

ASSISTANCE INFORMATION LEAFLET - No. XU3

INSURANCE INFORMATION LEAFLET - No. XU4

NICKEL CHROME card

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INFORMATION LEAFLET

THE INSURER

Europ Assistance

EUROP ASSISTANCE SA, a *Société Anonyme* (French Public Limited Company) governed by the *Code des assurances* (French Insurance Code), with a share capital of €48,48,123,637, having its registered office located at 2 rue Pillet Will, 75009 Paris, France, registered in the Trade and Companies' Register of Paris under number 451 366 405, acting for the purposes of this insurance policy through its Irish branch EUROP ASSISTANCE SA IRISH BRANCH, whose main place of business is at Ground Floor, Block B, Central Quay, Riverside IV, SJRQ, Dublin 2, DO2 RR77, Ireland and is registered with the Irish Companies Registration Office under number 907089.

THE POLICYHOLDER

Financière des Paiements Electroniques (FPE)

A *Société par Actions Simplifiée* (simplified company limited by shares), registered in the Créteil Trade and Companies Register under number 753 886 092, with a share capital of €770,440, whose registered office is at 1 place des Marseillais, 94220 Charenton-le-Pont.

Information leaflet no. no. **XU3** taken out with Europ Assistance by Financière des Paiements Électroniques on behalf of natural persons who are the holders of a NICKEL CHROME card.

FOR ALL ENQUIRIES, PLEASE CALL:

From France: +33 (0)1 41 85 98 68 (*)

From abroad: +33 1 41 85 98 68

(*) Non-surcharged call. Cost of a local (from mainland France) or international (from abroad) call depending on your telephone operator.

COVER IS OBTAINED SOLELY AS A RESULT OF SIGNING UP FOR THE NICKEL CHROME CARD OFFER

The assistance services covered by this notice are directly linked to the validity of the card and the NICKEL CHROME card offer.

However, declaring the Card lost or stolen does not affect this cover.

IMPORTANT :

INFORM THE ASSISTANCE PROVIDER AS SOON AS POSSIBLE, AND IN ANY CASE BEFORE ANY EXPENSES ARE INCURRED.

This Notice is applicable from 01/07/2022

Table of Contents

PART I - COMMON PROVISIONS	5
1. DEFINITIONS COMMON TO ALL COVER	5
2. SUBJECT OF THE AGREEMENT	6
3. APPLICATION CONDITIONS	6
3.1. APPLICATION CONDITIONS	6
3.2. TRANSPORT TICKETS	7
3.3. NATURE OF THE TRAVEL COVERED	7
3.4. TERRITORIAL COVERAGE	7
3.5. INTERNATIONAL SANCTIONS	7
4. TERMS AND CONDITIONS OF INTERVENTION	7
5. ADVICE BEFORE YOU LEAVE	8
PART II - DESCRIPTION OF THE ASSISTANCE SERVICES	10
1. ASSISTANCE TO PEOPLE IN THE EVENT OF ILLNESS OR INJURY	10
1.1 TRANSPORT AND/OR REPATRIATION OF THE BENEFICIARY	10
1.2 REPATRIATION OF AN ACCOMPANYING BENEFICIARY	10
1.3 ACCOMPANIMENT OF CHILDREN UNDER 15 YEARS OF AGE	10
1.4 VISIT OF A RELATIVE IN CASE OF HOSPITALISATION	11
1.5 REIMBURSEMENT OF MEDICAL EXPENSES ABROAD	11
1.6 ADVANCE PAYMENT OF HOSPITALISATION COSTS ABROAD (OUTSIDE FRANCE AND THE COUNTRY OF RESIDENCE)	11
1.7 REPLACEMENT DRIVER	12
1.8 FORWARDING OF URGENT MESSAGES FROM ABROAD	12
1.9 PISTE RESCUE	13
2. ASSISTANCE IN THE EVENT OF THE DEATH OF A BENEFICIARY	13
2.1 REPATRIATION OF BODIES	13
2.2 REPATRIATION OF A COMPANION	13
3. ASSISTANCE IN THE EVENT OF HOSPITALISATION OR DEATH OF A FAMILY MEMBER	14
3.1 EARLY RETURN IN THE EVENT OF HOSPITALISATION OF A FAMILY MEMBER	14
3.2 EARLY RETURN IN THE EVENT OF THE DEATH OF A FAMILY MEMBER	14
4. ASSISTANCE IN THE EVENT OF LEGAL PROCEEDINGS ABROAD	14
5. ASSISTANCE IN THE EVENT OF THEFT OR LOSS OF PERSONAL BELONGINGS ABROAD	15
5.1 DISPATCH OF MEDICATION ABROAD	15
5.2 SENDING GLASSES OR HEARING AIDS ABROAD	15
6. ASSISTANCE IN DAILY LIFE	15
6.1 RETURN TO WORK ASSISTANCE	15
6.2 PSYCHOLOGICAL SUPPORT	16
6.3 CYBER INFO ASSISTANCE	16
7. EXCLUSIONS	17
8. LIMITS OF LIABILITY	19
9. EXCEPTIONAL CIRCUMSTANCES	19

PART III - POLICY FRAMEWORK	20
1. INFORMATION ON CONDITIONS	20
2. COMMENCEMENT AND DURATION OF COVER	20
3. EFFECTIVE DATE OF COVER	20
4. TERMINATION OF COVER AND BENEFITS	20
5. SUBROGATION	20
6. PERIOD OF LIMITATION	21
7. FALSE DECLARATIONS	21
8. FORFEITURE FOR FRAUDULENT DECLARATION	21
9. ACCUMULATION OF COVER	21
10. COMPLAINTS – DISPUTES	22
11. SUPERVISORY AUTHORITY	22
12. APPLICABLE LAW AND LANGUAGE	22
13. PERSONAL DATA PROTECTION	22

PART I - COMMON PROVISIONS

1. DEFINITIONS COMMON TO ALL COVER

For the sake of clarity, the following definitions are used:

Abroad

Refers to any country in the world except France as defined below and countries excluded from cover.

Beneficiary or You

Means the Card Holder as well as the following persons living in the same household as the Card Holder, exclusively when travelling with the Card Holder:

- his/her spouse who is not legally or de facto separated and not divorced, his/her cohabiting partner or a partner who has entered into a valid civil partnership (PACS),
- their unmarried children and grandchildren under 25 years of age, who are fiscally dependent on at least one of their parents (in the case of adoption, the benefits apply from the date of transcription of the adoption judgement in the French civil registry),
- their parents and children who are holders of a disability card with a permanent disability rate of at least 80% (Art. L.241 -3 -3 of the French Social Action and Families Code) living under the same roof as the Insurance Card Holder, in accordance with the terms of Article 196 A bis of the CGI (General Tax Code) and:

- dependent for tax purposes, or
- to whom maintenance payments are made by the Insurance Card Holder, his/her spouse or cohabiting partner, enabling them to benefit from a deduction on their income tax.

Card Holder

A natural person residing in metropolitan France, Martinique, La Réunion, Guadeloupe, French Guiana or Mayotte, who is the holder of a valid insured NICKEL CHROME card issued by the Issuing Company.

Country of Residence

Country of Residence means the country in which the Home is located.

France

France includes : metropolitan France (including Corsica), the Principalities of Monaco and Andorra, the Overseas Departments and Regions (Guadeloupe, Martinique, French Guiana, Réunion and Mayotte), the Overseas Communities (French Polynesia, Saint-Pierre and Miquelon, Wallis and Futuna, Saint-Martin and Saint-Barthélemy), New Caledonia.

Force Majeure

Force Majeure shall be deemed any unforeseeable, unavoidable and external event that makes it absolutely impossible to perform the policy, as usually recognised by the case law of the French courts.

Home

Refers to the main and usual place of residence of the Beneficiary in metropolitan France, Martinique, Réunion, Guadeloupe, French Guiana or Mayotte, at the date of the request for assistance and whose address appears on his/her last income tax return.

Illness

A medical condition, duly established by an authorised medical authority, requiring medical care and of a sudden and unforeseeable nature.

Injury

Any medically observed bodily injury, resulting from the sudden action of an external cause affecting the Beneficiary

and unintentional on the part of the latter.

Issuing Company

Société Financière des Paiements Electroniques (FPE)

Insurance Card or Card

Means the valid NICKEL CHROME bank card issued by the company Financière des Paiements Electroniques (FPE), an issuer approved by MASTERCARD, made available to the Insured Party when opening a NICKEL ACCOUNT or during the period of validity of the account.

Insurance Organisation

Insurance Organisation means the basic social security organisations and supplementary health insurance organisations to which the Beneficiary belongs, either on a principal basis or as a beneficiary.

Member of the Family

Means:

- the spouse/cohabiting partner/civil partner of the Card Holder,
- the children or grandchildren of the Card Holder and/or those of his/her spouse/cohabitant/civil partner,
- the Card Holder's mother or father and/or those of his/her spouse/civil partner,
- and the Card Holder's sister or brother, including the children of the spouse/civil partner of the Card Holder's father or mother.

Primary Transport

Primary Transport means transport from the place of the accident to the nearest medical centre or hospital, and possibly back to the place of stay.

Vehicle

Means the passenger motor vehicle (car/motorcycle), duly insured, with a gross vehicle weight rating (GVWR) of 3.5 tonnes or less.

Pocket bikes, quad bikes, go-karts, registered small cars driven without a licence, vehicles used for the commercial transport of persons, vehicles used for deliveries (couriers, home deliveries), taxis, ambulances, hire vehicles, courtesy vehicles, driving schools, school vehicles, vehicles with a cubic capacity of less than 125 cm³, and hearses are excluded.

2. SUBJECT OF THE AGREEMENT

Under the conditions described below, the purpose of this information leaflet is to specify the reciprocal rights and obligations of Europ Assistance and the Beneficiaries in the context of the implementation of the assistance services described below, in the wake of the following events:

- bodily injury resulting from an Illness or Injury,
- death,
- hospitalisation or death of a Member of the Beneficiary's Family,
- legal proceedings abroad,
- theft or loss of certain personal effects abroad.

3. APPLICATION CONDITIONS

3.1. APPLICATION CONDITIONS

Europ Assistance provides assistance on the express condition that the event which leads it to provide the service remains uncertain at the time of departure.

Europ Assistance's intervention cannot replace the interventions of local public services or any operators Europ Assistance is obliged to use by virtue of local and/or international regulations.

3.2. TRANSPORT TICKETS

When transport is organised and paid for by Europ Assistance, the Beneficiary undertakes:

- either to allow Europ Assistance to use the transport ticket that he/she holds for his/her return,
- or to remit to Europ Assistance the amounts for which it would obtain reimbursement from the organisation issuing this transport ticket.

3.3. NATURE OF THE TRAVEL COVERED

The assistance benefits apply during the first 90 days of a private or business trip.

3.4. TERRITORIAL COVERAGE

The assistance benefits apply worldwide, except in the excluded countries mentioned below. However, some benefits are subject to specific territorial limitations which are mentioned in the statement of the benefits concerned.

EXCLUSIONS

In general, countries are excluded which, on the date of departure, are in a state of civil or foreign war, notorious political instability or are subject to natural disasters, popular movements, riots, acts of terrorism, reprisals, restrictions on the free movement of persons and goods (for whatever reason, in particular health, security, meteorological, etc.) or the disintegration of the atomic nucleus or any irradiation from a source of energy of a radioactive nature.

