



# GENERAL CONDITIONS

HOTEL CANCELLATION INSURANCE  
POLICY N°FR040224TT



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# WHAT TO DO IN CASE OF CANCELLATION?

HOTEL CANCELLATION INSURANCE  
POLICY N°FR040224TT

## HOW TO DECLARE A CANCELLATION

### BY LETTER:



#### CHAPKA ASSURANCES

31-35 rue de la Fédération

75015 Paris - France

Monday to Friday, 9am to 7pm

- **By phone from France: 01 74 85 50 50**  
(Non-surcharged call, cost depending on operator, call may be recorded);
- **By telephone from abroad: +33 1 74 85 50 50**  
preceded by the local access code to the international network (call not subject to surcharge, cost according to operator, call likely to be recorded).

### BY INTERNET:

<https://chapkadirect.fr/sinistre>

## REMEMBER TO GATHER THE FOLLOWING INFORMATION, WHICH YOU WILL BE ASKED TO PROVIDE WHEN YOU CALL:

- Your contract number;
- Your first and last name;
- Your home address;
- The telephone number where we can reach you;
- The reason for your claim.

When you open your file on Chapka website, you will be given an insurance file number. You should always quote this number when dealing with Chapka.



# TABLE OF BENEFITS

## HOTEL CANCELLATION INSURANCE

POLICY N°FR040224TT

GUARANTEED EVENTS	INSURED CAPITAL
Cancellation for medical reasons	Up to €2,500/booking
Cancellation for named causes <ul style="list-style-type: none"> <li>• Contraindication and following vaccination</li> <li>• Economic layoff</li> <li>• Obtaining a paid job or work placement</li> <li>• Cancellation and modification of paid leave (Excess 20% of the cost of the trip)</li> <li>• Professional transfer</li> <li>• Summons to a re-take examination</li> <li>• Serious damage to private or business premises</li> <li>• Serious damage to the vehicle 48 hours before departure</li> <li>• Summons to attend court as a witness or juror</li> <li>• Summons to adopt a child</li> <li>• Attack on site within a 50 km range</li> </ul>	Up to €2,500/booking



# GENERAL CONDITIONS

## HOTEL CANCELLATION INSURANCE

POLICY N°FR040224TT

### ARTICLE 1 - DEFINITIONS

The terms defined below shall have the following meaning between the parties:

#### BROKER

Refers to **CHAPKA**, insurance intermediary.

#### CLAIM

Means any event of a random nature, likely to give rise to one of the guarantees under this Contract.

#### CONTRACT

Refers to the present document, consisting of 11 pages and its appendices.

#### DOMICILE

The person's main place of residence, corresponding to their tax residence.

#### FAMILY MEMBER

A family member is defined as a spouse or cohabitee living under the same roof, the person linked to them by a civil union, children, parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law.

#### GENERAL TERMS AND CONDITIONS

This document describes coverage, limits, exclusions and obligations of them the event of a Claim

#### INSURED / YOU / YOUR

The Member and the person(s) travelling with the Member, for whom a premium has been specifically and nominally paid.

#### INSURER

Refers to **TOKIO MARINE EUROPE S.A. (TOKIO MARINE HCC)**, with whom this Contract has been taken out.

#### MEMBERS

Individuals or duly insured groups who have taken out the policy via D-EDGE.

#### MEMBERSHIP

Adhesion by the Member to this contract.

#### POLICYHOLDER

Refers to **D-EDGE Hospitality Solutions**, which takes out this Contract.

#### RESERVATION

The service consisting of hotel nights booked with the Policyholder.

#### SERIOUS ACCIDENT

Any unintentional bodily injury to the victim resulting from an external cause and preventing him/her from travelling by his/her own means.

#### SERIOUS ILLNESS

Any deterioration in health certified by a competent medical authority preventing the person from leaving the room and implying the cessation of all professional or other activity and requiring a medical prescription.

#### THIRD PARTY

Refers to any individual or legal entity outside the scope of the Contract.

