damage to limbs or organs already invalid before the Accident is compensated only by the difference between the state before and after the Accident.

Assessment of the lesions of a limb or organ cannot be influenced by the pre-existing state of disability of another limb or organ.
If more than one member or organ is affected by the same Accident, the disability rates are combined but cannot exceed one hundred percent.

In the event of Death following an Accident before the date on which the Disablement is medically stationary, the capital provided in the event of Death shall be deducted, if any, from the sums paid in respect of the Disablement.

The "Accidental Death" coverage and the "Accidental Total or Partial Permanent Disablement" coverage are not combined when they are the consequence of the same Loss.

Maximum per event
It is formally agreed that in the event that the policy were to be in favor of several Insured, victims of the same Accident covered by the policy and caused by the same event, and that the combined Death and Disablement capital exceeds the sum of 5,000,000 euros, the Insurer's commitment would in any event be limited to this sum for the aggregate amount of Accidental Death and Accidental Permanent Disability paid to Insured who are victims of the same Accident, the benefits being reduced and paid in proportion to the number of victims.

Exclusions from the coverage
Are excluded Accidents:
- **Caused or intentionally provoked by the Insured of which the latter is the victim**. However, the coverage remains applicable to any other Insured who was in the rented Vehicle.
- **Of which the Insured is a victim while driving a rented Vehicle without possession of a valid license for the operation of the rented Vehicle.** However, the coverage remains applicable to any other Insured who was in the rented Vehicle.
- **of which the Insured is victim while driving a Vehicle rented while inebriated when his blood alcohol level is equal to or greater than that legally allowed in the country in which the Accident has taken place.** However, the coverage remains applicable to any other Insured who was in the rented Vehicle.
- **Of which the Insured is a victim resulting from the use by the Insured of drugs, narcotics or tranquilizers not medically prescribed or the driving by the Insured of the rented Vehicle while under the influence of the aforesaid drugs, narcotics or medically prescribed tranquilizers when the medical leaflet prohibits the driving of a vehicle.** However, the coverage remains applicable to any other Insured who was in the rented Vehicle.
- **Resulting from the participation of the Insured in bets of any kind, crimes or misdemeanors.**

Accidental Medical Expenses

In the event of an Accident, this coverage provides for reimbursement up to the amounts indicated in the "Nature and amount of coverage" chapter of this policy.
- expenses further to hospitalization,
  As well as:
- Primary transportation costs,
- consultation fees,
- pharmaceutical costs,
- X-ray fees,
- medical analysis fees,
- kinesiotherapy, osteopathy and/or physiotherapy.

Otherwise,

- Dental expenses, following an Accident covered by the policy, are limited to the amounts indicated in the Chapter "Nature and amount of coverage" of this policy.
- The costs of optical, dental and acoustic prosthesis, following an Accident covered by the policy, are limited to the amounts indicated in the Chapter "Nature and amount of coverage" of this policy.

The following are excluded from the coverage:

- **the cost of spa treatment and stay in nursing home,**
- **the expenses for treatment provided to the Insured in a reeducation center.**

In all cases, all of these expenses must be exclusively prescribed by a practitioner legally authorized to practice medicine and holds the required diplomas in the country where s/he practices.

The reimbursement of these expenses occurs in the absence or in addition to the reimbursements that may be covered by the policy for the Insured for the same expenses, by his/her primary Health Insurance scheme and/or any other supplementary scheme.

The Insured or his/her beneficiaries, undertake to make all the necessary steps to obtain the reimbursement of these expenses (in whole or in part) from the primary health insurance scheme and/or the complementary plans to which the Insured is affiliated.

The Insurer will cover any costs additional to those reimbursed by the Primary Health Insurance Plan and/or supplementary plans to which the Insured is affiliated.

In the event of refusal of reimbursement by the Primary Health Insurance Plan and/or supplementary plans to which the Insured is affiliated, the Insurer will reimburse all the medical expenses incurred by the Insured.

Whatever the case, the Insurer's reimbursement can only be paid upon receipt of all the relevant supporting documents and cannot be greater than the actual costs incurred by the Insured.