3.5. INTERNATIONAL SANCTIONS

The Insurer will not provide any cover, benefits or services described in the insurance policy if this would expose the Insurer to any international sanction, ban or restriction as defined by the United Nations, and/or France and/or the European Union, and/or the United Kingdom and/or the United States of America. More information is available at <https://www.europ-assistance.com/en/who-we-are-international-regulatory-information/> (in English) or <https://www.europ-assistance.com/fr/who-we-are-international-regulatory-information/>

As such, and cumulatively with any other territorial exclusions defined in this document, services are not provided in the following countries and territories: Afghanistan, Belarus, Burma/Myanmar, Crimea and the Donetsk and Lugansk regions, Cuba, Iran, North Korea, Russia, Syria and Venezuela.

4. TERMS AND CONDITIONS OF INTERVENTION

In the event of an emergency, the emergency services must be contacted for all problems that fall within their areas of competence.

In order to enable Europ Assistance to act, Europ Assistance recommends that the Beneficiary prepares for his/her call.

Europ Assistance will ask the Beneficiary for the following information:

- Their last name(s) and first name(s),
- the precise location where they are and the address and phone number where we can contact them,
- the identifier on the back of the card.

If the Beneficiary needs assistance, he/she must:

- call or have Europ Assistance called without delay **24 hours a day, 7 days a week, on the following number: +33 (0)1 41 85 98 68 (*)**

(*) Non-surcharged call. Cost of a local (from mainland France) or international (from abroad) call depending on your telephone operator.

- **obtain the prior agreement of Europ Assistance before taking any action or incurring any expenditure,**
- comply with the solutions that Europ Assistance recommends,

- provide Europ Assistance with all the information required to implement the assistance services,
- provide Europ Assistance with all original proof of the expenses for which reimbursement is requested, after having obtained the prior agreement of Europ Assistance.

Europ Assistance reserves the right to ask the Beneficiary for any proof necessary to support any request for assistance (such as, in particular, a death certificate, a certificate of cohabitation, a tax notice, provided that it has previously removed all the elements appearing on it other than its name, address and the persons making up its tax household, a medical sick leave certificate depending on the Beneficiary's professional situation, etc).

Any expense incurred without the agreement of Europ Assistance shall not give rise to any reimbursement or coverage after the event.

5. ADVICE BEFORE YOU LEAVE

The Beneficiary must inform the persons accompanying him/her when travelling of the rules to be observed in the event of a request for assistance detailed above.

If the Insured Party is insured under a statutory health insurance scheme of a Member Country of the European Economic Area (EEA) or Switzerland and wishes to benefit from Health Insurance benefits during his/her Trip to one of these countries, it is necessary for him/her to be the holder of a valid European Health Insurance Card (individual and nominative).

If the Beneficiary is travelling to a country that is not part of the European Union, the European Economic Area (EEA) or Switzerland, he/she must find out before departing whether this country has concluded a social security agreement with France. To do so, he/she must consult his/her Health Insurance Fund to find out whether he/she falls within the scope of the said agreement and whether he/she has any formalities to complete (collection of a form).

To obtain these documents, the Beneficiary must contact the competent institution before his/her departure and, in France, the Health Insurance Office.

The medical assistance certificate relating to obtaining a visa is issued by Europ Assistance, as from the receipt of the Beneficiary's written request, together with all the elements necessary for its preparation. This certificate is also available under the conditions indicated on the site <https://www.europ-cartes.com>

When travelling, do not forget to bring documents that prove Your identity and any document necessary for Your trip: passport, national identity card, residence card, entry visa, return visa, vaccination record of the animal accompanying you, etc. and check their expiry dates.

VERY IMPORTANT

The assistance services described below are intended to be organised exclusively by Europ Assistance, which will pay the cost directly to the service providers it has appointed. Exceptionally, if the circumstances so require, Europ Assistance may authorise the Beneficiary to organise all or part of a service. In this case, only the costs incurred with the express - and, of course, prior - agreement of Europ Assistance will be reimbursed on the basis of original receipts and within the limit of those which would have been incurred by Europ Assistance to implement this service.

The lack of medical care, the difficulties of access, and the long delays in intervention in certain regions make assistance particularly difficult and should encourage the traveller to be cautious. Thus, in particular, travellers who are elderly (70 years and over) and/or accompanied by young children (under 12 years of age) and/or suffering from chronic illnesses and/or presenting risk factors must not expose themselves to these regions where care cannot be provided while waiting for Europ Assistance to intervene.

Under no circumstances can Europ Assistance replace the local emergency services.

PART II - DESCRIPTION OF THE ASSISTANCE SERVICES

1. ASSISTANCE TO PEOPLE IN THE EVENT OF ILLNESS OR INJURY

1.1 TRANSPORT AND/OR REPATRIATION OF THE BENEFICIARY

In the event of an injury or illness in France or abroad, Europ Assistance's doctors will contact the local doctor who treated the Beneficiary following the event.

Information collected from the local doctor, and possibly from the Beneficiary's usual doctor, enables Europ Assistance, after a decision by its doctors, to initiate and organise, according to medical requirements alone:

- either the return of the Beneficiary to his/her Home,
- or his/her transport, if necessary under medical supervision, to an appropriate hospital service close to his/her Home, by light medical vehicle, ambulance, sleeping car, first-class train (couchette or seat), economy class plane or medical plane.

Similarly, depending solely on medical requirements and on the decision of Europ Assistance's doctors, Europ Assistance can, in certain cases, initiate and organise an initial transport to a local care centre, before envisaging a return to a structure close to the Beneficiary's Home.

Only the Beneficiary's medical condition and compliance with current health regulations are considered when making a decision on transport and choosing the transport method and potential hospital.

IMPORTANT

In this respect, it is expressly agreed that the final decision to be implemented belongs in the last resort to Europ Assistance's doctors, in order to avoid any conflicts of medical authority.

Furthermore, in the event that the Beneficiary refuses to follow the decision considered to be the most appropriate by Europ Assistance's doctors, the refusal discharges Europ Assistance of all responsibility, particularly in the event of the Beneficiary's return by his/her own means, or in the event of a worsening of his/her state of health.

1.2 REPATRIATION OF AN ACCOMPANYING BENEFICIARY

When a Beneficiary is transported under the conditions defined above in the paragraph "TRANSPORT/Repatriation of the Beneficiary ", Europ Assistance organises and pays for the transport of another Beneficiary travelling with him/her to the Home.

The transport of the accompanying Beneficiary will take place:

- either with the sick or injured Beneficiary,
- or individually.

Europ Assistance will pay for the transport of this Beneficiary by first-class train or economy-class flight, as well as, if necessary, the cost of a taxi, on departure, to go from the place of stay to the station or airport, and on arrival, from the station/airport to the Home.

This service is limited to one Beneficiary. However, if the Beneficiary transported is accompanied by more than one Beneficiary, Europ Assistance can organise transport, together or individually, of the other Beneficiaries. The cost of this transport is not covered by Europ Assistance.

This benefit cannot be combined with the "VISIT BY A RELATIVE IN THE EVENT OF HOSPITALISATION" benefit.

1.3 ACCOMPANIMENT OF CHILDREN UNDER 15 YEARS OF AGE

When a Beneficiary who is travelling, ill or injured is unable to look after his/her accompanying children under the age of 15, Europ Assistance, after receiving the opinion of the local doctors and/or its own doctors, shall organise and pay for the return journey (from the Home) by first class train or economy class airliner of a person chosen by the Beneficiary or the Beneficiary's family to accompany the children during their return to their Home

Europ Assistance can also arrange for a hostess to accompany the children to their Country of Residence. The

accommodation, meal and drink expenses of the person chosen by the Beneficiary or the Beneficiary's family to bring the children back to their Country of Residence remain the responsibility of the Beneficiary. The Beneficiary is also responsible for the tickets of these children.

1.4 VISIT OF A RELATIVE IN CASE OF HOSPITALISATION

If the Beneficiary is travelling alone or if the members of his/her family accompanying him/her are unable to visit him/her in hospital, while he/she is hospitalised in the place of his/her illness or injury and Europ Assistance's doctors do not recommend transport for 10 days (if the Beneficiary is a child under 15 years of age or a Beneficiary in a condition which, according to Europ Assistance's doctors, is life-threatening, no excess is applied), Europ Assistance will organise and pay for:

- the return journey (from the Home) by first class train or economy class flight of a person chosen by the Beneficiary or the Beneficiary's family to visit the Beneficiary,
- his/her hotel stay (room and breakfast only) at the place of hospitalisation, for as long as the Beneficiary is hospitalised, up to a limit of €125 per night and 10 nights. If, beyond this last limit, the hospitalised Beneficiary is still not transportable, the extension of the stay is covered up to €375 including VAT.

This benefit may not be used in conjunction with the 'REPATRIATION OF AN ACCOMPANYING BENEFICIARY' benefit.

1.5 REIMBURSEMENT OF MEDICAL EXPENSES ABROAD

This service is provided:

- ✓ **in all cases outside France (cf. France definition (1)),**
- ✓ **during the first 90 days of the Trip outside the Country of Residence of the Beneficiary.**

In order to benefit from these reimbursements, the Beneficiary must be covered by a primary health insurance scheme (Social Security) or any insurance organisation and, on return to his/her Country of Residence or locally, take all the necessary steps to recover these costs from the organisations concerned.

When medical expenses have been incurred with its prior agreement, Europ Assistance shall reimburse the Beneficiary for the part of these expenses which has not been covered by the Insurance Organisations:

Europ Assistance will only intervene once the reimbursements have been made by the above-mentioned Insurance Organisations, after **deduction of an absolute excess of €75 (including VAT) per case**, and subject to the communication of the original proof of reimbursement from the Beneficiary's Insurance Organisation.

This reimbursement covers the costs defined below, provided that they relate to care received by a Beneficiary outside France (1) and his/her country of residence following an illness or injury that occurred outside his/her country of residence.

In this case, Europ Assistance reimburses the amount of the costs incurred **up to a maximum of €155,000 including VAT per Beneficiary, per event and per year.**

In the event that the Insurance Organisation to which the Beneficiary contributes does not cover the medical expenses incurred, Europ Assistance will reimburse the expenses incurred within the limit of the amount indicated above, subject to the Beneficiary providing the original invoices for medical expenses and the certificate of non-reimbursement issued by the Insurance Organisation.

This service ceases from the day on which Europ Assistance is able to repatriate the Beneficiary.

Nature of expenses eligible for reimbursement (subject to prior agreement):

- Medical fees,
- cost of medication prescribed by a doctor or surgeon,
- ambulance costs prescribed by a doctor for transport to the nearest hospital, and this only in the event of refusal of coverage by the Insurance Organisations,
- hospitalisation costs provided that the Beneficiary is deemed untransportable by a decision made by Europ Assistance's doctors, taken after gathering information from the local doctor (hospitalisation costs incurred from the day on which Europ Assistance is able to repatriate the Beneficiary are not covered),
- emergency dental costs (up to €155 including VAT, with no excess, per event).

1.6 ADVANCE PAYMENT OF HOSPITALISATION COSTS ABROAD (OUTSIDE FRANCE AND THE COUNTRY OF RESIDENCE)

This service is provided:

- ✓ in all cases outside France (Cf. France definition (1)),
- ✓ during the first 90 days of the Trip outside the Country of Residence of the Beneficiary.