### ARTICLE 2 - AIM OF THE CONTRACT

The purpose of this cover is to reimburse You for the cost of cancelling Your Booking if the cancellation is made necessary by the occurrence of a covered event, before the start of the Holiday, subject to the exclusions and up to a limit of **€2,500** per Insured. The price of the Reservation taken into account, and which will be reimbursed by us does not include:

**AIRPORT TAXES, PORT TAXES, THE INSURANCE PREMIUM, ADMINISTRATION FEES, THE COSTS OF SERVICES AND ACTIVITIES BOOKED DURING THE TRIP AND THE SHARE OF SUCH COSTS.**

#### THE EVENTS COVERED ARE:

1. Cancellation due to Serious Illness or death:
  - Of an Insured,
  - Of a Family Member,
  - The person responsible for looking after minors or disabled adults for whom You are the legal guardian,
  - Of the Professional Substitute Including the relapse or aggravation of previous illnesses and the after-effects of an accident prior to taking out this contract;

2. Death of a Family Member within the 3<sup>rd</sup> Degree;

3. Complications due to pregnancy:

- Which result in the absolute cessation of all professional or other activity, and provided that at the time of departure the person is not more than 6 months pregnant; or
- If the very nature of the trip is incompatible with your state of pregnancy, provided that you were not aware of your condition at the time of booking;

4. Contraindication and vaccination;

5. Economic layoff of an Insured employee, provided that this decision was not known at the time of Enrolment;

6. Obtaining a job or traineeship with a new company in which the Insured has not been employed during the six months prior to the conclusion of the new employment contract:

- The various contracts concluded with temporary employment agencies will be considered as contracts concluded with the companies in which the temporary employee works,
- There is no guarantee that the type of employment contract will be changed (e.g. transformation of a fixed-term contract into a permanent contract);

7. Cancellation or modification of paid holiday dates by the employer, agreed in writing prior to Membership, (excess 20% of the cost of the trip). This cover applies to employees excluding members of a liberal profession, company managers and legal representatives;

8. Professional transfer imposed by Your hierarchy, and not known on the date of Membership, with the exception of company directors, liberal professions, craftsmen, shopkeepers and entertainment intermittents;

9. Summons to a make-up examination following a failure unknown at the time of Membership (higher education only), on condition that the examination takes place during the Stay;

10. Major damage to the private premises (home, secondary residence) or business premises of an Insured, occurring in the 48 hours prior to the start date of the Holiday and requiring his/her presence on site;

11. Breakdown or accident to the vehicle owned by to the Insured, requiring the intervention of a professional, occurring in the 48H prior to the start date of the holiday, and preventing him/her from going to the holiday location;

12. Summons or assignment of an Insured to appear as a party, witness, member of a jury or expert before a court or public authority, provided that the date is set during the Stay;

13. Summons for the Insured to adopt a child, provided that the date is set during the Stay;

14. Theft of the Insured's identity papers, essential for the trip, in the 48 hours prior to departure, making departure impossible;

15. Cancellation in the event of an Attack/act of terrorism occurring within 10 days of the start date of the Holiday and within a 50km range of your Holiday destination, when the following conditions are met:

- The event has resulted in damage to property and personal injury in the destination town(s) or town(s) where you are staying,
- The French Ministry of Foreign Affairs advises against travelling to the city or cities of destination or stay.

