

## **"ALL RISKS" EXHIBITION COVER**

### **PROPERTY COVERED**

Property belonging to the exhibitor or under their custody.

The following are covered : exhibits, presentation materials, furniture, and all property intended to be contained in the exhibition stand, as well as the tent housing the stand.

Items containing precious metals or precious stones, furs, antiques, art, or any other collectible item are subject to an indemnity limit of **Euros 1,500** per item.

Cover is extended to the exhibitor's personal property up to a maximum amount of **1,500 Euros** per exhibitor.

It is specified that the cover applies both during the official period of the exhibition or trade show and during set-up and disassembly operations.

### **DAMAGES COVERED**

The Insurer shall indemnify the Insured for material damage **not expressly excluded** that affect the covered property suddenly and unforeseeably.

### **EXCLUSIONS**

**The following are not covered under any circumstances:**

#### **1. Damages to the following property :**

- **movies, film, batteries, tapes and read heads;**

- **cords, hoses, pedals, hammers, bow strings, chord tighteners or key strings of musical instruments, subject to damage, loss or isolated theft, unless they are part of the exhibition or trade show ;**

- **heating parts, lamps, and tubes;**

- **special software developed by the Insured, unless a backup was made by the Insured. Reimbursement will be limited to the costs of reproducing this backup;**

- **living animals, unless they are part of the exhibition or trade show;**

- **plants, unless they are part of the exhibition or trade show;**

- **cash and valuables;**

- **art and collectible items, jewellery and furs, precious stones, pearls, watches, unless otherwise stated in the special conditions.**

**2. Damages that are, according to an expert, the result of wear and tear or failure to maintain the insured property.**

**3. Cosmetic damage, stains, graffiti, spray, cigarette burns or burns from other smoking materials.**

**4. Damage from equipment operation.**

**5. Damage due to humidity, condensation, corrosion, drought, the presence of dust, or temperature variations.**

**6. Damages resulting from sequestration, seizure, confiscation, requisition or destruction by order of public authorities, except if no fault was committed by the Insured or its contractors.**

### **CONDITIONS OF THEFT COVERAGE**

**The theft coverage applies under the following terms and limits :**

The Insurer covers against the disappearance, destruction, and deterioration of insured property due to a theft or attempted theft.

The theft cover applies during opening hours and during hours when the exhibition is closed

to the public, and during set-up and disassembly, **subject to:**

- **the use of a professional security company during hours when the exhibition is closed to the public.**

- **continuous monitoring by the Insured's staff during set-up, disassembly, and opening hours.**

### **The following are not covered:**

▪ **cash, checks, and any methods of payment.**

▪ **thefts committed by the Insured, his non-separated spouse, his ascendants and descendants listed in Article 311-12 the new Criminal Code, his employees, or any person designated for monitoring his property.**

▪ **thefts committed while the event is closed, if the means of closure and protection mentioned above are not implemented.**

▪ **Thefts committed during opening hours if the property is not under surveillance.**

**The Policyholder agrees, under penalty of non-coverage, to implement all available means of closure and prevention during the closing hours of the trade show or exhibition.**

### **COVERAGE EXTENSIONS**

#### **Damage to fragile objects**

The Insurer shall cover breakage of fragile or breakable items.

#### **Electrical damages**

The Insurer shall cover damages resulting from electrical reasons (voltage, power surges, short circuits, etc.).

#### **Damages caused by Weather**

The Insurer shall cover damages caused by rain, hail, or any other weather event when the property is not in a room built with and covered in hard materials. **Inclement weather means winds over 90km/h, hailstorm, and lightning, to the exclusion of anything else.**

Coverage applies in Europe.

### **AMOUNT OF COVER**

**The cover applies up to a maximum of 10,000 Euros per exhibitor.**

The Insurer's maximum liability for all combined covers cannot under any circumstances exceed **1,000,000 Euros** per claim or per incident resulting from the same event, for all Insureds.

## **"CIVIL LIABILITY" COVER**

### **SCOPE OF THE COVERAGE**

The Insurer shall cover the exhibitors against financial consequences of Civil Liability that could fall to the latter due to consequential bodily injury and material and consequential damage caused to third parties due to their activities, their employees, or their equipment, during their participation in the show and/or exhibit for which the contract is taken out.

This cover is in addition to the Civil Liability covers, to which the exhibitors are also entitled.

**However, the following remain excluded: Civil Liability after delivery of products or after completion of services or work.**

**Non-consequential immaterial damages are immaterial damages resulting from:**

▪ **A non-covered bodily injury or material damage**

▪ **An event not involving bodily injury or material damage.**

### **DEFINITIONS**

#### **Insured**

- Natural or legal persons (including their legal representatives) with the status of exhibitor.