Psychological support

When the Insured is the victim of an Accident with or without bodily injury, or when s/he witnesses a Traffic accident, the Insurer reimburses, on presentation of the corresponding supporting documents, the costs of consultations with a psychologist by the Insured, his/her Spouse and/or their Dependent or Non-dependent Children, up to the amounts indicated in the Chapter "Nature and amount of coverage" of this policy.

COVERAGE FOR LOSS, DETERIORATION, THEFT OR DESTRUCTION OF LUGGAGE, Personal belongings AND VALUABLES

Definitions

Baggage
Travel bags, suitcases and everything in them.

Personal belongings
Any object worn by the Insured or that can be worn by the Insured.

Valuable objects

- Jewelry, watches, furs, laptops or tablets including their accessories, electronic diaries, mobile phones including their accessories, cameras, video or Hi-Fi equipment including their accessories.
- Any other object whose value is equal to or greater than 500 euros.

Purpose of the coverage

Where the Baggage, Personal belongings or Valuables owned by the Insured are in the Leased Vehicle, the Insurer covers the amounts indicated in the Chapter "Type and amount of coverage" of this policy:

- deterioration, total or partial destruction resulting from a traffic accident, fire, flooding, collapse (structural), terrorist attack / act of terrorism, or assault that has been declared to the local authorities,
- theft with Assault of the Insured, having been the subject of a complaint filed with the competent local authorities,
- theft, having been the subject of a complaint filed with the competent local authorities, of the Baggage, Personal belongings or Valuables of the Insured, left in the locked trunk of the vehicle parked between zero seven (07) hundred hours and twenty-two (22) hundred hours.

Whatever the case, the Insured must file a complaint and/or declaration for the loss, damage, theft or destruction of Baggage with the competent local authorities within twenty-four (24) hours following the date of the Loss.

Exclusions from the coverage

Are excluded from the coverage:

- **Dental, optical or other prostheses, eyeglasses or sunglasses, contact lenses.**
- **Cash, personal papers, commercial documents, administrative documents, traveller's checks, credit cards, keys, magnetic cards or badges, airline tickets, transport tickets and vouchers.**
- **Damage caused by normal wear, dilapidation, or defects of the Baggage, Personal belongings and Valuables.**
- **Deterioration caused by moths or vermin or by a process of cleaning, repair or restoration, mishandling of baggage, personal belongings and valuables, for which the Insured is responsible.**
- **Damage caused by the confiscation, seizure or destruction by order of an administrative authority.**
- **Baggage, Personal belongings and Valuables left in the parked vehicle between twenty-two (22) hundred hours and zero seven (7) hundred hours.**
- **Baggage, Personal belongings and Valuables left in the passenger compartment of the vehicle, stolen without assaulting the Insured or breaking and entering the vehicle.**
  However, the coverage applies to the theft under inducement of Baggage, Personal belongings and Valuables left in the passenger compartment of the vehicle, including without assaulting the Insured or breaking and entering the vehicle, which theft has been the subject of a complaint to the competent local authorities.
- **Baggage, Personal belongings or Valuables found outside the Vehicle, in trailers whether attached or not to the vehicle, in roof boxes, on galleries or baggage or bicycle carriers, whether or not attached to the vehicle.**
- **Professional equipment or appliances whether belonging or not to the Insured.**
- **All furniture, appliances, goods transported whether belonging or not to the Insured.**

Determination of the compensation for Baggage, Personal belongings and Valuables

- During the year of purchase of the Baggage, Personal belongings or Valuables, the refund is calculated at seventy-five percent (75%) of the purchase price.
- As of the second year after their purchase, the refund is reduced by ten percent (10%) per year of the purchase price.

TITLE III - IN THE EVENT OF CLAIMS

DECLARATION OF THE LOSS

The Insured, his/her legal representative or the Beneficiaries must declare Losses to the Insurer within 30 working days following the date on which the Loss is known, except in a fortuitous event or case of force majeure.
If the Insured intentionally furnishes false information or uses false or misleading documents with the intention of deceiving the Insurer, any coverage for the Claim shall be forfeit.