## ARTICLE 3 - EXCLUSIONS

The insurer does not cover cancellations resulting from:

- An illness or accident that was first diagnosed, relapsed, worsened or hospitalised between the date of purchase of the trip and the date of taking out this policy.
- An aesthetic treatment, a cure.
- Suicide, attempted suicide, drunkenness or use of narcotics or medication not prescribed by a competent medical authority.
- Pregnancy of more than 6 months.
- In vitro fertilisation, its preparation, treatment and consequences.
- The consequences of drug addiction and alcoholism.
- Psychic, mental or nervous illnesses.
- All intentional acts leading to cancellation.
- Any reason leading to cancellation that was known at the time of booking the trip.
- Events of a catastrophic nature (damage caused by volcano eruptions, earthquakes, sea effects, tidal waves, landslides and other events of a catastrophic nature unless these events are declared 'natural disasters' as referred to in law 82-600 of 13 July 1982 as amended).
- Civil or foreign war, popular unrest, acts of terrorism, threats, attacks, riots.
- Accidents resulting from any effect of a source of radioactivity, from the disintegration of the atomic nucleus or caused by earthquakes, volcanic eruptions or any other cataclysm.
- Illnesses or accidents that have begun, relapsed, worsened or resulted in hospitalisation within the three months prior to registration for the trip.
- Unconsolidated illnesses or accidents or those which, in view of their development, require constant care.
- Illnesses or accidents whose after-effects may, on medical advice, contraindicate certain journeys.
- Professional obligations.
- Losses and/or costs resulting directly or indirectly from, or to which a cyberact or cyberincident contributed or which resulted therefrom.
- In epidemic/pandemic situations:
  - To the impossibility of leaving due to the closure of borders and/or administrative,
  - Restrictions on the movement of people, and/or the organization of shows, collective activities or events involving a public,
  - The consequences of risk situations which are subject to collective quarantine or preventive measures by the international and/or local international and/or local health authorities in the country where you are staying and/or your country of origin.

#### WE UNDERSTAND BY:

- Epidemic context: the rapid spread of a contagious and/or infectious disease to a region a region, a country or a defined world zone, or an abnormal increase in the number of cases of infectious diseases of infectious diseases that exist in an endemic state;
- Pandemic context: epidemic characterized by the spread of a disease to at least one (1) continent;
- Collective activity: gathering of several people in the same place to participate in the same the same activity and/or attend the same event, whether private or public;
- Manifestation: event bringing together, voluntarily and temporarily, in the same place several people.

## ARTICLE 4 - DOCUMENTS AND INFORMATION REQUIRED TO REPORT A CLAIM

In the event of a claim, the Member shall provide Chapka Assurance with the cancellation fee schedule used in the organization of the trip.

The Insured or his/her beneficiaries undertake to provide all documents and information requested by Chapka concerning the claim, in particular:

- The contractual document (invoice) issued by the rental organization at the time of registration;
- The paid invoice from the rental company for cancellation fees;
- The medical filed duly completed by the doctor;
- A medical or hospitalization certificate specifying the nature, seriousness and anteriority of the illness or accident, as well as its foreseeable consequences, photocopies of prescriptions relating to the treatment followed, medication prescribed and analyses or other examinations carried out. To this end, the Insured must release his or her doctor from medical confidentiality regarding the Company, or arrange for the attending physician of the person whose illness or accident has prompted the cancellation to be released from medical confidentiality;
- All social security (or other insurance) statements relating to the reimbursement of treatment costs and the payment of daily allowances;
- Death certificate in the event of cancellation for this reason;
- Proof of family relationship (copy of family register, etc.) if the person cancelling the trip is not the Insured;
- Any official document establishing the seriousness of the damage caused by the cancellation;
- Paid invoices (plane tickets, etc.);
- Insurance certificate (or legible photocopy);
- Any other document Chapka deems necessary to investigate the case.

In the event of a serious accident, it is the Insured's responsibility to specify the causes and circumstances, as well as the names and addresses of those responsible and witnesses.

Lastly, the Insured must allow the Insurer's examining doctor to intervene, on pain of forfeiture, unless he/she has justified objections.

The causes and consequences of the claim are estimated by mutual agreement, failing which, by amicable expert appraisal, subject to the respective rights of the parties. Each party appoints an expert. If the experts so appointed do not agree, they shall appoint a third expert, who shall act jointly and by a majority of votes.

Each party pays the costs and fees of its own expert and, where applicable, half those of the third-party expert.