- The Insured's employees, while performing their tasks.

#### **Insurer**

TOKIO MARINE EUROPE (TMHCC)

#### **Other**

- Any person other than the Insured liable for damage.

- Any insured who suffers a consequential bodily injury or material or immaterial damage caused by another insured (the insured are considered third parties amongst each other).

- Persons working for the insured, whether they are paid employees or not, in the performance of their functions, for damages other than those compensated under legislation on workplace accidents and occupational illnesses, as well as for any recourse that they, their assigns, Social Security funds, or any French welfare agency may be entitled to make.

#### **Valuables**

The following are considered valuables:

-jewellery, objects made of precious metals, furs, rugs, tapestries, paintings, and rare books, whatever their value.

-any object (of any type) whose unit value exceeds 10,000. EUR.

-any other object, regardless of its unit value, if it is part of a set or collection whose overall value is over 20,000. EUR.

#### **Bodily Injury**

Any physical injury sustained by any person and the resulting damages.

#### **Material Damage:**

Any damage, destruction, alteration, loss or theft of an item or substance. Any physical harm to animals.

#### **Immaterial Damage:**

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

-Consequential Immaterial Damage

Any immaterial damage resulting directly from a Bodily Injury or Material Damage covered by this contract.

-Non-Consequential Immaterial Damage

Any Immaterial Damage resulting from a Bodily Injury or Material Damage not covered by the contract, or that occurs without any Bodily Injury or Material Damage.

#### **Excess**

The portion of damage entitled to indemnity that remains the responsibility of the Insured. Our coverage applies beyond this portion.

#### **Environmental Damage**

-The emission, dispersion, or disposal of solids, liquids, or gases altering the quality of

the atmosphere, soil, or water, and disseminated by them.

-The production of odours, sounds, vibrations, temperature variations, waves, or radiation exceeding the conventional bonds of neighbourliness.

Accidental Harm to the Environment

Harm to the environment is considered accidental when it results from a sudden and unforeseeable event and when it does not happen slowly, gradually, or progressively.

Incident

Any damage or set of damages caused to third parties, claiming the Insured's liability, resulting from a harmful event and having led to one or more claims.

Harmful event

The harmful event is that which constitutes the generating cause of the damage. A set of harmful events with the same technical cause is considered one harmful event.

Policyholder

The natural or legal person designated by this title in the Special conditions requesting the policy.

Claim

The amicable or legal claim of the insured's civil liability by the injured party.

Motor land vehicle

An automotive (powered by its own motive power) machine that moves on the ground (i.e. not aerial or naval) that is not linked to a railway, and that is used to transport people (even if only the driver) or things.

Theft and other offences of misappropriation

The misappropriation of any funds, securities or property by theft (Article 311-1 of the Penal Code), extortion (Article 312-1), blackmail (Article 312-10), fraud (Article 313-1), breach of trust (Article 314-1), computer fraud (article 323-1), or forgery/the use of forgeries (Article 441-1).

**COVERAGE EXTENSION**

Food Poisoning

The Insurer shall cover the Insured's Civil Liability due to Bodily Injuries caused to others, including the exhibitor's staff, originating from products prepared and/or served as part of the event.

Wilful misconduct

Civil Liability of the insured as principal with respect to one of their employees who suffers a bodily injury caused by a co-worker and recognised as wilful misconduct within the meaning of Article L. 452-5 of the Social Security Code.

Gross negligence:

When an workplace accident or occupational illness affecting one of the insured's employees is the result of the insured's gross negligence, or the gross negligence of a person who is running his business in his place, the insurer shall cover the reimbursement of the amounts owed by the Insured to the Primary Health KILN Fund:

- under additional contributions provided in Article L.452-2 of the Social Security Code,
- under additional compensation the victim is entitled to claim under the terms of Article L.452-3 of the Social Security Code.

**All additional contributions provided in Articles L 242.7. and L 412.3. of the Social Security Code, or under any similar document if it is part of the French special welfare scheme, are excluded.**

Damages to buildings rented by the Insured or lent to the Insured, and their fixtures and contents

The Insurer covers the Insured against financial consequences of civil liability that may fall on the latter with respect to the owner, neighbours, and other third parties, due to consequential material damages (including due to fire, explosion, implosion, smoke, and water damage) and immaterial damages caused to buildings, including their fixtures and contents, rented or borrowed by the insured for the event in which he is participating.