IMPORTANT

This service is only provided on the condition and for as long as Europ Assistance's doctors deem the Beneficiary to be untransportable after collecting information from the local doctor.

No advance is granted from the moment when Europ Assistance is able to carry out the transport, notwithstanding the Beneficiary's decision to remain in situ.

Europ Assistance may, **up to a limit of €155,000 including VAT**, advance the cost of hospitalisation incurred outside France (1) and the Beneficiary's country of residence, subject to the following cumulative conditions:

- Europ Assistance's doctors must deem, after gathering information from the local doctor, that it is impossible to repatriate the Beneficiary to his/her Country of Residence immediately,
- the care to which the advance applies must be prescribed in agreement with Europ Assistance's doctors,
- the Beneficiary or any person authorised by him/her must formally commit to this by signing a specific document, provided by Europ Assistance when this service is implemented:
 - to take steps to have the costs covered by the Insurance Organisations within 15 days of the date on which Europ Assistance sends the elements required for these procedures,
 - to reimburse Europ Assistance for the sums received in this respect from the Insurance Organisations within one week of receiving these sums.

Costs not covered by the Insurance Organisations will remain the sole responsibility of the Assistance Provider, and within the limit of the amount of cover provided for under the "Medical Expenses Abroad" cover. The Insured Party must provide the assistance provider with proof of non-cover from these insurance organisations within one week of receipt.

If the Beneficiary does not take the necessary steps to have the costs covered by the Insurance Organisations within the time limits, or if the certificate of non-reimbursement issued by these Insurance Organisations is not presented to Europ Assistance within the time limits, the Beneficiary will not be able to take advantage of the "medical expenses abroad" service and will have to reimburse all of the hospitalisation costs advanced by Europ Assistance, which will, if necessary, initiate any useful recovery procedure, the cost of which will be borne by the Beneficiary.

1.7 REPLACEMENT DRIVER

This benefit applies only in the following countries: Metropolitan France, Principality of Monaco and Andorra, Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Iceland.

Following an Illness or Injury that occurs during a journey by Vehicle in one of the countries listed above, if the Beneficiary is no longer able, from a medical point of view, to drive his/her Vehicle and if none of the passengers is likely to replace him/her, Europ Assistance shall provide the Beneficiary with:

- a driver to take the Vehicle to the Home by the most direct route. Europ Assistance will cover the travel costs and the driver's pay. The cost of fuel, tolls, boat passage(s), hotel and catering expenses of any passengers shall be borne by the Beneficiary.

The latter shall act in accordance with current regulations for their profession. This cover is granted if the Vehicle is duly insured and in perfect condition, compliant with national and international Highway Code standards and meets the compulsory MOT test standards. Otherwise, Europ Assistance reserves the right not to send a driver,

- or a 1st class train or economy class flight ticket, so that the Beneficiary or a person of your choice can return the Vehicle.

1.8 FORWARDING OF URGENT MESSAGES FROM ABROAD

During a trip outside your country of residence, if you are unable to contact your employer or a family member who is in France, Europ Assistance will transmit, at the time and on the day that you have chosen, the message that you have previously communicated by telephone.

N.B.

The charges may not be reversed with this service. Furthermore, under no circumstances shall we be liable for the content of your messages which shall remain subject to French legislation, namely criminal and administrative. Non-compliance with this legislation may result in a refusal to forward the message.

1.9 PISTE RESCUE

When a Beneficiary is the victim of an Injury on an open ski slope (off-piste if accompanied by a qualified instructor) or during a sporting activity in the mountains, Europ Assistance will pay for the evacuation costs incurred by the organisations involved between the place of the accident and the nearest medical centre or hospital, as well as the return to the place of stay.

The maximum amount of the benefit, which is in addition to any other cover the Beneficiary may have, is set **at €5,000 (including VAT) per event, with a maximum of €10,000 (including VAT) per year** for a single Card.

2. ASSISTANCE IN THE EVENT OF THE DEATH OF A BENEFICIARY

2.1 REPATRIATION OF BODIES

When a Beneficiary dies during a trip, Europ Assistance shall organise and pay for the repatriation of the body.

If the funeral takes place in his/her country of residence, Europ Assistance shall pay for:

- the cost of transporting the body to the place of burial in the Country of Residence,
- costs related to preservation services imposed by the applicable legislation,
- the costs directly required for the transport of the body (handling, specific transport arrangements, packaging).

All the other expenses (namely the cost of the ceremony, procession and burial) must be covered by the family of the deceased.

If the funeral takes place outside the Beneficiary's Country of Residence, Europ Assistance shall organise the repatriation of the body to the nearest international airport to the place of the funeral and covers the costs up to the amount that Europ Assistance would have paid to repatriate the body to the Beneficiary's Country of Residence.

2.2 REPATRIATION OF A COMPANION

When the deceased Beneficiary is transported under the conditions defined in the "REPATRIATION OF BODIES" benefit, Europ Assistance organises and pays for the transport of another Beneficiary who was accompanying him/her during the journey, by first-class train or economy class flight:

- or to the place of the funeral near the Home if the funeral takes place in the Country of Residence,
- or to the nearest international airport to the place of the funeral if the funeral takes place outside France. In the latter case, reimbursement is limited to the amount that would have been incurred to transport the companion to the Home.

This benefit is limited to one accompanying Beneficiary. However, if the deceased Beneficiary was accompanied by more than one Beneficiary, Europ Assistance can organise the transport, together or individually, of the other Beneficiaries. The cost of this transport is not covered by Europ Assistance.

3. ASSISTANCE IN THE EVENT OF HOSPITALISATION OR DEATH OF A FAMILY MEMBER

3.1 EARLY RETURN IN THE EVENT OF HOSPITALISATION OF A FAMILY MEMBER

If the Beneficiary while travelling learns of the unplanned hospitalisation of a Member of his/her Family residing in the same country as him/her for more than 24 consecutive hours, Europ Assistance organises and pays for his/her return to enable him/her to go to his/her bedside.

This benefit is limited per Card to either:

- the payment of a Beneficiary's return journey,
- the payment of a one-way trip for two Beneficiaries travelling together, by first-class train or economy-class flight.

Europ Assistance reserves the right to request a certificate of hospitalisation of the Beneficiary's Family Member and/or a certificate of inheritance.

3.2 EARLY RETURN IN THE EVENT OF THE DEATH OF A FAMILY MEMBER

If the Beneficiary, while travelling, learns of the death of a Member of his/her Family residing in the same country as him/her, Europ Assistance will organise and pay for his/her return to enable him/her to attend the funeral in the Beneficiary's Country of Residence,

This benefit is limited per Card to either:

- the payment of a Beneficiary's return journey,
- the payment of a one-way trip for two Beneficiaries travelling together, by first-class train or economy-class flight.

Europ Assistance reserves the right to request a death certificate from the Beneficiary's Family Member and/or a certificate of inheritance.

4. ASSISTANCE IN THE EVENT OF LEGAL PROCEEDINGS ABROAD

If the Beneficiary is prosecuted following an unintentional breach of local legislation outside his/her Country of Residence and which occurred during his/her private life:

- On presentation of a guarantee deposit or signature of an acknowledgement of debt, Europ Assistance shall advance bail when required by the local legal authorities, **up to a maximum of €15,500 including VAT**. If in the meantime the bail monies are reimbursed to the Beneficiary by the country's authorities, the Beneficiary must immediately return it to Europ Assistance. Europ Assistance shall not be involved in any deposits required following a traffic accident caused directly or indirectly by an infringement of the local Highway Code, driving under the influence of alcohol or an intentional fault;
- Europ Assistance shall contribute up to **€3,100 (including VAT)** towards the lawyer's fees and advances **up to €15,500 (including VAT)** upon presentation of a guarantee deposit or signature of an acknowledgement of debt.

Europ Assistance shall not be involved in any deposits required following a traffic accident caused directly or indirectly by an infringement of the local Highway Code, driving under the influence of alcohol or an intentional fault.

Reimbursement:

The Beneficiary undertakes to reimburse the sums advanced within 2 months of the date of dispatch of the invoice. After this period of 2 months, Europ Assistance reserves the right to initiate all useful recovery procedures.

5. ASSISTANCE IN THE EVENT OF THEFT OR LOSS OF PERSONAL BELONGINGS ABROAD

5.1 DISPATCH OF MEDICATION ABROAD

If the Beneficiary, while travelling outside his/her Country of Residence, is deprived of medicines essential to his/her health as a result of loss or theft, Europ Assistance will pay for the search for and transport of these medicines, in the event that these medicines or their equivalents recommended by Europ Assistance's doctors cannot be found on site (provided that the Beneficiary obtains the contact details of his/her attending physician)

Europ Assistance shall cover the cost of the dispatch of the medicines by the quickest means, subject to local and French legal constraints, and shall re-invoice the Beneficiary for the customs fees and the cost of purchasing the medicines.

These dispatches are subject to the general terms and conditions of the transport companies Europ Assistance uses.

Europ Assistance accepts no responsibility for the loss or theft of medication or regulatory restrictions that may delay or prevent the transportation of medication, or for any resulting consequences. Furthermore, the discontinued production of medication, market withdrawal or unavailability in France shall amount to force majeure and may delay or prevent the completion of the service. **Under no circumstances may these consignments include blood products, products derived from blood, products for hospital use only, products requiring special storage conditions, refrigeration, and products unavailable in French pharmacies.**

5.2 SENDING GLASSES OR HEARING AIDS ABROAD

If the Beneficiary is unable to obtain the glasses, corrective lenses or hearing aids that he/she normally wears, following the theft or loss of these during a trip outside his/her Country of Residence, Europ Assistance will send them to him/her by the most appropriate means.

The request, formulated by the Beneficiary, must be sent by fax, electronic mail (e-mail) or registered letter and must indicate very precisely the complete characteristics of his/her glasses (type of lenses, frames), contact lenses or hearing aids.

Europ Assistance shall contact the Beneficiary's usual ophthalmologist or prosthetist in order to obtain a prescription. The price of the new glasses, contact lenses or hearing aids shall be stated to the Beneficiary who must give his/her agreement in writing and then undertake to pay the amount of the invoice before they are sent.

If this is not the case, Europ Assistance may not be required to provide this benefit.

Europ Assistance shall cover the cost of the dispatch of the new glasses, contact lenses or hearing aids by the quickest means, subject to local and French legal constraints, and shall re-invoice the Beneficiary for the customs and packaging costs.

Europ Assistance is not liable if, for reasons beyond its control (manufacturing delays or any other case of Force Majeure) the glasses, lenses or hearing aids do not arrive on the planned date.

6. ASSISTANCE IN DAILY LIFE

6.1 RETURN TO WORK ASSISTANCE

In order to enable the Beneficiary to resume professional activity following a Loss of Employment, we shall support him/her in his/her job search process. A simple call from the Beneficiary, from Monday to Saturday between 8am and 8pm, excluding public holidays, will set up an appointment with a human resources consultant specialising in individual support.

The objective is to build an action plan that will be validated during 3 telephone interviews with a specialised consultant. The Return to Work service is provided in 3 stages, with no more than 9 months of cover from the initial application.