## ARTICLE 5 - MEMBERSHIP

The Member's consent to Membership is expressed electronically on a website. Membership takes effect subject to payment of the premium by the Member.

## ARTICLE 6 - DURATION

### DURATION OF MEMBERSHIP

Subject to payment of the premium by the Member, Membership takes effect on the date of subscription to the present contract and expires on the day of the Insured's arrival at the place of Stay.

## ARTICLE 7 - PAYMENT OF PREMIUM

The Member shall be informed of the amount of the insurance premium, inclusive of tax, in good time prior to Membership. The insurance premium is paid on D-Edge platform on the date of Membership and includes all applicable taxes and fees.

## ARTICLE 8 - CLAIMS SETTLEMENT

In the event of a Claim, you will be reimbursed within a maximum of **30 days** following receipt of the documents supporting the Claim or following Our agreement to take charge of the Claim. Payment of the insurance indemnity will be made in the currency in which the Member has paid the insurance premium.

## ARTICLE 9 - RISK MISREPRESENTATION

Intentional misrepresentation or concealment by the Member shall render the Membership null and void if such misrepresentation or concealment alters the object of the risk or diminishes its perception by the Insurer, even if the risk omitted or misrepresented by the Member had no influence on the Loss. In this case, the Insurer has the right to retain all premiums paid and is entitled to payment of all unpaid and overdue premiums as damages.

False or incorrect declarations or concealment on the part of the Member, whose bad faith is not established, shall not render the Membership null and void. If they are discovered before a claim has been made, the handling of a claim will be compromised: in fact, the Insurer has the right to reduce the indemnity in proportion to the rate of premiums paid compared to the rate of premiums that would have been due had the risks been fully and accurately declared.

## ARTICLE 10 - OBLIGATION TO MINIMIZE DAMAGE

The Insured must do everything in his or her power to avoid or limit damage caused by an insured event.

## ARTICLE 11 - MULTIPLE INSURANCES

The Member must immediately notify Chapka in writing if he/she has taken out any other insurance contract(s) covering the same risk(s) and communicate the name(s) of the other Insurer(s).

## ARTICLE 12 - APPLICABLE LAW AND JURIDICTION

This contract and the Membership are governed by French law.

Any dispute relating to the Membership, whether concerning its performance or interpretation, shall be submitted to the exclusive jurisdiction of the French courts.

## ARTICLE 13 - PRESCRIPTION

Any action deriving from the present contract is time-barred after two years. This period begins on the day of the event giving rise to the action, under the conditions set out in article L 114-1 of the French Insurance Code.

However, this period does not run:

- In the event of reluctance, omission, false or inaccurate declaration concerning the risk, only from the day when the insurers became aware of it;
- In the event of a claim, only from the date on which the parties became aware of it, if they can prove that they were unaware of it until then.

Prescription is interrupted by one of the ordinary causes of interruption of prescription (articles 2240 et seq. of the French Civil Code) and by the appointment of experts following a claim. The interruption of the action may also result from the sending of a registered letter with acknowledgement of receipt by the Insurer to the Policyholder in respect of the action for payment of the premium, and by the Policyholder to the Insurer in respect of the settlement of the indemnity.

Prescription is interrupted by one of the ordinary causes of interruption of prescription (recognition by the debtor of the right of the party against whom he was prescribing, legal claim even in summary proceedings, protective measure taken in application of the Code of Civil Enforcement Procedures or act of forced execution) and by the appointment of experts following a claim. The interruption of the limitation period may also result from the sending of a registered letter or an electronic registered letter, with acknowledgement of receipt, addressed by the insurer to the insured in respect of the action for payment of the premium and by the insured to the insurer in respect of the settlement of the indemnity.