**Cover applies provided that each building, its fixtures, and its contents are under the same lease (or the same lending) on a temporary basis for holding the event.**

**EXCLUSIONS**

**DAMAGE CAUSED BY:**

- CIVIL OR FOREIGN WAR,
- TERRORIST ACTS OR ATTACKS OR SABOTAGE,
- STRIKES, RIOTS, CIVIL UNRESTS, OR LOCK OUTS

**DAMAGES CAUSED BY EARTHQUAKES, VOLCANIC ERUPTIONS, FLOODS, TIDAL WAVES, OR OTHER DISASTERS.**

**HOWEVER, IN THE EVENT THAT THE INSURED IS FOUND EITHER IN PART OR FULLY LIABLE, THE CONTRACT WILL APPLY.**

**DAMAGES RESULTING FROM AIR, SPACE, SEA, RIVER, OR LAKE NAVIGATION, AS WELL AS DAMAGES CAUSED BY THE OPERATION OF A RAIL NETWORK OR MECHANICAL LIFT**

**DAMAGES CAUSED BY MOTOR LAND VEHICLES, AS DESCRIBED IN ARTICLE L.211-1 OF THE KILN CODE, including due to the transported substances and objects or due to their falling from the vehicle.**

**DAMAGES OR AGGRAVATION OF DAMAGES CAUSED BY:**

- WEAPONS OR EQUIPMENT INTENDED FOR EXPLOSION BY MODIFICATION OF THE STRUCTURE OF THE NUCLEUS OF THE ATOM;
- ANY NUCLEAR FUEL, RADIOACTIVE PRODUCT OR WASTE, OR ANY OTHER SOURCE OF IONIZING RADIATION

**IF THE DAMAGES OR AGGRAVATION OF DAMAGES:**

- DIRECTLY AFFECT A NUCLEAR FACILITY,
- OR CLAIM THE EXCLUSIVE LIABILITY OF AN OPERATOR OF A NUCLEAR FACILITY
- OR ORIGINATE IN THE PROVISION OF GOODS OR SERVICES INVOLVING A NUCLEAR FACILITY,
- ANY SOURCE OF IONIZING RADIATION (ESPECIALLY ANY RADIO-ISOTOPE) INTENDED FOR INDUSTRIAL, COMMERCIAL, AGRICULTURAL, SCIENTIFIC, OR MEDICAL USE OUTSIDE OF A NUCLEAR FACILITY.

**HOWEVER, THIS LAST PROVISION DOES NOT APPLY TO DAMAGES OR AGGRAVATION OF DAMAGES CAUSED BY SOURCES OF IONIZING RADIATION -REQUIRING A HOLDING AUTHORISATION FOR THE INDUSTRIAL SECTOR SOURCE CATEGORIES S1, S2, L1, L2), -OR HOLDING AN A OR H APPROVAL FROM THE MINISTRY OF HEALTH FOR THE MEDICAL INDUSTRY, AND USED OR INTENDED TO BE USED IN FRANCE OUTSIDE OF A NUCLEAR FACILITY.**

**DAMAGES RESULTING FROM THE USE OR DISSEMINATION OF GENETICALLY MODIFIED ORGANISMS, AS DESCRIBED BY LAW 92-654 OF 13 JULY 1992 AND THE SUPERSEDING DOCUMENTS AND THOSE USED FOR ITS APPLICATION.**

**DAMAGES OF ANY KIND THAT ORIGINATE WITH OR EXTEND TO THE EFFECTS OF A COMPUTER VIRUS.**

**A COMPUTER VIRUS MEANS ANY COMPUTER PROGRAM OR SET OF COMPUTER PROGRAMS**

- INTENDED TO UNDERMINE THE INTEGRITY, AVAILABILITY, OR CONFIDENTIALITY OF COMPUTER SOFTWARE, FIRMWARE, OPERATING SYSTEMS, DATA, OR EQUIPMENT,
- AND INTENDED TO SPREAD TO OTHER DEVICES AND SYSTEMS.

**DAMAGES RESULTING FROM THE PRODUCTION OF AN ELECTROMAGNETIC FIELD OR ELECTROMAGNETIC RADIATION BY ANY DEVICE OR EQUIPMENT**

**ANY DAMAGES (BODILY, MATERIAL, AND IMMATERIAL) DIRECTLY OR INDIRECTLY CAUSED BY MTBE**

**(METHYLTERTIUBUTYETHER), FORMALDEHYDE, PERSISTENT ORGANIC POLLUTANTS (ALDRINE, CHLORDANE, DDT, DIOXINS, DIELDRIN, ENDRIN, FURAN, HEPTACHLOR, HEXACHLOROBENZENE, MIREX, PCB, TOXAPHENE), TOXIC MOULD, LEAD, OR ASBESTOS**