Step 1: An initial telephone interview with a consultant: Career assessment and professional plan

On the agreed day and time, the consultant shall call the Beneficiary to analyse his/her professional profile with regard to his/her background, aptitudes, situation and aspirations. He/she analyses the Beneficiary's career assessment and

professional plan with the Beneficiary, highlighting his/her professional (know-how) and personal (main personality traits, motivations) strengths and weaknesses. He/she will also help the Beneficiary to clarify his/her professional objectives.

Step 2: A second telephone interview with a consultant: Job search tools and techniques

On the day and at the time fixed for this new appointment, the consultant will help the Beneficiary by telephone to develop his/her approach and validate the tools he/she uses (CV and target companies). He/she shall provide the Beneficiary with advice on the drafting of his/her curriculum vitae and covering letter, on the most frequently used means of selection (graphologies, tests, etc.), recommendations concerning his/her search strategy (targets, channels, etc.) and information on possible training courses which could complement his/her experience in accordance with the objectives targeted.

Step 3: a third telephone interview with a consultant: Prospecting and follow-up of professional interviews

After having drawn up the project, determined the targets and the means to reach them, we shall arrange the date and time of the third telephone interview with the Beneficiary. On the agreed date and at the agreed time, the consultant shall review the interviews carried out with the Beneficiary, analyse the reasons for non-completion and, if necessary, give advice to the Beneficiary to progress.

This service consists of guidance, support and orientation but does not guarantee the Beneficiary a return to employment. This assistance does not replace the services of public, joint or private bodies, institutions, administrations and associations.

Under no circumstances does it include an administrative support process to help the Beneficiary to assert his/her rights with any kind of organisation.

In addition, the Insurer shall not be liable in any way for the misuse or inaccurate interpretation by the Beneficiary of the information provided.

6.2 PSYCHOLOGICAL SUPPORT

Following a loss of employment or temporary incapacity to work, we can provide you with a 24-hour, 7-day-a-week counselling service, enabling you to contact clinical psychologists by telephone.

Telephone conversations with professionals who offer an attentive, non-judgemental ear will allow you to confide in somebody and clarify your situation following this event.

The psychologists follow the strict code of ethics applicable to psychology and are unauthorised to initiate telephone psychotherapy at any time.

We shall organise and cover the cost of 5 telephone conversations.

6.3 CYBER INFO ASSISTANCE

▪ Specific definitions

Cyber attack

Refers to a breach of computer systems carried out with malicious intent.

Phishing is a fraudulent technique designed to lure a person into providing personal and/or banking data by pretending to be a trusted third party

Damage to reputation

Refers to an attack on the reputation or integrity of the person

Data Leakage

Refers to the exposure of confidential, sensitive or protected information to an unauthorised person.

Electronic bullying (E-bullying)

Refers to repeated comments or behaviour via the Internet (e-mails, social networks) with the aim or effect of damaging the victim's living conditions.

E-bullying is also known as cyberstalking.

Identity theft

The use of personally identifiable information without the consent of the individual to carry out fraudulent actions.

- **Purpose of the benefit**

Europ Assistance provides the Beneficiary with a 24/7 telephone assistance service enabling him/her to find answers to the main questions in the event of suspected fraud or malicious use of his/her personal data (password, e-mail address, bank details, telephone numbers, etc.).

The Beneficiary will be able to benefit from information on the steps to take in the event of:

- data leakage suffered by a company or organisation holding the Beneficiary's personal data,
- cyber attack (phishing, ransomware),
- identity theft
- damage to its on-line reputation,
- e-bullying

Europ Assistance may also inform the Beneficiary of the preventive measures that make it possible to limit exposure to the risks of cybercrime.

This documentary information is provided for information purposes only, for educational and preventive purposes. Europ Assistance cannot be held responsible for any loss of any kind linked to the information provided.

The conversations held during this telephone assistance service are completely confidential.

7. EXCLUSIONS

Claims arising from the following are excluded:

- **civil or foreign war, riots, civil commotion, acts of terrorism, disaster.**
- **intentional participation by the Beneficiary in riots or strikes, affray or acts of violence**
the disintegration of the atomic core or any irradiation from an energy source presenting a radioactive character,
- **the use of medications, drugs, narcotics and similar products not under medical prescription and the abuse of alcohol,**
- **an intentional act on the part of the Beneficiary or a fraudulent act, attempted suicide or suicide,**
- **an incident that occurs during trials, races or motor sport competitions (or tests) subject, according to current regulations, to the prior authorisation of the public authorities when the Beneficiary takes part as a competitor, or during tests on the track subject to the prior approval of public authorities, even if the Beneficiary uses his/her own vehicle,**
- **an incident taking place in countries to which the cover in the assistance agreement does not apply or outside of the term of the policy, namely after the dates of travelling Abroad,**

Also excluded are:

- **Requests which fall within the competence of local emergency rescue or primary transport organisations, such as the ambulance service or fire brigade, and the related expenses,**
- **Costs incurred without the agreement of Europ Assistance or not expressly provided for in this assistance agreement,**
- **Costs not supported by original documents,**
- **Non-redeemable excess charges in the case of vehicle rental,**
- **The cost of fuel and tolls,**
- **Customs duties,**
- **Catering expenses,**
- **The consequences of a quarantine and/or travel restriction measures decided by a competent authority, which could affect the Beneficiary(ies) before or during their travel;**
- **travel to a country, region or area to which travel is formally discouraged by the government authorities of the Beneficiary's country of Residence on the date of departure.**

EXCLUSIONS SPECIFIC TO ASSISTANCE

Europ Assistance may not, under any circumstances, stand in for local emergency services.

In addition to the Exclusions common to all benefits listed above, the following are excluded:

- the consequences of exposure to biological infectious agents, exposure to chemical agents such as combat gases, exposure to incapacitating agents, exposure to nerve agents or agents with persistent neurotoxic effects,
- pre-existing illnesses and/or injuries diagnosed and/or treated which have been the subject of continuous hospitalisation, day hospitalisation or outpatient hospitalisation in the 6 months prior to any claim, whether as a result of the manifestation or aggravation of the said condition,
- trips undertaken for the purpose of a diagnosis and/or medical treatment or plastic surgery, as well as their consequences and the resulting expenses,
- the organisation and payment of the transport referred to in the chapter "Transfer and/or Repatriation of the Beneficiary" for minor ailments that can be treated on the spot and that do not prevent the trip or the stay from continuing,
- requests for assistance relating to medically assisted procreation and its consequences or voluntary termination of pregnancy and its consequences,
- requests relating to reproduction or carrying a child for another, and the consequences,
- devices and prostheses (dental, auditive, medical),
- non-emergency dental treatment, its consequences and costs
- spa treatments and the resulting expenses,
- medical expenses incurred in the Beneficiary's Home Country,
- planned hospitalisation, its consequences and the resulting expenses,
- optical expenses (e.g. glasses and contact lenses),
- vaccines and vaccination fees,
- medical check-ups and related expenses, and their consequences,
- cosmetic procedures, the costs arising from them and their consequences,
- in a rest home and the resulting expenses,
- rehabilitation, physiotherapy, chiropractic, osteopathy, the costs arising therefrom, and their consequences,
- medical or paramedical services and the purchase of products whose therapeutic nature is not recognised by French legislation, and the resulting expenses,
- health check-ups for preventive screening, regular treatments or analyses, and the related costs,
- search and rescue operations for people in the mountains, at sea or in the desert, and the fees connected to these,
- the costs of excess weight of luggage when transported by air and the costs of transporting luggage when it cannot be transported with the Beneficiary,
- holiday cancellation fees,
- off-piste ski rescue costs.

8. LIMITS OF LIABILITY

Europ Assistance may not, under any circumstances, stand in for local emergency services.

Europ Assistance cannot be held responsible for any shortcomings or delays in the performance of benefits resulting from:

- cases of force majeure as usually recognised by the case law of the competent courts and tribunals or from the following events: civil or foreign wars, riots, notorious political instability, acts of terrorism, reprisals, restrictions to the free movement of persons and goods (for whatever reason, in particular health, safety, meteorological, etc.), limits on aeronautical traffic, strikes and industrial action, explosions, disintegration of the atomic nucleus.
- delays in obtaining and/or failure to obtain administrative documents, such as entry and exit visas, passports, etc. required for the Insured Party to travel into or out of the country he/she is located in or for him/her to enter the country in which Our doctors recommended that he/she be hospitalised.
- recourse to local public services or to providers to which Europ Assistance is obliged to resort under local and/or international regulations.

9. EXCEPTIONAL CIRCUMSTANCES

Passenger carriers (including airlines) are likely to impose restrictions on persons suffering from certain medical conditions or pregnant women, which are applicable until the start of the journey and which may be modified without prior notice (e.g. for airlines: medical examination, medical certificate, etc).

As a result, the repatriation of these persons can only be carried out subject to the absence of refusal by the carrier and, of course, the absence of an unfavourable medical opinion (as provided for and in accordance with the terms and conditions set out in the "transfer and/or repatriation" section) with regard to the health of the Beneficiary and/or the unborn child.

PART III - POLICY FRAMEWORK

1. INFORMATION ON CONDITIONS

This document constitutes the information leaflet that Compte Nickel undertakes to provide to the NICKEL CHROME Card Holder. The Information Leaflet for the assistance agreement signed between Financière des Paiements Électroniques and Europ Assistance defines the terms and conditions of entry into force, the scope of the cover and the formalities to be completed in the event of a need for assistance.

It is valid from **01/07/2022 00:00 GMT** until the publication of the next Information Leaflet.

Under the terms of the agreement signed between Financière des Paiements Électroniques and Europ Assistance, proof of delivery of the information leaflet to the NICKEL CHROME Card Holder is the responsibility of Compte Nickel.

In the event the conditions of the agreement are modified or if it is terminated, Compte Nickel undertakes to inform the NICKEL CHROME Card Holder by any means at its convenience at least three months before the effective date of the modification or termination.

2. COMMENCEMENT AND DURATION OF COVER

The policy cover starts on the same date and for the same duration, including renewal(s), as the insurance card issued by Financière des Paiements Électroniques following subscription to the NICKEL CHROME card offer.

3. EFFECTIVE DATE OF COVER

The assistance services shall be provided during the period of validity of the Insurance Card until its expiry date, whatever the cause.

However, declaring the Insurance Card lost or stolen does not affect this cover.

4. TERMINATION OF COVER AND BENEFITS

Policy cover ceases automatically:

- in the event of withdrawal or non-renewal of the Insurance Card by Financière des Paiements Électroniques and/or the Card Holder;
- if the Card Holder signs up to a higher-level Nickel offer during the year;
- in the event of closure, for whatever reason, of the Nickel Account opened with Financière des Paiements Électroniques;
- in case of termination of the partnership between EUROP ASSISTANCE and Financière des Paiements Électroniques, on the date communicated by the latter to the Card Holders.

5. SUBROGATION

After incurring costs under the insurance and/or assistance cover, Europ Assistance is subrogated to the rights and actions that the Beneficiary may have against third parties responsible for the claim, as provided for in Article L 121-12 of the Insurance Code. The subrogation is limited to the amount of the costs that Europ Assistance has incurred in the execution of the general conditions of the insurance and/or assistance cover.

6. PERIOD OF LIMITATION

In compliance with the Insurance Code :

Article L 114-1

All actions stemming from an insurance policy are limited to a period of two years starting from the event giving rise to it.

This period does not however start:

- in the event of non-disclosure, omission, false or inaccurate statements on the risk incurred, from the day on which the Insurer became aware of it;
- in the event of a claim, from the day on which the interested parties became aware of it, if they can prove that they were unaware of it until then.