## ARTICLE 14 - WAIVER

You have the right to cancel this contract within thirty (30) days (calendar days) of its conclusion, without charge or penalty. However, if you benefit from one or more insurance premiums offered to you, so that you do not have to pay a premium for one or more months at the start of the contract, this period runs only from payment of all or part of the first premium. The exercise of the right of renunciation is subject to the following four conditions:

1. You have taken out this contract for non-professional purposes;
2. This contract complements the purchase of a good or service sold by a supplier;
3. The contract you wish to cancel has not been fully performed;
4. You have not reported a claim covered by this contract.

In this situation, you may exercise your right to cancel the contract by sending a letter or any other durable medium to the contract insurer. The insurer is obliged to reimburse the premium paid within thirty days of your waiver. To avoid duplication of insurance cover, please check that you are not already covered by any of the risks insured by the policy you have taken out.

**MODEL WAIVER LETTER** The waiver letter, a model of which is provided below, must be sent by letter or any other durable medium to Chapka - 31-35 rue de la Fédération 75717 Paris Cedex 15: "I, the undersigned M..... residing at..... hereby waive my policy no. underwritten by AXA. I certify that, at the date of dispatch of this letter, I have no knowledge of any claim involving a guarantee under the contract."

## ARTICLE 15 - TERMINATION

In accordance with Article L.112.-2-1 of the French Insurance Code, the Subscriber may cancel the Contract by notifying CHAPKA ASSURANCES of his or her decision in an unambiguous statement (e.g. letter sent by post or e-mail) within fourteen (14) calendar days from the Subscription date specified on the Subscription Certificate. In order for the waiver period to be respected, it is sufficient for the Member to transmit his wish before the expiration of the waiver period. In the event of waiver, CHAPKA ASSURANCES will reimburse the Insured, on behalf of TOKIO MARINE EUROPE, all premiums received from the Insured without undue delay and, in any event, no later than fourteen (14) days from the date on which CHAPKA ASSURANCES is informed of the decision to waive. CHAPKA ASSURANCE will proceed with reimbursement using the same means of payment as that used for the initial transaction.

## ARTICLE 16 - TRANSFERT OF CONTRACT

You may not assign the Membership without Our prior written consent.

## ARTICLE 17 - PERSONAL DATA PROTECTION

Protecting our customers' data and privacy is particularly important to us, and we do everything in our power to achieve this. The following clause explains how we collect, process and communicate your personal data, as well as your rights with regard to the personal data we store when you interact with our services.

This clause defines the following:

- What personal data about you we collect and how we collect it;
  - How we use this data;
  - The legal basis for the collection of your personal data;
  - The natural or legal persons to whom we may communicate your data;
  - The place to which we transfer your data;
  - How long we keep your data;
  - Your rights and choices regarding the data we hold about you;
  - How to make a complaint about the data we hold;
- and
- How to contact us with any queries relating to this privacy policy 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 these companies are referred to using the possessive pronouns we, ours or "TMHCC".

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

### WHAT IS PERSONAL DATA?

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

## WHAT PERSONAL DATA DO WE COLLECT?

### DATA YOU PROVIDE VOLUNTARILY

In order to provide you with our services, we may ask you to provide us with personal data, in particular your name, e-mail address, postal address, telephone number, gender, date of birth, passport number, bank details, payment incident and/or claim records. The personal data we ask you to provide and the reasons why we ask you to provide it will be explained to you on request.

Some of the data you provide may be "sensitive personal data". "Sensitive personal data" is defined in the General Data Protection Regulation (GDPR) as information relating to your mental or physical health

### DATA WE OBTAIN FROM THIRD PARTIES

We may receive personal data about you from third-party sources, but only if we are satisfied that such third parties have obtained your consent, or if such third parties are permitted by law or regulation to do so, or are under an obligation to provide us with your personal data.

For example, if you are an individual who is insured with us through an insurance broker, we may obtain information about you from your broker to enable us to prepare your insurance application and/or policy. If you would like details of how your broker uses and discloses your personal data, please ask to see 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;
  - Anti-fraud and other databases;
  - Government authorities;
  - Electoral lists;
  - Court decisions;
  - Sanction lists;
  - Family members;
- and
- In the event of an insurance claim: identity of other parties to the claim, witnesses, experts, loss adjusters, etc.