**ANY DAMAGES RESULTING FROM SUB-ACUTE TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHIES**

**ANY DAMAGES RESULTING FROM NON-ACCIDENTAL HARM TO THE ENVIRONMENT**

**THE CONSEQUENCES OF CONTRACTUAL AGREEMENTS MADE BY THE INSURED WHEN THEY EXCEED THOSE FOR WHICH HE IS LIABLE UNDER THE LEGISLATION AND REGULATIONS IN FORCE**

**DAMAGES MADE INEVITABLE BY A DELIBERATE, CONSCIOUS, AND SELF-SERVING ACT BY THE INSURED**

**THE FINANCIAL CONSEQUENCES OF A DELIBERATE BREACH OF THE SPECIFIC SAFETY AND CAUTIONARY REGULATIONS DICTATED BY LAW, WHEN SUCH VIOLATION CONSTITUTES EXCEPTIONALLY SERIOUS MISCONDUCT DUE TO A DELIBERATE ACT OR OMISSION, WHETHER OF KNOWLEDGE OF DANGER THAT THE RESPONSIBLE PARTY SHOULD HAVE, OR OF THE ABSENCE OF ANY JUSTIFYING CAUSE,**

AND BEING KNOWN BY THE BUSINESS'S LEGAL REPRESENTATIVES

NON-CONSEQUENTIAL IMMATERIAL DAMAGES FOR WHICH CORPORATE OFFICERS, ADMINISTRATORS, DE FACTO OR DE JURE COMPANIES (OR BODIES) WHO ARE INSURED ARE LIABLE, AS PART OF THEIR TASKS. THIS EXCLUSION ALSO APPLIES TO CASES IN WHICH LIABILITY FOR THESE DAMAGES RESTS WITH A LEGAL PERSON PERFORMING THESE TASKS THROUGH A PERMANENT REPRESENTATIVE.

CLAIMS FALLING UNDER THE INSURED'S COMPANY MANAGEMENT TOWARDS THEIR EMPLOYEES, FORMER EMPLOYEES, JOB CANDIDATES, AND BUSINESS PARTNERS. IT IS SPECIFIED THAT COMPANY MANAGEMENT INVOLVES ACTS BY THE INSURED RELATION TO LICENSING PROCEDURES, DISCRIMINATORY PRACTICES, SEXUAL AND/OR MORAL HARASSMENT, MANAGEMENT OF COMPANY PENSION PLANS FOR EMPLOYEES, AND RELATIONS WITH BUSINESS PARTNERS.

THE CONSEQUENCES OF A FAILURE TO PAY OR RETURN FUNDS, TITLES, OR SECURITIES RECEIVED BY THE INSURED.

CONSEQUENTIAL MATERIAL AND IMMATERIAL DAMAGES CAUSED BY FIRE, EXPLOSION, IMPLOSION, SMOKE, WATER DAMAGE, OR FREEZING ORIGINATING IN BUILDINGS OWNED, RENTED, OR OCCUPIED BY THE INSURED, EXCEPT:  
- IMMATERIAL DAMAGES CAUSED TO THIRD PARTIES NOT SUFFERING OTHER DAMAGES;  
- IMMATERIAL DAMAGES SUFFERED BY THE OWNERS OF MOVABLE PROPERTY FOR WHICH THE INSURED IS THE HOLDER OR CUSTODIAN IN THE ABOVE-MENTIONED BUILDINGS;  
- BUILDINGS RENTED OR OCCUPIED ON A TEMPORARY BASIS (SEE EXTENSIONS OF COVERAGE ABOVE).

THEFTS COMMITTED BY THIRD PARTIES IN RENTED BUILDINGS.

CONSEQUENTIAL MATERIAL AND IMMATERIAL DAMAGES TO PROPERTY OF WHICH THE LIABLE INSURED HAS CUSTODY OR USE-EXCEPT FOR THE ABOVE COVERAGE EXTENSION DEALING WITH BUILDINGS RENTED OR OCCUPIED ON A TEMPORARY BASIS.

DAMAGES TO ART AND OBJECTS OF VALUE

THEFTS (AND OTHER CRIMES OF MISAPPROPRIATION) COMMITTED BY THE INSURED'S EMPLOYEES FOR WHICH NO CLAIM WAS SUBMITTED.

PERSONAL CIVIL LIABILITY OF THE INSURED'S REPRESENTATIVES AND SUBCONTRACTORS.

NON-CONSEQUENTIAL IMMATERIAL DAMAGES DUE TO:  
• FALSE ADVERTISING, COUNTERFEITING, AN ACT OF UNFAIR COMPETITION, DISCLOSURE OF TRADE SECRETS,

ABUSE OF A PATENT OR LICENCE, AND OTHER VIOLATIONS OF COPYRIGHT OR INDUSTRIAL PROPERTY  
• AN INFRINGEMENT OF PRIVACY OR RIGHT OF PUBLICITY,  
• A LABOUR DISPUTE AND ANY ACTION TAKEN BEFORE THE COUNCIL OF THE INDUSTRIAL TRIBUNAL,  
• A TAX DISPUTE.  
• THE PROHIBITED COLLECTION, RECORDING, PROCESSING, SAVING, OR DISCLOSURE OF PERSONAL INFORMATION

FINES AS CRIMINAL PENALTY; AS WELL AS ANY CONTRACTUAL PENALTY.