When the action of the Insured Party against the Insurer is due to the recourse of a third party, the limitation period only starts from the day on which this third party has taken legal action against the Insured Party or has been compensated by this Insured Party.

The limitation period is extended to ten years in life insurance policies where the Beneficiary is a person other than the policyholder and, in personal accident insurance policies, where the Beneficiaries are the rightful claimants of the deceased policyholder.

Article L114-2

The limitation period is interrupted by one of the ordinary interruption causes and by the designation of experts following a claim. The limitation period may also be interrupted by the sending of a registered letter with acknowledgement of receipt by the Insurer to the Insured Party in relation to the payment of the premium and by the Insured Party to the Insurer in relation to the payment of the compensation.

The common reasons for interrupting a period of limitation are described in Articles 2240 to 2246 of the Civil Code: acknowledgement by the debtor of the right against which he/she was prescribing (Article 2240 of the Civil Code), a legal claim (Articles 2241 to 2243 of the Code civil), an act of forced execution (Articles 2244 to 2246 of the Civil Code).

Article L114-3

By way of derogation from Article 2254 of the Civil Code, the parties of the insurance policy cannot, even by common consent, alter the period of limitation or add to the reasons for its suspension or interruption.

7. FALSE DECLARATIONS

Any withholding of information or intentional misrepresentation on your part that changes the nature of the risk or reduces our assessment of it will render the contract null and void. Premiums paid remain the property of Europ Assistance and we shall be entitled to demand payment of premiums due (Article L113-8 of the Insurance Code).

Any omission or inaccurate declaration by the Beneficiary, without it being established that he/she acted in bad faith, results in the termination of the contract 10 days after notification sent to the Beneficiary by registered letter and/or application of the reduction in compensation (Article L113-9 of the Insurance Code).

8. FORFEITURE FOR FRAUDULENT DECLARATION

In the event of a claim or request for assistance, if you or your Beneficiaries knowingly use inaccurate documents or fraudulent means as proof or make inaccurate declarations or withhold information, you or your Beneficiaries will forfeit all rights to the assistance benefits provided for in this information leaflet, for which these declarations are required.

9. ACCUMULATION OF COVER

If the risks covered by this policy are covered by another insurance policy, the Beneficiary must inform Europ Assistance of the name of the Insurer with whom another insurance policy has been subscribed (Article L121-4 of the Insurance Code) as soon as they are aware of this information and at the latest when reporting a claim.

10. COMPLAINTS – DISPUTES

In the event of a complaint or dispute, the Beneficiary may contact the Customer Feedback Service of Europ Assistance at the following address:

- either by post:

Europ Assistance
Customer Complaints Department
23 avenue des Fruitières
CS 20021
93212 Saint-Denis cedex

- either by e-mail:

service.qualite@europ-assistance.fr

If the processing time exceeds ten working days, a letter of expectation will be sent to the Beneficiary within this period. A written response to the complaint will be sent within a maximum period of two months from the date of receipt of the initial complaint.

If the dispute persists after examination of the request by our Customer Complaints Department, the Beneficiary may refer the matter to the Mediator by post or on-line:

La Médiation de l'Assurance TSA 50110
75441 Paris Cedex 09 <http://www.mediation-assurance.org/>

The Beneficiary remains free to bring an action before the competent court at any time.

11. SUPERVISORY AUTHORITY

The supervisory authority is the French Prudential Supervision and Resolution Authority – ACPR, at 4 Place de Budapest, CS 92459, 75436 CEDEX 09.

12. APPLICABLE LAW AND LANGUAGE

This information leaflet, written in French, shall be interpreted and executed in accordance with French law.

13. PERSONAL DATA PROTECTION

Protecting your personal data is important to us. The purpose of this notice is to explain how we use your personal data and for what purposes. Please read this document carefully.

Which legal entity uses your personal data?

The controller is the natural or legal person, public authority, department or other body which, alone or jointly with others, determines the purposes and means of processing personal data.

The controller of your personal data is the Irish branch of Europ Assistance SA, located at Ground Floor, Central Quay, Block B, Riverside IV, SJRQ, Dublin 2, DO2 RR77, Ireland: a branch registered with the Irish Companies Registration Office under number 907089.

Europ Assistance SA is a company registered under the *Code des Assurances* (French Insurance Code) with its head office at 2 rue Pillet-Will, 75009 Paris, France: it is a *société anonyme* (French public limited company) registered in the Paris Trade and Companies Register under number 450 366 405.

If you have any questions regarding the processing of your personal data, please contact our Data Protection Officer at the following address:

Europ Assistance S.A Irish branch, DPO
Ground Floor, Central Quay, Block B, Riverside IV, SJRQ, Dublin 2, DO2 RR77, Ireland
EAGlobalDPO@europ-assistance.com

How do we use your personal data?

We use your personal data for:

- insurance underwriting and risk management;
- the underwriting and administration of policies;
- checking the eligibility of services;
- the management of losses and claims.

This processing is based on your contract.

The Insurer will use your personal data depending on its legitimate interests in order to:

- prevent fraud;
- carry out customer satisfaction surveys.

In the context of the aforementioned activities, we may use your personal data because the processing of these data is necessary for you to receive insurance cover or for the performance of pre-contractual measures (processing necessary for the performance of a contract in accordance with Article 6 e) of the European Data Protection Regulation).

What personal data do we use?

Only personal data strictly necessary for the purposes mentioned above will be processed. In particular, the processing manager will handle:

your name, address (postal and e-mail), identifier on the back of the Nickel card and identification documents;
Your bank data necessary for premium payment.

With whom do we share your personal data?

We may share your personal data with other companies of the Europ Assistance Group or companies of the Generali Group, external organisations such as our auditors, reinsurers, claims managers, agents and entities in charge of performing a service or paying compensation as part of your insurance.

To where do we transfer your personal data?

We may transfer your personal data to countries, territories or organisations located outside the European Economic Area (EEA) and which are not known for offering an adequate level of protection by the European Commission, such as the USA. This will be the case in particular if you request the implementation of insurance cover while you are staying in one of these countries.

The transfer of personal data to non-European entities will be done on condition that appropriate security measures are put in place, in accordance with applicable legislation and in accordance with the standards of clauses drafted by the European Commission. By contacting our Data Protection Officer, you can obtain information on these measures and, if applicable, a copy of them.

What are your rights with regard to your personal data?

You can exercise the following rights with regard to your personal data:

Right to access your personal data: you can request access to your personal data;

Right to correct your personal data: you can ask us to correct any of your personal data that is inaccurate or incomplete;

Right to the deletion of your personal data: you can ask us to delete personal data if one of the following reasons applies:

The personal data is no longer necessary for the purposes for which it was collected or processed;

You withdraw the consent on which the processing is based and if there is no other legal ground for the processing;

You object to an automated decision being taken that concerns you and there are no compelling legitimate grounds for the processing, or you object to processing for direct marketing purposes;

The personal data has been the subject of illegal processing;

Personal data must be deleted to comply with a legal obligation.

Right to limitation of processing your personal data: You may request to restrict your personal data if one of the following reasons applies:

You challenge the accuracy of your personal data and request the restriction to last as long as is necessary for us to verify its accuracy;

Illegal processing and you oppose the deletion of your personal data and request the restriction of its use instead;

We no longer need the personal data for the purposes of the processing, but you still need them for the establishment, exercise or defence of legal claims;

You have objected to the use of an automated processing process for your personal data and we verify that our legitimate grounds for processing your data do not override yours;

Right to portability of your personal data: personal data in a structured format, commonly used and readable by a machine.

Right to issue guidelines on what happens to your data after death.

Your rights, including the right to object, can be exercised by contacting our Data Protection Officer by e-mail: EAGlobalDPO@europ-assistance.com

Your exercise request is free unless it is manifestly unfounded or excessive.

How do you make a complaint to assert your rights relating to your personal data?

You have the right to lodge a complaint with a supervisory authority.

The contact details for this supervisory authority are provided below:

Irish authority:

Office of the Data Protection Commissioner
Canal House, Station Road
Portarlinton
R32 AP23, Co.Laois
IRELAND

Or by e-mail: info@dataprotection.ie

French authority:

Commission Nationale de l'Informatique et des Libertés
3, Place de Fontenoy – TSA 80715
75334 PARIS CEDEX 07

You may contact the CNIL via its on-line complaints tool:

<https://www.cnil.fr/plaintes>

Or by phone:

+33 (0)1 53 73 22 22

For how long do We keep your personal data?

We keep your personal data for 5 years after the end of the policy period.

**INSURANCE INFORMATION LEAFLET No. XU4
NICKEL CHROME card**

INFORMATION LEAFLET

THE INSURER

Europ Assistance

EUROP ASSISTANCE SA, a *Société Anonyme* (French Public Limited Company) governed by the *Code des assurances* (French Insurance Code), with a share capital of €48,48,123,637, having its registered office located at 2 rue Pillet Will, 75009 Paris, France, registered in the Trade and Companies' Register of Paris under number 451 366 405, acting for the purposes of this insurance policy through its Irish branch EUROP ASSISTANCE SA IRISH BRANCH, whose main place of business is at Ground Floor, Block B, Central Quay, Riverside IV, SJRQ, Dublin 2, DO2 RR77, Ireland and is registered with the Irish Companies Registration Office under number 907089.

THE POLICYHOLDER

Financière des Paiements Electroniques (FPE)

a *Société par Actions Simplifiée* (simplified company limited by shares), registered in the Créteil Trade and Companies Register under number 753 886 092, with a share capital of €770,440, whose registered office is at 1 place des Marseillais, 94220 Charenton-le-Pont

Information leaflet no. **XU4** taken out with Europ Assistance by Financière des Paiements Électroniques on behalf of natural persons who are the holders of a NICKEL CHROME card.

FOR ANY REQUEST:

You must report your claim directly on the website <https://nickel.europ-assistance.fr>.

**You can also contact us by telephone: +33 (0)1 41 85 98 67,
Or by post to the following address: Europ Assistance - Insurance Claims Service
23 avenue des Fruitiers – CS 20021 – 93212 Saint-Denis cedex**

Your NICKEL CHROME Card also comes with assistance cover. To find out what it contains and how to apply it, please refer to the assistance information leaflet no. XU3 for your NICKEL CHROME card.