TSM Assistance
c/o XL Insurance Company SE
Service Sinistres Assurances Europcar AXA XL
2 cours de Rive - 1204 Geneva - SWITZERLAND

Or by email to
europcar.axa@tsm-assistance.com
Tél. +41 22 819 44 58

The declaration must include:

- the number of this policy FR00040937MO,
- a photocopy of the rental policy of the vehicle rented by the Insured from the Policyholder attesting the "SPAI" policy has been taken out,
- for employees benefiting from a company car: a certificate from the Policyholder attesting that the Insured had effectively taken out the "SPAI" policy before the date of the loss,
- a photocopy of the accident report (if it involves an accident or a fire) or an original of the claim filed within **24 hours** (if it involves a theft)
- a written sworn statement describing in detail the circumstances of the occurrence of the Loss and the names of any witnesses,
- the identity of the local authority that is drawing up the report if a record or other report establishing the circumstances of the occurrence of the Loss has been drawn up.

In addition, the Insurer will request all the originals of supplementary documents required to examine the case and in particular:

Death

- the first medical report attesting to the death of the Insured and indicating the precise cause of death,
- the death certificate,
- the legal documents (deed of succession to estates or certificate of inheritance) establishing the quality of the Beneficiary (ies) and the name and address of the notary in charge of the succession.

Permanent disability

- the initial medical certificate specifying the date of the Loss, describing the nature of the injuries and including an accurate diagnosis,
- any medical document allowing the Insurer to assess the extent of the injuries (for example: certificates of extension of work stoppages, medical prescriptions, hospitalization records, x-rays, MRI, etc.)
- the medical certificate that the Insured is medically stationary allowing the Company to mandate the medical expertise that will determine the permanent disability rate.

Accidental Medical Expenses

- the initial medical certificate specifying the date of the Loss, describing the nature of the care,
- the currently applicable Hospitalization certificate,
- the proof of expenses incurred by the Insured,
- reimbursement slips for primary and supplementary schemes, failing same, proof of refusal to intervene.

Psychological support

All the documents and invoices for consultations of a psychologist.

Baggage, Personal belongings or Valuables

Whatever the case, the Insured must file a complaint and/or declaration for the loss, damage, theft or destruction of Baggage with the competent local authorities within twenty-four (24) hours following the date of the Loss.

The Insured transmits to the Insurer:

- the original of the receipt for the filing of a complaint or declaration of loss mentioning all the Baggage, Personal belongings or Valuables lost, stolen, damaged or destroyed, as well as a detailed declaration,
- all supporting documents to verify or estimate the damage (e.g. baggage lost, damaged, stolen or destroyed, invoices, value and date of purchase etc.),
- as well as any other document or information that the Insurer reserves the right to claim.

SETTLEMENT OF CLAIMS

Appraisal of the Claim

The Insured, his/her legal representative, or Beneficiary agrees to hand over to the Insurer all the documents enabling the latter to assess whether the declared Claim falls within the scope of the coverage requested.

Should the Insured refuse without valid reason to communicate these documents or submit to a medical examination by an expert doctor mandated by the Insurer and if after 48 hours' notice given by registered letter, he/she persists in such refusal, the Insured or the Beneficiary (s) will be forfeited (s) of any right to compensation.
If additional medical documents or any other supporting document prove necessary, the Insured, his/her legal representative, the Beneficiary or the Policyholder will be personally notified by mail.

Aggravation independent of the accident or pathology

If the consequences of an Accident are aggravated by the constitutional state, by the existence of a previous incapacity, by an empirical treatment, or by the refusal or negligence on the part of the Insured to submit to the medical care required by the latter's condition, the compensation will be calculated not on the actual after-effects of the case, but on that which they would have been in a normally healthy person subject to rational and appropriate medical treatment.

Medical examination

In case of disagreement between the parties, each of them chooses an expert. If the experts so designated do not agree, an expert third party is appointed by the President of the competent Court, from the place of residence of the Insured.
This appointment takes place on request of the most diligent party made at the earliest 15 days after sending the other party a registered letter with acknowledgement of receipt.
Each party pays the fees and expenses of its expert and, if applicable, half the fees of the expert third party and the costs of the latter's appointment.
No action may be brought against the Insurer until the expert third party has settled the dispute.