DAMAGES TO PROPERTY ENTRUSTED DURING TRANSPORT.

THE CONSEQUENCES OF THE ORGANISATION OR SALE OF TRAVEL UNDER LAW 92-645 OF 13 JULY 1992.

THE CONSEQUENCES OF ORGANISING MOTOR LAND VEHICLE COMPETITIONS ON PUBLIC ROADS (DECREE NO. 55-1366 OF OCTOBER 18, 1955 AND DECREE OF OCTOBER 20, 1956) OR IN LOCATIONS CLOSED TO PUBLIC TRAFFIC (DECREE NO. 58 - 1430 OF 23 DECEMBER 1958 AND DECREE OF FEBRUARY 17, 1961), AS WELL AS THE ORGANIZATION OF ANY OTHER SPORTING EVENT ON PUBLIC ROADS (DECREE OF OCTOBER 18, 1955 SUPRA).

LIABILITY AS DESCRIBED IN ARTICLES 1792 ET SEQ AND 2270 OF THE CIVIL CODE THAT FALL ON THE INSURED, OR ANY LIABILITY OF THE SAME TYPE ARISING FROM FOREIGN LEGISLATION.

DAMAGES OCCURRING "AFTER DELIVERY" OF PRODUCTS OR MATERIALS SOLD BY THE INSURED, AND/OR COMPLETION OF TASKS PERFORMED BY HIM.

THE CONSEQUENCES OF DELAY OR CANCELLATION OF THE EVENT ORGANISED BY THE INSURED.

#### GEOGRAPHICAL SCOPE

The contract coverage is applicable in Europe.

#### COVER APPLICATION

In accordance with the party agreement and the provisions of Article L. 124-5 of the KILN Code, the contract's civil liability coverage is triggered by the claim.

#### LEGAL ASSISTANCE DEFENCE :

The Insurer agrees to provide for the Insured's defence if the latter is brought before a criminal court for damages covered under the contract

#### RECOURSE :

If the litigation exceeds the Insurer's intervention threshold mentioned in the "Amount of Cover and excesses," the Insured undertakes to seek monetary relief, either in or out of court, for consequential bodily injury and material and immaterial damages:

- of the types covered under this contract,
- suffered by the Insured as part of his business,
- holding other party liable.

RECOURSES ARE EXCLUDED IF THE PERSON LIABLE FOR THE DAMAGE IS ALSO THE INSURED

#### COVERED COSTS :

Litigation costs as well as costs and fees for lawyers, solicitors, bailiffs, experts (limited to the Insurer's scales), whose costs would normally be borne by the Insured in the event of a litigation.

#### THE FOLLOWING ARE NOT COVERED:

- COSTS AND FEES CLAIMED BY THE OPPOSING PARTY THAT THE COURT DEEMS FAIR TO IMPOSE UPON THE INSURED IF HE IS CONVICTED (PARTICULARLY UNDER ARTICLE 700 OF THE PENAL CODE) OR THAT THE INSURED HAS AGREED TO BEAR AS PART OF A SETTLEMENT DURING OR AT THE END OF THE LEGAL PROCEEDINGS,
- FEES AND COSTS FOR AN INQUIRY TO IDENTIFY OR FIND THE RESPONSIBLE PARTY, OR TO FIND OUT THE VALUE OF ITS ASSETS.

#### TERRITORIALITY

Cover applies to litigation under the French jurisdiction, or under that of Switzerland or a country in the European Union.

### GENERAL PROVISIONS

#### CLAIM REPORTING

##### Protective Measures

Once aware of the occurrence of an event (harmful or legal) that may claim the contract coverage, the Insured shall take all necessary measures to limit the extent of the incident, avoid any aggravation, protect the insured property, retain any right to appeal, and recover or cancel all taxes and duties.

He shall refrain from making any repairs without the Insurer's agreement and shall take all necessary measures to ascertain the damage, while preserving the damaged property.

##### Claim Reporting Period

**The Insured shall report the Insurer, within the period indicated below, except for acts of God or force majeure, of any event that may lead to application of contract coverage.**

The statement must be sent to the Insured before expiration of the reporting period.