This Notice is applicable from 01/07/2022

Table of Contents

PART I - COMMON PROVISIONS.....	28
1. DEFINITIONS COMMON TO ALL COVER.....	28
2. SUBJECT OF THE POLICY	28
3. CONDITIONS AND SCOPE	29
4. TERRITORIAL EXCLUSIONS.....	29
5. INTERNATIONAL SANCTIONS.....	29
PART II - DESCRIPTION OF INSURANCE COVER	30
1. DEFINITIONS SPECIFIC TO TRAVEL COVER	30
2. “TRAVEL ACCIDENT” COVER.....	31
2.1 PURPOSE OF THE COVER.....	31
2.2 EVENTS COVERED.....	31
2.3 DURATION OF COVER.....	32
2.4 DOCUMENTS AND EVIDENCE TO BE ATTACHED TO THE CLAIM FORM	32
2.5 CALCULATION OF THE INDEMNITY: DISABILITY SCALE.....	33
2.6 SPECIAL EXCLUSIONS.....	33
3. “CANCELLATION/POSTPONEMENT/INTERRUPTION OF TRIP” COVER.....	34
3.1 PURPOSE OF THE COVER	34
3.2 EVENTS COVERED.....	34
3.3 DURATION OF COVER.....	35
3.4 SPECIAL EXCLUSIONS.....	35
4. “DELAYED FLIGHT AND TRAIN” COVER.....	36
4.1 PURPOSE OF THE COVER	36
4.2 COVERED EVENTS.....	36
4.3 CONDITIONS FOR IMPLEMENTATION OF COVER	36
4.4 DURATION OF COVER.....	36
4.5 PARTICULAR EXCLUSIONS	37
5. “DELAYED BAGGAGE” COVER.....	37
5.1 PURPOSE OF THE COVER	37
5.2 DURATION OF COVER.....	37
5.3 PARTICULAR EXCLUSIONS	37
6. “LOSS / THEFT / DAMAGE OF BAGGAGE” COVER.....	38
6.1 PURPOSE OF THE COVER	38
6.2 PARTICULAR EXCLUSIONS	38
7. “PUBLIC LIABILITY ABROAD” COVER.....	38
7.1 PURPOSE OF THE COVER	38
7.2 DURATION OF COVER.....	39
7.3 PARTICULAR EXCLUSIONS	39
8. “SNOW AND MOUNTAIN” COVER	39
8.1 PURPOSE OF THE COVER.....	39
8.2 MEDICAL FEES	39

8.3 PUBLIC LIABILITY.....	40
8.4 DEFENCE AND RECOURSE.....	40
8.5 PERSONAL MOUNTAIN SPORTS EQUIPMENT FAILURE	41
8.6 REIMBURSEMENT OF SKI PASSES AND SKI LESSONS	41
8.7 DURATION OF COVER.....	41
8.8 PARTICULAR COVER EXCLUSIONS	42
9. "DAMAGE TO RENTAL VEHICLES" COVER.....	42
9.1 DEFINITIONS APPLICABLE TO THE DAMAGE TO RENTAL VEHICLES COVER.....	42
9.2 PURPOSE OF THE COVER.....	42
9.3 DURATION OF COVER.....	43
9.4 COMPENSATION LIMITS	43
9.5 PARTICULAR EXCLUSIONS	43
9.6 SETTLEMENT OF CLAIMS	44
10. PURCHASING COVER	44
10.1 "REMOTE PURCHASING" COVER.....	44
10.2 "FRAUDULENT USE" COVER	47
10.3 "THEFT OF PERSONAL BELONGINGS" COVER.....	49
10.4 "EXTENDEDWARRANTY" COVER	50
PART III - COMMON EXCLUSIONS.....	52
PART IV - CONDITIONS FOR REPORTING A CLAIM	52
1. TIME-FRAME FOR REPORTING A CLAIM.....	52
2. DOCUMENTS AND EVIDENCE TO INCLUDE WITH THE CLAIM REPORT.....	52
3. CONTACT INFORMATION FOR REPORTING A CLAIM.....	54
4. PAYMENT OF COMPENSATION.....	54
5. EXPERTISE.....	54
PART V - POLICY FRAMEWORK.....	55
1. INFORMATION ON CONDITIONS	55
2. START AND DURATION OF COVER.....	55
3. EFFECTIVE DATE OF COVER	55
4. TERMINATION OF COVER AND BENEFITS.....	55
5. SUBROGATION.....	56
6. PERIOD OF LIMITATION	56
7. FALSE DECLARATIONS.....	56
8. FORFEITURE FOR FRAUDULENT DECLARATION.....	57
9. ACCUMULATION OF COVER	57
10. COMPLAINTS – DISPUTES	57
11. SUPERVISORY AUTHORITY.....	57
12. APPLICABLE LAW AND LANGUAGE.....	57
13. PERSONAL DATA PROTECTION	58

PART I - COMMON PROVISIONS

1. DEFINITIONS COMMON TO ALL COVER

In this document, the following words, whether in the singular or plural and as long as the first letter of the word is capitalised, are defined as follows (each cover description may contain specific definitions)

Accident

This means any unintentional bodily injury caused by the Insurance Card Holder as a result of the sudden action of a medically certified external cause.

It is specified that the sudden onset of an illness shall not be considered to be an Accident.

Claim

Refers to the occurrence of a harmful event likely to lead to the application of a cover in this Information Leaflet.

The date of the Claim is the date on which the harmful event occurs, that is to say the one which constitutes the event giving rise to the damage.

Excess

Means the sum fixed as a lump sum or proportionally to the policy and to be paid by the Card Holder in the event of compensation following a Claim. The Excess can be expressed in currency, in hours or in days.

Force Majeure

Means any unforeseeable, unavoidable and external event that makes it absolutely impossible to perform the policy, as usually recognised by the case law of French courts and tribunals.

Issuing Company

Société Financière des Paiement Électroniques (FPE)

Insurance Card

Refers to the valid NICKEL CHROME payment CARD issued by Financière des Paiements Electroniques (FPE), in its capacity as authorised issuer, made available to the Card Holder who has a Nickel account to which the cover is attached.

Illness

Means any deterioration of the Insured Party's health, duly noted by an authorised Medical Authority, requiring medical care and presenting itself in a sudden and unforeseen manner.

Third party

Any person other than:

- the Card Holder and his/her Spouse,
- their parents and children,
- employees, whether paid or not by the Insured Party, in the performance of their duties.

2. SUBJECT OF THE POLICY

The purpose of this Information Leaflet is to specify the reciprocal rights and obligations of Europ Assistance and the beneficiaries within the framework of the implementation of the insurance cover described below.

3. CONDITIONS AND SCOPE

Unless otherwise stipulated, the insurance cover can only be invoked if the insured service or the insured goods has (have) been paid for in full, by means of the Insurance Card before the occurrence of the Claim.

The non-renewal of the Insurance Card will result in the loss of the right to cover, unless the insured benefit or the insured property was paid for, in whole or in part, with the Insurance Card before the non-renewal.

Declaring the Insurance Card lost or stolen does not affect this cover.

In the case of vehicle rental, if payment is made at the end of the rental period, the Card Holder must provide proof of a reservation using the Insurance Card prior to the handover of the vehicle keys, such as a pre-authorisation.

If payment has not been made by means of the Insurance Card, none of the insurance cover described in this Information Leaflet can be granted.

4. TERRITORIAL EXCLUSIONS

Countries are excluded which, on the date of departure, are in a state of civil or foreign war, notorious political instability or are subject to natural disasters, popular movements, riots, acts of terrorism, reprisals, restrictions on the free movement of persons and goods (for whatever reason, in particular health, security, meteorological, etc.) or the disintegration of the atomic nucleus or any irradiation from a source of energy of a radioactive nature.

5. INTERNATIONAL SANCTIONS

The Insurer will not provide any cover, benefits or services described in the insurance policy if this would expose the Insurer to any international sanction, ban or restriction as defined by the United Nations, and/or France and/or the European Union, and/or the United Kingdom and/or the United States of America. More information is available at <https://www.europ-assistance.com/en/who-we-are-international-regulatory-information/> (in English) or <https://www.europ-assistance.com/fr/who-we-are-international-regulatory-information/> (in French)

As such, and cumulatively with any other territorial exclusions defined in this document, services are not provided in the following countries and territories: Afghanistan, Belarus, Burma/Myanmar, Crimea and the Donetsk and Lugansk regions, Cuba, Iran, North Korea, Russia, Syria and Venezuela.

PART II - DESCRIPTION OF INSURANCE COVER

1. DEFINITIONS SPECIFIC TO TRAVEL COVER

For the sake of clarity, the following definitions are used:

Baggage

Means any item taken on the Trip, or acquired during the Trip.

Beneficiary

In the event of accidental death, the Beneficiary is, unless otherwise stipulated by the Insured Party by means of a written and signed provision, the surviving unseparated or de facto spouse and not divorced of the Insured Party, failing which the children born or to be born of the Insured Party in equal shares, failing which the rightful claimants of the Insured Party.

Insured Party

- the Card Holder,
- his/her spouse who is not legally or de facto separated and not divorced, his/her cohabiting partner or a partner who has entered into a valid civil partnership (PACS),
- their children and grandchildren, under 25 years of age, if they are tax dependents of at least one of their parents,
- their parents and children who are holders of a disability card with a permanent disability rate of at least 80% (Art. L.241 -3 -3 of the French Social Action and Families Code) living under the same roof as the Insurance Card Holder, in accordance with the terms of Article 196 A bis of the CGI (General Tax Code) and:
 - dependent for tax purposes, or
 - to whom maintenance payments are made by the Insurance Card Holder, his/her spouse or cohabiting partner, enabling them to benefit from a deduction on their income tax return.
- Employees, up to a maximum of two per Trip.

The Insured Party Parties are covered when travelling alone or together. However, Employees are only covered if they travel with the Card Holder.

Form and consequences of acceptance of the benefit of the cover:

Acceptance may take the form either of an endorsement signed by the Insurer, the Insured Party and the Beneficiary, or of a deed or private deed signed by the Insured Party and the Beneficiary and notified in writing to the Insurer.

The acceptance of the Beneficiary makes his/her designation irrevocable and no modification can be made without his/her agreement.

In all other cases covered, the Beneficiary is the Insured Party.

Card Holder

A natural person residing in metropolitan France, Martinique, La Réunion, Guadeloupe, French Guiana or Mayotte, who is the holder of a valid insured NICKEL CHROME card issued by the Issuing Company.

Consolidation

Means the date from which the condition of the injured or ill person is considered medically stabilised.

Co-traveller

Any person travelling with the Card Holder whose identity is shown on the registration document.

Home

Means the main and usual place of residence of the Insured Party in metropolitan France, Martinique, Réunion, Guadeloupe, French Guiana or Mayotte, on the date of the claim, and whose address appears on his/her most recent

income tax return.

Pre- and post-carriage route

The most direct route to or from an airport, train station or terminal or return from the Home, or the usual place of work:

- as a passenger in a taxi or in a public land, air, water or sea transport vehicle licensed for the carriage of passengers,
- as a passenger or driver of a Rental Vehicle.

Permanent disability

A decrease in the physical or psychological potential of a person whose condition is consolidated.

Public transport

Any means of collective passenger transport, approved for the public transport of passengers and for which a transport licence has been issued.

Redemption value

In the first year after the date of purchase, the redemption value will be equal to the purchase price. Beyond that, it will be reduced by 25% in the second year following the date of purchase, and by 10% per year in subsequent years.

Rental vehicle

Refers to any four-wheeled motorised land vehicle, registered, used to transport people and hired from an authorised professional.

A replacement vehicle, lent by a garage, is also considered to be a Rental Vehicle when the Vehicle Owner's vehicle is immobilised for repairs, provided that this loan is the subject of an agreement in due form, together with an invoice.

Staff member

Employee, self-employed person or trainee over 16 years of age, who can prove, respectively, a valid employment contract, a self-employed contract or a training agreement, issued by the company of which the Card Holder is either an employee, self-employed person, partner, director or company officer.

Trip

Means any journey of more than 100 km around the Insured Party's Home or usual place of work.

Valuable items

Jewellery, furs, works of art and antiques, musical instruments, photographic, cinematographic, sound and image recording or reproduction equipment and their supports, or any other object whose purchase value is equal to or greater than €300 including VAT.