Settlement period

Provided that the file is complete and that the Insurer is in possession of all the supporting documents required to determine the indemnity, it is payable without interest within a period of 15 days.
The payment of the compensation is final and discharges the Insurer from any subsequent claim relating to the Claim or its consequences.

Settlement of "Individual accident" claims

For claims relating to the individual accident coverage provided for in the "Nature and amount of coverage" chapter, the following specific provisions have been agreed:

- **For Insured domiciled in a member country of the European Economic Area (EEA) as well as in the United Kingdom, the payment of the claim is made by the Insurer directly to the Beneficiary (s).**
- **For Insured domiciled outside a member country of the European Economic Area (EEA), the settlement of the Claim shall be made out by the Insurer to the Policyholder at the address of the latter's registered office as indicated in this policy, by automatic transfer or by cheque, as a full and final settlement against a receipt previously signed by the Policyholder and returned to the Insurer. The Policyholder then determines the conditions under which the repayment will be made to the Beneficiary (s).**

TITLE IV - MISCELLANEOUS PROVISIONS

TERMINATION OF COVERAGE FOR AN INSURED

The coverage in this policy is acquired by the Insured without age limit.

INFORMATION LEAFLET

The information leaflet is a document issued by the Insurer for every insured in accordance with Article L141.4 of the French Insurance Code.
The Policyholder undertakes to inform the Insured in writing of the changes relating to their rights and obligations.
In all cases, proof of delivery of these documents is the responsibility of the Policyholder.

LIMITATION PERIOD

In accordance with the provisions of Article L.114-1 of the French Insurance Code, it is recalled that any action deriving from this policy is prescribed by two years.

This period begins to run from the day of the event that gives rise to this action. However, this period does not apply:
1º in the event of concealment, omission, false or inaccurate statement of the risk incurred, as of the day on which the insurer became aware of same;
2º in the event of a contingency, only applies on the day when the persons concerned were aware of it, if they prove that they were unaware of it until then.

When the claim of the Insured against the Insurer is caused by the recourse of a third party, the limitation period only runs from the day on which the third party has taken legal action against the Insured or has been indemnified by the latter.

The limitation period is extended to ten years in insurance policies affecting individuals, when the Beneficiaries are the assigns of the deceased Insured.

In accordance with Article L.114-2 of the French Insurance Code, the limitation period is:
- interrupted by one of the ordinary causes of interruption of the limitation period:
• any claim in court, even in summary proceedings, or even brought before an incompetent court;
• Any act of compulsory enforcement or precautionary measure taken under the French Civil Procedure Code of Law;.
• any recognition by the Insurer of the Insured's right to coverage, or any acknowledgement of the Insured's debt to the Insurer;
- also interrupted by:
• the designation of experts following a loss;
• a registered letter with acknowledgement of receipt sent by:
- the Insurer to the Insured regarding the claim for payment of the premium;
- the Insured to the Insurer with respect to the settlement of the indemnity.

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

SUBROGATION

Pursuant to the provisions of Article L.121-12 of the French Insurance Code, the Company is subrogated, up to the indemnity paid by it, in the rights and actions of the Insured in respect of Third Parties.

PROCESSING OF CLAIMS

This article concerns the receipt, organization of processing and follow-up of claims within the meaning of the recommendations of the Prudential Supervisory and Resolution Authority (ACPR).
A claim is a declaration of a dispute between the Insured and the Insurer concerning the conclusion or fulfilment of the policy, including the settlement of a claim. A request for a service or benefit, a request for information, clarification or a request for an opinion is not a claim.

1. In the presence of a dispute, regardless of his/her right to take legal action, the Insured initially contacts his/her usual contact with XL Insurance Company SE who studies the situation of the Insured with the utmost care.

2. If nevertheless a misunderstanding persists, the Insured may resort by specifying the policy number and/or claim number to the Customer Complaints Department by sending an email to reclamations.clients@axaxl.com or by writing to the following address:

XL Insurance Company SE
Service Réclamation Client
61 rue Mstislav Rostropovitch
75832 Paris Cedex 17 – France

Or by e-mail to: reclamations.clients@axaxl.com

These departments will acknowledge receipt of the claim within ten (10) business days. A response to the claim will be sent to the Insured within a period of two (2) months unless the complexity of the case requires additional time, in which case the Insurer will notify the Insured.