**The Insured shall forfeit all rights to coverage for the claim in question if the Insurer determines that the delay in reporting is prejudicial to the latter (Article L.113-2 of the Code).**

**General case:** 5 working days from the day after the day on which the Insured becomes aware of the event.

**Cancellation Cover:** 24 hours from the time the Insured becomes aware of the event.

**Theft Cover:** 2 working days from the day after the day on which the Insured becomes aware of the event. Within the same time period, he shall inform the local police or gendarmerie and shall file a claim with the Prosecutor.

**Natural disasters:** 10 days from the day after publication of the interministerial decree declaring the state of natural disaster (Article A.125-1 of the Code).

**Terrorist Acts:** see period corresponding to the type of damage.

## Method of Reporting

The Insured shall make his statement in writing or verbally against receipt, stating the date, nature, causes, circumstances, expected consequences, approximate monetary amount of damages, and the location where they can be inspected.

**The Insured shall forfeit all rights to coverage for the incident in question in case of any false statements in bad faith.**

### Other formalities

The Insured shall send any supporting documents to the Insurer upon request, and will take all steps to facilitate the expert assessment.

**Cover for damage to property:** The Insured shall send to the Insurer, **within one month**, an itemised statement of the damaged property that will likely be indemnified under the contract, certified as true and signed by him.

**In case of delay, the Insurer may claim compensation from the Insured proportionate to the prejudice caused to the former (Article L.113-11 of the Code).**

### Personal information

All information collected by the Insurer is necessary for case management. It is used by the Insured or by professional bodies only for the requirements of this case management, or to meet legal or regulatory requirements.

In accordance with Articles 35 and 36 of Law No. 78-17 of 6 January 1978 relating to computers, files and freedoms, the Purchaser has a right to access, from the Insurer's head office, to communicate or correct any personal information contained in any file for use by KILN companies, their representatives, reinsurers, and relevant professional bodies.

## PROTECTION OF PERSONAL DATA

We take the privacy of our customers very seriously and are committed to protecting your privacy. This clause explains how we collect, use and transfer your personal data, and your rights in relation to the personal data stored by us when you engage with our services.

This clause sets out the following:

- What personal data we collect about you and how;
- How the data is used;
- Our legal basis for collecting your information;
- Who we share your data with;
- Where we transfer your information;
- How long we retain your information for;
- Your rights and choices in relation to the data held by us;
- How to contact us with any queries in relation to this notice, or the personal data held by us.

### Who is TMHCC?

Tokio Marine HCC is a trading name of Tokio Marine Europe SA. Please see here for further information  
<http://www.tokiomarinehd.com/en/group/>.

These companies are collectively referred to in this clause as "TMHCC", "we", "us" or "our".

For the purposes of European data protection laws, if you are visiting our website

[www.tmhcc.com](http://www.tmhcc.com) (our "Website") or otherwise engaging with our services from the European Economic Area (or "EEA"), the data controller of your information is TMHCC.

### What is personal data?

In this clause, references to "personal information" or "personal data" are references to data that can be used to identify you. Some examples of personal data are your name, address and telephone number but it may also include information such as your IP address and location.

### What personal data do we collect?

Information that you provide voluntarily

In order to provide services to you we may ask you to provide personal information. This may include, amongst other things, your name, email address, postal address, telephone number, gender, date of birth, passport number, bank account details, credit history and claims history. The personal information that you are asked to provide and the reasons why you are asked to provide it, will be made clear to you at the point at which we ask you for it.

Some of the information that you provide may be "sensitive personal data". "Sensitive personal data" includes information relating to your physical or mental health.

Information that we obtain from third party sources

From time to time, we may receive personal information about you from third party sources but only where we have checked that these third parties either have your consent or are otherwise legally permitted or required to disclose your personal information to us.

For example, if you are an individual who is obtaining insurance from us via an insurance broker, we may obtain data about you from your broker in order to help us prepare your quote and/or your insurance policy. For information about how your broker uses and shares your personal data, please refer to the broker's own privacy statement.

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

- Credit reference agencies;
- Anti-fraud and other databases;
- Government agencies;
- Electoral register;
- Court judgments;
- Sanctions lists;
- Family members; and
- In the event of an insurance claim: the other party to the claim, witnesses, experts, loss adjusters, solicitors and claims handlers.

### How is personal data used?

We may need to use your personal data in order to carry out the following activities:

- To set you up as a new client (including carrying out 'know your customer' checks);
- To provide you with an insurance quote;
- To accept payments from you;
- To communicate with you about your policy;
- To renew your policy;
- To obtain reinsurance for your policy;
- To process insurance and reinsurance claims;

- For general insurance administration purposes;
- To comply with our legal and regulatory obligations;
- To model our risks;
- To defend or prosecute legal claims;
- To investigate or prosecute fraud;
- To respond to your enquiries; or
- When you sign up for an online account;

### Our legal basis for collecting your information

If you are from the EEA, our legal basis for collecting and using your personal data will depend on the personal data concerned and the specific context in which we collect it.