2. "TRAVEL ACCIDENT" COVER

2.1 PURPOSE OF THE COVER

The purpose of the policy is to cover the risks of death and permanent disability following an Accident occurring during a Trip taken by the Insured Party on board any means of public transport or in a hired Vehicle.

2.2 EVENTS COVERED

- ACCIDENT OCCURRING DURING A JOURNEY BY PUBLIC TRANSPORT
- In the event of immediate **accidental death** or death within 100 days of the date of the Accident, the Insurer will pay the Beneficiary a capital sum of **€310,000 (including VAT)**, per Claim and per family.

- In the event of **Permanent Disability** occurring within 2 years of the date of the Accident, the Insurer shall pay the Insured Party a maximum capital of **€310,000 (including VAT)** , variable according to the scale of disability shown in Article 2.5 below, per Claim and per family.

In the event of death before Definitive Consolidation of the Disability, the capital sum provided for in the event of death will be paid less any sums that may have been paid in respect of the Disability.

The two covers are not cumulative when they are the result of the same event.

In the event of several Insured Parties, the indemnity will be divided equally according to the number of Insured Parties injured.

- **ACCIDENT OCCURRING ON BOARD A RENTAL VEHICLE, AND FOR ANY PRE- OR POST-TRANSPORT JOURNEY**

- In the event of immediate **accidental death** or death within 100 days of the date of the Accident, the Insurer will pay the Beneficiary a capital sum of **€46,000 (including VAT)**, per Claim and per family.

- In the event of **Accidental Permanent Disability** occurring within 2 years of the date of the Accident, the Insurer shall pay the Insured Party a maximum capital of **€46,000 (including VAT)** , variable according to the scale of disability shown in Article 2.5 below, per Claim and per family.

In the event of death before Definitive Consolidation of the Disability, the capital sum provided for in the event of death will be paid less any sums that may have been paid in respect of the Disability.

The two covers are not cumulative when they are the result of the same event.

In the event of several Insured Parties, the indemnity will be divided equally according to the number of Insured Parties injured.

- **DISAPPEARANCE OF THE INSURED PARTY**

In the event of the disappearance of the Insured Party whose body is not found within one year of the disappearance or destruction of the means of land, air or sea transport in which he/she was travelling at the time of the Accident, it shall be presumed that the Insured Party died as a result of this Accident.

2.3 DURATION OF COVER

The cover applies during the first 90 days of the Trip.

2.4 DOCUMENTS AND EVIDENCE TO BE ATTACHED TO THE CLAIM FORM

To invoke the cover, the Insured Party or the Beneficiary must provide the following original or certified documents:

- a copy of an official identity document,
- proof of payment of the travel or accommodation services using the Insurance Card (bank statement, invoice),
- A death certificate or medical certificates establishing the disabilities (medical expert report),
- the accident report issued by the French or local authorities,
- any witness statements establishing the materiality or importance of the Accident,
- the contact details for the Notary handling the estate.

The Insured Party must submit to any medical assessment requested by Europ Assistance.

Depending on the situation of the Insured Party or Beneficiary, Europ Assistance may, in particular, ask him/her for:

- a certificate of known cohabitation issued prior to the date of the claim or a civil partnership certificate (PACS) issued by the registry of the *Tribunal d'Instance* (district court) and prior to the date of the claim,
- A Family handbook.

In all cases, in addition to the documents to be provided, Europ Assistance may request, depending on the circumstances of the Claim, any additional document to assess the validity of the claim.

2.5 CALCULATION OF THE INDEMNITY: DISABILITY SCALE

DISABILITY SCALE			
• Complete loss:	RIGHT		LEFT
of the arm	70%		60%
of the forearm or hand	60%		50%
of the thumb	20%		17%
of the index finger	12%		10%
of the middle finger	6%		5%
of the ring finger	5%		4%
of the little finger	4%		3%
of the thigh		55%	
of the leg		40%	
of 2 limbs		100%	
of the foot		40%	
of the big toe		8%	
of the other toes		3%	
of 2 eyes		100%	
of visual acuity or of an eye		25%	
• Complete deafness that cannot be repaired		60%	
• Untreatable complete deafness in one ear		10%	
• Total and incurable mental illness		100%	

The amount of compensation can only be determined after consolidation, i.e. after the date on which the consequences of the Accident have stabilised. This condition must be recognised as such by a French medical authority recognised by Europ Assistance (list of medical experts approved by the *Tribunaux de Grande Instance* (High Courts)). The final rate after an Accident which affects a limb or organ already injured will be equal to the difference between the rate determined from the table and its conditions of application and the rate prior to the Accident.

If the Insured Party is the victim of a disability that is not listed in the "Disability scale" table above, Europ Assistance determines the corresponding rate of disability by comparing its severity to that of the cases provided for in the said table, without the victim's professional activity being taken into account to determine the severity of the disability.

If it is medically established that the Insured Party is left-handed, the rate of disability for the right upper limb applies to the left upper limb and vice versa.

If the Accident results in more than one injury, the rate of incapacity used to calculate the sum we will pay will be calculated by applying to the rate in the above scale the method used to determine the rate of incapacity in the event of an accident at work, without the overall rate exceeding 100%.

The application of the above scale assumes in all cases that the consequences of the Accident are not aggravated by the action of a previous illness or infirmity and that the victim has undergone appropriate medical treatment. If this were not the case, the rate would be determined by taking into account the consequences that the Accident would have had on a person in a normal physical state and having received rational treatment.

2.6 SPECIAL EXCLUSIONS

In addition to the exclusions common to all cover, the following are also excluded:

- journeys made on board aircraft hired by the Insured Party for private or professional purposes,
- bodily injury resulting from participation in a military period or military operations, as well as during the performance of national service,

- **bodily injury resulting from injuries caused directly or indirectly, partially or wholly by:**
 - any form of illness,
 - bacterial infections with the exception of phylogenetic infections resulting from an accidental cut or wound,
- **medical or surgical procedures unless they are the result of the Accident.**

3. "CANCELLATION/POSTPONEMENT/INTERRUPTION OF TRIP" COVER

3.1 PURPOSE OF THE COVER

The purpose of this cover is to reimburse the Insured Party:

- in the event of cancellation of the Trip, reimbursement of the non-recoverable expenses provided for in the contractual terms and conditions of sale of the tour operator applicable on the second working day following the date of the occurrence of the Claim,
- in the event of postponement of the departure of the Trip, reimbursement of the portion of the services not reimbursed by the carrier or the organiser and not used (calculated on a *pro rata temporis* basis), as well as the assumption of responsibility for the possible additional cost of the outward ticket,
- in the event of interruption of the Trip, reimbursement of the portion of the services not reimbursed by the carrier or the organiser and not used (calculated on a *pro rata temporis* basis), as well as payment of the possible additional cost of the return ticket, following an insured event, up to a maximum of **€5,000 (including VAT)** per Insured Party and, for each of them, per calendar year.

Cover begins at the time of departure and runs for the first 90 days of the Trip.

3.2 EVENTS COVERED

- **Illness or Accident:**
 - of the Card Holder,
 - of the Spouse,
 - of a Relative,
 - of one or more of the Co-travellers,
 - of the partners of the Insured Party or any other person required to replace the Insured Party in the context of his/her professional work.

In all cases, acceptance of the claim application is subject to the medical opinion of the Insurer's medical advisor, who reserves the right to carry out any medical check he/she deems useful.

- **The death:**
 - of the Card Holder,
 - of the Spouse,
 - of a Relative,
 - nephews, nieces, uncles, aunts of the Card Holder or Spouse,
 - of one or more of the Co-travellers,
 - of the partners of the Insured Party or any other person required to replace the Insured Party in the context of his/her professional work.

- **Serious material damage to the Insured Party:**
 - in its immovable property,
 - in his/her work tool when he or she is a farmer, trader, professional or company director.

- **Economic redundancy**
 - of the Card Holder,
 - of his/her Spouse,

provided that the procedure was not initiated prior to the purchase of the Trip. It is specified that the invitation to the interview prior to dismissal is part of the procedure.

- **The granting of an internship or employment provided that the Insured Party was registered as unemployed and the internship or employment begins before and continues during the Trip, or begins during the Trip.**

- The deletion or change by the Insured Party's employer of the Insured Party's holiday dates where the holiday request had been accepted by the employer prior to the purchase of the Trip. In this case, the indemnity will be reduced by an Excess corresponding to **20%** of the total amount of the costs incurred by the Insured Party for the cancellation, postponement or interruption of the Trip. **This event is not covered when the Insured Parties can take, modify or cancel their holidays without the validation of a hierarchical superior (e.g.: executives, managers and legal representatives of the company).**
- The professional transfer, travel assignment or expatriation of the Insured Party imposed by the employer, when the decision was notified to the Insured Party at least two months before the date of return from the Trip.

3.3 DURATION OF COVER

Trip Cancellation/Postponement

- *Illness/Accident/Death*

Cover begins to run from the time of purchase of the Trip and ends at the time of departure.

The date of the Claim is the date of the first medical observation of the Illness or the Accident.

- *Serious material damage*

Cover starts 10 days before departure and ends at the time of departure.

- *Economic redundancy*

Cover begins to run from the time of purchase of the Trip and ends at the time of departure.

- *Other reasons for cancellation*

Cover begins to run from the time of purchase of the Trip and ends at the time of departure.

In the case of a professional transfer, travel assignment or expatriation, the date of the Claim is the date of notification of the decision to the Insured Party.

3.4 SPECIAL EXCLUSIONS

In addition to the common exclusions, the following are also excluded:

- **cancellation, postponement or interruption due to the non presentation, for any reason other than those provided for in this information leaflet, of one of the documents required for the trip (identity card, passport, visas, transport tickets, vaccination booklet, driving licence),**
- **cancellation, postponement or interruption of the trip by the carrier or the organiser for any reason whatsoever,**
- **cancellations, postponements or interruptions of the trip caused by the insured or the persons included in the cover and resulting from the circumstances specified below:**
 - **minor ailments or injuries that can be treated at the place of stay,**
 - **disorders of psychological origin, whether reactionary or not, including anxiety attacks and nervous breakdowns, except where these disorders have led to hospitalisation for at least three days,**
 - **forgetting to vaccinate,**
 - **any treatment, surgery, cure, to which the insured party voluntarily submits,**
 - **the specific consequences of pregnancy, unless it is considered pathological, and in all cases, pregnancy from the first day of the seventh month, voluntary termination of pregnancy and in vitro fertilisation.**

IMPORTANT: The cancellation insurance fee paid to the Tour operator or travel agency is not refunded if the Insured Party has forgotten to decline it, or if it is automatically included in a package accepted by the Insured Party.

4. "DELAYED FLIGHT AND TRAIN" COVER

4.1 PURPOSE OF THE COVER

During a Trip and if a covered event occurs, the Insured Party will be compensated for the following initially unforeseen expenses:

- meals and beverages,
- hotel costs,
- return transfer costs from the airport or station to the hotel,
- expenses linked to changing or buying another transport ticket when the flight or train on which the Insured Party was travelling prevented them from taking the form of transport for which the ticket had been paid for with the Insurance Card prior to departure, to reach the final destination.

The maximum total compensation shall not exceed **€450 including tax** per Claim, regardless of the number of Insured Parties. For the same trip, this compensation limit is common with the "delayed baggage" cover.

The cover is granted for the events covered below subject to the conditions stated below.