3. Should the dispute remain, **the Insured may seek an opinion from the Insurance Ombudsman free of charge, by writing to him at the following address:**

Médiateur de l'Assurance
TSA 50110
75441 Paris Cedex 09 - France

If he considers himself to be competent, the Ombudsman will give an opinion within ninety (90) days from receipt of the complete file. **His opinion is not binding and leaves the Insured free to refer the matter to the competent French court**.

If the complaint does not fall within the Ombudsman's field of competence, the Insured may seek to have the Insurer consider setting up ad hoc mediation.

SUPERVISORY AUTHORITY

The authority responsible for the supervision of the Insurer is:

Central Bank of Ireland (www.centralbank.ie),
New Wapping Street
North Wall Quay
Dublin 1 D01 F7X3
Irland.

GOVERNING LAW AND JURISDICTION

This policy is governed by French law. The contracting parties hereby declare that they submit to the jurisdiction of the French Courts and renounce any procedure in any other country.

SANCTION CLAUSE

The Insurer (the re-insurer) will not be held liable for any coverage, will not provide any benefit and will not be obliged to pay any sum under this policy if the implementation of such coverage, the provision of such service or any such payment would expose it to a sanction, prohibition or restriction resulting from a resolution of the United Nations, and/or economic or commercial sanctions provided for by the laws or regulations of the European Union, the United Kingdom or the United States of America.

COMBATING MONEY LAUNDERING AND THE FINANCING OF TERRORISM

In order to serve as a benchmark in combating money laundering and the financing of terrorism, XL Insurance Company SE is committed to fighting money laundering, whatever its origin or purpose, be they tortious or criminal, in accordance with the conditions and procedures established in the AXA Group Standards relating to the fight against money laundering and the fight against terrorism.
In this respect, XL Insurance Company SE undertakes to comply with the general rules relating to the fight against money laundering and the financing of terrorism, as resulting from the order no. 2016-1635 of 1 December 2016 reinforcing the French methods to combat money laundering and the financing of terrorism (JORF No. 0280 of 2 December 2016) transposing Directive of the European Parliament and of the Council 2015/849/EU on the prevention of the use of the financial system for the purpose of money laundering and the fight against terrorism.
For this reason, XL Insurance Company SE will exercise the utmost vigilance, regardless of the transaction and at any level on the world markets, both in the context of products and services that it distributes directly or through associated sales channels and with regard to the products and services provided by third parties and distributed by XL Insurance Company SE.

PERSONAL DATA

Any personal data that may be collected by you is processed for the purposes of managing (including commercial) and fulfilling the policy. They are intended for XL Insurance Company SE as the data controller and are necessary for the proper operation of the policy, with the exception of information that is identified as optional. At the origin of the collection, you undertake to transmit personal data collected lawfully, with the consent of the person concerned, and have made the necessary arrangements with the supervisory authority concerned.
In accordance with the applicable regulations, data subjects can access their data at any time, have them rectified or erased, request their limited processing or oppose their processing, by sending a letter accompanied by proof of their identity to the Data Protection Officer of XL Insurance Company SE, 61 rue Mstislav Rostropovitch 75832 Paris Cedex 17, specifying the references of the policy and/or file. Under certain conditions, the data subject can retrieve their automated data or have them transferred.
The contact details of the competent supervisory authority and the Data Protection Officer who may be contacted in the event of a complaint, as well as details of how personal data is processed by XL Insurance Company SE and the rights of the persons concerned, are accessible on the internet: www.axaxl.com.
The personal data collected by XL Insurance Company SE can be transmitted to partners involved in the underwriting, management and fulfilment of the policy. Personal data may also be sent to re-insurers, AXA Group entities and contractually related partners.
When these transfers of personal data are made to countries outside the European Economic Area they are made in accordance with the applicable legal and regulatory provisions.
XL Insurance Company SE guarantees the processing of data in accordance with the directives on medical confidentiality and the protection of health data.