However, we will normally collect personal data where we need the information to provide you with our services / perform a contract with you, where the processing is in our legitimate interests and not overridden by your data protection interests or fundamental rights and freedoms, or with your consent.

In some cases we may use your personal data for a legal obligation, e.g. in order to complete 'know your customer' and money laundering checks before taking you on as a new client.

If we ask you to provide personal information to comply with a legal requirement or to perform a contract with you, we will make this clear at the relevant time and advise you whether the provision of your personal information is mandatory or not (as well as of the possible consequences if you do not provide your personal information). You are under no obligation to provide personal data to us. However, if you should choose to withhold requested data we may not be able to provide you with certain services.

Similarly, if we collect and use your personal information in reliance on our legitimate interests (or those of any third party), we will make clear to you at the relevant time what those legitimate interests are.

If you are a France resident, we may collect and use your personal information, including sensitive personal information, on the basis of the substantial public interest of insurance purposes, as regulated in the Loi Informatique et Libertés du 6 janvier 1978 modifiée.

If you have questions about or need further information concerning the legal basis on which we collect and use your personal information, please contact us using the contact details provided under the "Contact Us" section below.

### Who is your personal data shared with?

We may disclose your personal information with the following categories of recipients.

- to our group companies, third party service providers and partners who provide data processing services (for example to assist in the performance of our services) or who otherwise process personal information for purposes that are described in this Privacy Notice (see "How does TMHCC use my personal data?"). A list of our current group companies is available at <http://www.tokiomarinehd.com/en/group/> and a list of our current service providers and partners may be available upon request;
- to any competent law enforcement body, regulatory, government agency, court or other

third party where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your vital interests or those of any other person;

- to a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal information only for the purposes disclosed in this Privacy Notice;

- to any other person with your consent to the disclosure.

#### International Transfers

Your personal data may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country.

Specifically, the servers of HCC Insurance Holdings Inc. are located in the United States. However other TMHCC group companies are registered elsewhere, including in the EEA and operate around the world. This means that when we collect your information we may process it in any of these countries.

However, we have taken appropriate safeguards to require that your personal data will remain protected in accordance with this Privacy Notice. These include implementing the European Commission's Standard Contractual Clauses for transfers of personal information between our group companies, which require all group companies to protect personal information they process from the EEA in accordance with European Union data protection law.

Our Standard Contractual Clauses can be provided on request. We have implemented similar appropriate safeguards with our third party service providers and partners and further details can be provided upon request.

#### How long is personal information retained for?

We will keep your personal data on our records for as long as we have an ongoing legitimate business need to do so. This includes providing you with a service you have requested from us or to comply with applicable legal, tax or accounting requirements. It also includes keeping your data for so long as there is any possibility that you or we may wish to bring a legal claim under your insurance contract, or where we are required to keep your data for legal or regulatory reasons. Please contact us using the contact details provided under the "Contact Us" section below should you require further information on our Record Retention procedures.

We may also retain your personal data where such retention is necessary in order to protect your vital interests or the vital interests of another natural person.

#### Your Rights as a Data Subject

Your principal rights under data protection law are as follows: the right to access;

- a) the right to rectification;
- 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 complain to a supervisory authority; and
- h) the right to withdraw consent.

If you wish to access, correct, update or request deletion of your personal information, we will ask you to provide us with a copy of any two of the following documents: Driver's licence; Passport; Birth certificate; Bank statement (from the last 3 months); or Utility bill (from the last 3 months). With regards to your right of access, the first access request will be complied with free of charge but additional copies may be subject to a reasonable fee.

In addition, if you are a resident of the European Union, you can object to processing of your personal information, ask us to restrict processing of your personal information or request portability of your personal information.

You have the right to opt-out of marketing communications we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send you or contacting us using the details provided under the "Marketing" heading below [ukmarketing@tmhcc.com](mailto:ukmarketing@tmhcc.com)

Similarly, if we have collected and processed your personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent.

You have the right to complain to a data protection authority about our collection and use of your personal information. For more information, please contact the Commission nationale pour la protection des données du Grand Duché de Luxembourg, 1, avenue du Rock'n'Roll L-4361 Esch-sur-Alzette (web <https://cnpd.public.lu/fr.html>)

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

You may exercise any of your rights in relation to your personal data by contacting us using the email [dpo@tmhcc.com](mailto:dpo@tmhcc.com) or the details set out in the "Contact us" section at the bottom of this page.

#### Automated decision making

In some instances, our use of your personal information may result in automated decisions being taken (including profiling) that legally affect you or similarly significantly affect you.