## HOW DO WE USE PERSONAL DATA?

We may use your personal data for the following purposes:

- Creating your customer file (including "know your customer" checks);
- To provide you with an insurance quote;
- Collect your payments;
- Communicate with you regarding your insurance policy;
- Renew your policy;
- Obtain reinsurance protection for your policy;
- Manage insurance and reinsurance claims;
- Perform acts of administrative management;
- To comply with our legal and regulatory obligations;
- To model our risks;
- To respond to or initiate legal proceedings;
- To investigate or prosecute fraud;
- To respond to your requests; or
- When you sign up for an online account.

## LEGAL BASIS FOR THE COLLECTION OF YOUR DATA

The legal basis for the collection and use of your personal data will depend on the type of personal data in question and the precise context in which we collect such data.

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

We may also use your personal data to comply with an obligation imposed on us, such as, for example, checks required under "know your customer" or money laundering prevention procedures that we must carry out before you become a customer.

When we ask you to provide us with personal data in order to comply with our obligations or to perform a contract with you, we will tell you at the appropriate time and inform you whether providing such data is compulsory or optional (and of the consequences of your not providing such personal data). You are under no obligation to provide us with any personal data. However, if you decide not to provide us with the requested data, we may not be able to provide you with certain services.

Similarly, if we collect and use your personal data in order to meet our legitimate interests (or those of any third party), we will clearly notify you of the nature of these legitimate interests at the appropriate time.

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

If you have any questions or require further information about the legal basis for our collection and use of your personal data, please contact us using the contact details below.

## TO WHOM DO WE DISCLOSE YOUR PERSONAL DATA?

We may communicate your personal data to the following persons or organizations:

- To our group companies, external service providers and partners who provide data processing services (in particular when they assist us in the performance of our services) or who process personal data for the purposes described in this Data Protection Clause - hereinafter the "Data Protection Clause" (see "How does TMHCC use my personal data?"). A list of our group companies is available at <https://www.tokiomarine-hd.com/en/group/> and we will provide you with a list of our service providers and partners on request;
- To any organization, law enforcement agency, regulatory or competent administrative authority, court or other third party where we consider such communication necessary (i) in application of the laws or regulations in force, (ii) in order to exercise, enforce or defend our rights, or (iii) in order to protect your interests or those of any other person;
- To any prospective purchaser (and its representatives and advisors) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the purchaser that it may only use your personal data for the purposes described in our data protection clause; or
- any other person, provided we have obtained your consent to do so.

## INTERNATIONAL TRANSFERS

Your personal data may be sent to and processed in countries other than the one in which you are resident. These countries may have data protection laws that differ from those of your country of residence.

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

However, we have taken the necessary steps to ensure that your personal data is protected in accordance with this clause, in particular by including the European Commission's Standard Contractual Clauses for the transfer of personal data between companies within the same group, thereby requiring all such companies to protect personal data originating from EEA countries and processed by them in accordance with European Union Data Protection legislation.

We will provide you with our Standard Contractual Clauses on request. We have also provided for similar protection in our contractual relations with our external service providers and partners. We will provide you with more detailed information on request.

## HOW LONG DO WE KEEP YOUR PERSONAL DATA?

We will keep your personal data on file for as long as we have a valid reason to do so. Such reasons may include providing you with the service you have requested or complying with legal, tax or accounting requirements. These reasons also include retaining your data for as long as you or we have the possibility of making a claim under your insurance contract or to the extent that it is necessary for us to retain your data as a result of legal or regulatory obligations. We invite you to contact us at the address given in the "Contact us" paragraph below if you require any further information about our File Retention procedures.

We may also retain your personal data where this is necessary to protect your essential interests or those of another individual.