Automated decisions mean that a decision concerning you is made automatically on the basis of a computer determination (using software algorithms), without our human review. For example, in certain instances we may use automated decisions to establish whether we will offer insurance coverage to a prospective insured. We have implemented measures to safeguard the rights and interests of individuals whose personal information is subject to automated decision-making, including [explain].

When we make an automated decision about you, you have the right to contest the decision, to express your point of view, and to require a human review of the decision.

#### Security

TMHCC places great importance on the security of all personal data associated with our customers. We have security measures in place to attempt to protect against the loss, misuse and alteration of personal data under our control.

For example, our security and technology policies are periodically reviewed and enhanced as necessary and only authorised personnel have access to user information? We use Secured Socket Layer? (SSL) to encrypt financial information you input before it is sent to us. The servers we use to store personal data are kept in a secure environment.

Whilst we cannot ensure or guarantee that loss, misuse or alteration of data will not occur, we use our best efforts to prevent this.

#### Updates to this Clause

We may update this Privacy Notice from time to time in response to changing legal, technical or business developments. When we update our GDPR Clause, we will take appropriate measures to inform you, consistent with the significance of the changes we make on our Website or by a new endorsement if required. We will obtain your consent to any material Privacy Notice changes if and where this is required by applicable data protection laws.

#### Contact us

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

Data Protection Officer  
TMHCC- Tokio Marine Europe SA  
33, Rue Sainte Zithe, L-2763 Luxembourg  
[DPO@tmhcc.com](mailto:DPO@tmhcc.com)

#### PRESCRIPTION

In accordance with Sections L 114-1 and L 114-2 of the Insurance Code, all actions deriving from this Policy are limited in time, they shall not be exercised beyond Two Years from the event that gave rise to these actions. However, this period shall run:

- In case of a non-disclosure, omission, false or inaccurate declaration on the risk covered, only from the day where the Insurers became aware of it;
- In the event of an accident, only from the day the persons concerned became aware of it, if they can prove they were unaware of it until then.

The prescription period shall be extended to Ten Years for Accidents affecting people, when the Beneficiaries are the dependents of the deceased Insured.

#### SUBROGATION

In compliance with the provisions of Article L.121-12 of the Insurance Code, TOKIO MARINE EUROPE S.A. (TOKIO MARINE HCC) is subrogated, up to the compensation they paid, in the rights and actions of the Insured against Third Parties.

### COMPLAINTS – ARBITRATION

For any issue, the Policyholder shall first turn to the Insurance broker with whom the policy was taken out. If his answer is not satisfactory, the Insured or the Policyholder may submit their complaint to :

**Tokio Marine Europe S.A. (Tokio Marine HCC)**  
**6-8 Boulevard Haussmann**  
**CS 40064**  
**75441 Paris Cedex 09**  
**Tel: 01 53 29 30 00 Fax : 01 42 97 43 87**

Or

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

The Insurer shall acknowledge receipt of the complaint within a maximum of 10 working days from the date of receipt, except when reply is given to the client within that same timeframe. The Insurer shall send the response to the Insured within a maximum of two months from the date of receipt.

Finally if you still disagree after the answer given, you may refer the matter to the Mediator of the Fédération Française des Sociétés d'Assurance provided that no legal action has been taken:

**LA MEDIATION DE L'ASSURANCE**  
**BP290**  
**75125 PARIS CEDEX 09**

The Mediation de l'Assurance is not competent to be aware of the policies taken out to cover professional risks.

### CONTROL ORGANISM

In accordance with the Insurance Code (article L 112-4) it is specified that the company **TOKIO MARINE EUROPE S.A.** is controlled by the Commissariat aux Assurances located at 7, boulevard Joseph II, L - 1840 Luxembourg, Grand Duchy of Luxembourg.

### INTERNATIONAL SANCTIONS

This insurance contract has no effect :

- where a prohibition to provide a contract or an insurance service is imposed on the insurer by reason of the sanction, restriction or prohibition provided for by the laws and regulations,

Or

- when the insured goods and / or activities are subject to any sanction, restriction, total or partial embargo or prohibition provided for by laws and regulations. "

Note from the translator: Translation from an original document in French. In case of any discrepancies or misinterpretations resulting from the translation process, the original document in French will always prevail. The translator is not responsible for the content of this document

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**The exhaustive text of the KILN policy which this information notice refers to, is available upon request from Aon France, 31/35 rue de la Fédération, 75717 PARIS CEDEX 15.**

If more information, please contact the Aon team dedicated to ASO: phone number +33(1).47.83.07.38.  
e-mail [Gestionclient.IA@aon.fr](mailto:Gestionclient.IA@aon.fr).