## YOUR RIGHTS AS A DATA SUBJECT

Your main rights under data protection legislation are as follows:

- a) the right of access;
- b) the right of rectification;
- c) the right to erasure;
- d) the right to restrict processing;
- e) the right to object to processing;
- f) the right to data portability;
- g) the right to lodge a complaint with the supervisory authority; and
- h) the right to withdraw your consent.

• If you wish to access, correct, update or request the deletion of your personal data, we will ask you to provide us with a photocopy of two of the following documents: Driving license; Passport; Birth certificate; Bank statement (less than 3 months old); or water, gas or electricity bill (less than 3 months old). The first of these access requests will be processed free of charge, but you may be charged a reasonable fee for any additional copies;

• In addition, if you are a resident of the European Union, you may object to the processing of your personal data, ask us to restrict the processing of your personal data or request the portability of your personal data;

• Similarly, if we have collected and processed your personal data with your consent, you may withdraw this consent at any time. Withdrawal of your consent will not render unlawful any processing carried out by us prior to the date of your withdrawal, nor will it affect the processing of your personal data carried out within the framework authorized by law without the need to obtain your prior consent;

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

We respond to all requests from individuals wishing to exercise their data protection rights in accordance with the data protection legislation applicable to them. You can exercise any of your rights in relation to your personal data by contacting us via the e-mail address [dpo-tmelux@tmhcc.com](mailto:dpo-tmelux@tmhcc.com).

You can also use the details provided in the "Contact us" section at the bottom of this page.

## SECURITY

TMHCC attaches great importance to the security of all its customers' personal data. We have implemented security measures to prevent the loss, misuse and alteration of personal data under our responsibility.

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

Although we cannot guarantee or warrant that no loss, misuse or alteration of data will occur, we make every effort to prevent such occurrences.

## 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)

## ARTICLE 18 - COMPLAINTS

In the event of disagreement concerning the management of the contract, Insureds should first contact their preferred contact person in order to find solutions adapted to the difficulties encountered. If the response is unsatisfactory, the Insured may submit a claim by post or e-mail to the following address:



**AON FRANCE /  
CHAPKA ASSURANCES**  
**Service Réclamations**

31-35 rue de la Fédération  
75717 Paris Cedex 15 - France

[service.reclamation@aon.com](mailto:service.reclamation@aon.com)

CHAPKA ASSURANCES undertakes to acknowledge receipt within ten (10) working days of receipt of the claim, unless a reply is received within this period. A reply will be sent within a maximum of two (2) months, unless the complexity of the claim requires an extension.

Once the above-mentioned internal remedies have been exhausted, and if a disagreement remains, the Policyholder and/or the Insured may appeal to the Mediator, an independent figure, by writing to the following address:



**LA MÉDIATION  
DE L'ASSURANCE**

TSA 50110  
75441 Paris Cedex 09 - France

The Médiation de l'Assurance is not competent to deal with contracts taken out to cover professional risks.

## ARTICLE 19 - INTERNATIONAL SANCTIONS

### SANCTIONS CLAUSE WITH SUSPENSIVE EFFECT

The Insured agrees that it is a condition of this insurance that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended to the extent that the provision of such cover, the payment of such claim or the provision of such benefit by the Insurer would expose the Insurer to any sanction, prohibition or restriction under:

• ONE OR MORE UNITED NATIONS RESOLUTIONS;

or

• TRADE OR ECONOMIC SANCTIONS, LAWS OR REGULATIONS OF THE EUROPEAN UNION, THE UNITED KINGDOM OR THE UNITED STATES OF AMERICA.

The said suspension is maintained until the insurer is no longer exposed to the said sanction, prohibition or restriction.



**Aon France**  
trading under the trademark **Chapka Assurances**.  
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ORIAS N°07 001 560  
Simplified joint-stock company with a capital of 46 027 140 euros  
Paris Trade and Companies Register N°: 414 572 248  
European Union VAT N°: FR 22 414 572 248  
Financial guarantee and civil liability insurance in accordance with sections L.512-7 and L.512-6 of the French Insurance Code.