4.2 COVERED EVENTS

- delay or cancellation of a scheduled flight,
- delay or cancellation of a charter flight,
- delay or cancellation of a train,
- refusal of admission on board in the event of over-booking,
- confirmed delay on a flight on which the Insured Party was travelling to reach the place of connection which does not prevent them from boarding a confirmed connecting flight,
- delay of more than one hour of a means of public transport used by the Insured Party to reach the airport or station in order to board the confirmed flight or to take the train they have booked.

4.3 CONDITIONS FOR IMPLEMENTATION OF COVER

Only the following shall be covered:

- scheduled flights by airlines for which timetables are published (in the event of dispute, the "ABC WORLD AIRWAYS GUIDE" shall be deemed the reference to determine flight and connecting flight times),
- charter flights leaving from a European Union member state,
- railway companies and scheduled public transport means for which timetables are published and known in advance.

Only the following arrival delays shall be covered:

- in excess of 4 hours for a scheduled flight,
- in excess of 6 hours for a charter flight,
- in excess of 2 hours for a train,

and if no replacement form of transport is provided to the Insured Party by the carrier within:

- 4 hours for a scheduled flight,
- 6 hours for charter flights,
- 2 hours for a train,
- depending on the initial time of departure (or arrival for a connection) of the flight or train booked and confirmed.

4.4 DURATION OF COVER

The cover begins following the delay of the flight or train for the outward trip in relation to the initial departure time.

The cover ends:

- as soon as the flight or train leaves on the return journey,

- at the time of the last flight for a return with stops,
- at the time of the last train for a return with changes.

4.5 PARTICULAR EXCLUSIONS

In addition to the exclusions common to all types of cover, the following are also excluded:

Refusal by the Insured Party to take a similar form of transport provided; the temporary or permanent withdrawal of an aircraft which has been ordered by the airport authorities, the civil aviation authorities or by a similar body and which has been announced before the date of departure of the covered Trip.

5. "DELAYED BAGGAGE" COVER

5.1 PURPOSE OF THE COVER

If Baggage, duly checked-in by the Insured Party, placed under the responsibility of the public carrier with which the Insured Party is travelling, is not delivered to the Insured Party within four hours of arrival at their destination, the Insured Party shall be compensated for essential purchases of an indispensable and urgent nature: clothing and toiletries that are contained in the delayed baggage.

Under penalty of forfeiture, except in the case of unforeseen circumstances or Force Majeure, the Insured Party must inform the airline's competent authorities immediately of the absence of Baggage and obtain a receipt of declaration of delay.

PLEASE NOTE:

Only scheduled flights by airlines for which timetables are published (in the event of dispute, the "ABC WORLD AIRWAYS GUIDE" shall be deemed the reference to determine flight and connecting flight times) and scheduled public transport means for which timetables are published and known in advance shall be covered.

The maximum total compensation shall not exceed **€450 including tax** per Claim, regardless of the number of Insured Parties, after deduction of any compensation paid by the carrier. For the same Trip, this compensation limit is common with the "delayed flight and train" cover.

The compensation shall be paid upon presentation of proof of purchase of clothing and toiletries, minus any sum already paid by the public carrier.

5.2 DURATION OF COVER

The cover takes effect when the delay exceeds 4 hours in relation to the Insured Party's arrival time at the airport or station. It stops on the date on which the Insured Party returns to their Home.

5.3 PARTICULAR EXCLUSIONS

In addition to the common exclusions defined in Article 5, the following are also excluded:

- embargo, confiscation, capture or destruction by order of a government or public authority,
- articles purchased after the carrier has returned the baggage, or purchased more than 4 days after the time of arrival at the destination airport or station, even if the baggage has still not been delivered to the Insured Party,
- expenses incurred by the Insured Party upon arrival of the aircraft or train, at the end of the return Trip (arrival at home), regardless of the baggage delivery time,
- the purchase of non-emergency items for pleasure or everyday use, in particular perfume, luxury products, essential items purchased before expiry of the 4-hour delay period.

6. "LOSS / THEFT / DAMAGE OF BAGGAGE" COVER

6.1 PURPOSE OF THE COVER

If, during the Trip, the Baggage duly checked-in by the Insured Party, placed under the responsibility of the public carrier, is lost, stolen, totally or partially damaged, the Insured Party shall be compensated for the applicable reimbursement Value, i.e.:

- during the first year following the date of purchase, the reimbursement value shall be equal to the purchase price,
- after this, it shall be reduced by 25% in the second year following the date of purchase, and 10% per year for subsequent years.

Under penalty of forfeiture, except in the case of unforeseen circumstances or Force Majeure, the Insured Party must inform the airline's competent authorities immediately of the absence of Baggage and obtain a receipt of declaration of loss.

The Insurer shall intervene after exhaustion and exclusively in addition to the compensation that must be paid by the carrier, particularly in application of the Montreal Convention, in the event of theft, loss or complete or partial damage of Baggage.

The total maximum compensation shall not exceed **€850 including tax** per item of Baggage, of which **€300 including tax** per Valuable item.

Within these amounts, any compensation due under the "Delayed Baggage" cover shall be deducted from the total amount reimbursed when personal Baggage is declared permanently lost.

In all cases, a Deductible of **€70 including tax** shall be applied to the total amount of the loss before application of the maximum amount covered.

6.2 PARTICULAR EXCLUSIONS

In addition to the common exclusions defined in Article 5, the following are also excluded:

- **confiscation, requisition or destruction by customs or any government authority,**
- **loss or damage:**
 - **caused by normal wear and tear, age, inherent defect,**
 - **caused by mites or vermin, by a cleaning process or by climate conditions,**
 - **due to the poor condition of the baggage used to transport personal belongings,**
- **loss, theft or damage affecting the following items:**
 - **prostheses and appliances of any kind, glasses, contact lenses,**
 - **cash, securities, travellers' cheques, payment and/or credit cards, keys, personal documents, identity documents, documents of any kind and samples,**
 - **plane tickets, transport tickets and vouchers, petrol coupons,**
 - **illicit and/or counterfeit products**
 - **glass, crystal, porcelain or similar items, items sensitive to heat changes, perishable goods, plants, products and animals banned by the carrier,**
 - **the purchase of non-emergency goods for pleasure or everyday use, in particular perfume, luxury products, medication.**

7. "PUBLIC LIABILITY ABROAD" COVER

7.1 PURPOSE OF THE COVER

The purpose is to cover the financial consequences of public liability that the Insured Party may incur as a result of bodily injury, property damage or consequential economic loss, caused to Third Parties during a foreign Trip and in the course of private life, **to the exclusion of damages for which the Insured Party is liable due to their profession, business activities or trade.**

PROXIMATE CAUSE

Cause of damage to the victim and the subject of an amicable or legal complaint. All claims relating to the same proximate cause constitute one and the same Claim.

The maximum compensation shall not exceed **€2,000,000 incl. tax** per Claim for all of the damage covered.

7.2 DURATION OF COVER

The cover takes effect as soon as the Insured Party leaves their usual country of residence and stops upon their return, within the limits defined in the "Territorial limits" clause of the "Special provisions". Cover is provided for the first 90 days of the Trip.

7.3 PARTICULAR EXCLUSIONS

In addition to common exclusions, the following are also excluded:

- damage caused by earthquakes, volcanic eruptions, tidal waves or other disasters,
- pure economic loss,
- non-consequential economic loss,
- any damage caused by motor vehicles, caravans, motorised devices, sailing or motorised boats, aircraft or animals owned, operated or kept by the Insured Party or by persons for whom he/she is civilly liable.
- any damage caused to property belonging to or entrusted to the custody or care of the Insured Party at the time of the claim,
- fines, including those which would be considered as civil remedies, and costs relating thereto,
- damage caused by buildings or parts of buildings of which the Insured Party is the owner, tenant or occupier.

8. "SNOW AND MOUNTAIN" COVER

8.1 PURPOSE OF THE COVER

The purpose is to cover the consequences of an Accident occurring anywhere in the world without a mileage threshold, due to practising as an amateur:

- all forms of skiing, as long as it is practised in a ski resort,
 - on-piste,
 - off-piste with a certified monitor or guide.
- other sports activities during a stay in the mountains.

8.2 MEDICAL FEES

The purpose is to refund medical, pharmaceutical and hospitalisation fees incurred after medical prescription following an Accident and the direct consequences thereof.

THE COMPENSATION PROVIDED WILL BE PAID EXCLUSIVELY IN ADDITION TO COMPENSATION THAT MAY BE GUARANTEED TO THE INSURED PARTY FOR THE SAME LOSS BY SOCIAL SECURITY OR OTHER COLLECTIVE PROVIDENT SCHEME, INCLUDING HEALTH INSURANCE ORGANISATIONS OR AN INSURANCE COMPANY, WITHOUT THE INSURED PARTY BEING ABLE TO RECEIVE A TOTAL AMOUNT GREATER THAN THE EXPENSES ACTUALLY INCURRED.

The maximum compensation shall not exceed **€2,300 incl. tax** per Insured Party for all losses greater than **€30 incl. tax** per Claim.

➤ EXCLUSIONS SPECIFIC TO THE "MEDICAL FEES" GUARANTEE

In addition to common exclusions, the following are also excluded:

- spa treatments, except those medically prescribed by the social security organisation,
- psycho-analytical treatments, stays in rest homes and detoxification centres.

8.3 PUBLIC LIABILITY

The purpose is to cover the financial consequences of public liability of the Insured Party incurred in the event of bodily injury or property damage caused to Third Parties and resulting from an Accident that occurred exclusively in the course of or on the occasion of the activities defined in the “Scope of the cover”.

If an Insured Party is responsible for bodily injury and/or property damage, the maximum compensation shall not exceed **€1,000,000 incl. tax** per calendar year. Concerning property damage, only Claims for an amount greater than **€150 incl. tax** will be covered.

For the same Claim, the indemnity paid under this cover cannot be accumulated with that provided in the “Public Liability abroad” cover.

➤ **EXCLUSIONS SPECIFIC TO THE “PUBLIC LIABILITY” COVER**

In addition to common exclusions, the following are also excluded:

- any economic losses resulting from covered property damage or bodily injury,
- any damage caused by:
 - motor vehicles, caravans, motorised machinery, sailing or motorised boats, motorised aircraft,
 - animals owned, operated or kept by the Insured Party or by persons for whom he/she is civilly liable,
- any damage caused to property belonging to or in the custody of the Insured Party at the time of the event,
- fines,
- damage caused by buildings or parts of buildings of which the Insured Party is the owner, tenant or occupier,
- damages for which the Insured Party is liable due to their profession, business activities or trade.

8.4 DEFENCE AND RECOURSE

“Civil defence” cover:

When a public liability claim is made against the Insured Party under the policy, the Insurer undertakes to defend the Insured Party before the relevant courts.

When the Insured Party deems there is a conflict of interest with the Insurer under the civil defence cover, the Insured Party shall be able to freely choose the lawyer in charge of their civil defence. The Insurer shall pay for the lawyer's defence costs and fees within the limits provided for in the contract.

“Criminal defence and Recourse” cover

The Insurer undertakes to defend the Insured Party before the criminal courts within the framework of a Claim covered under public liability.

The Insurer shall make every effort to exercise amicable recourse against the responsible third party/parties and enable the Insured Party to obtain compensation for damage suffered when this recourse is based on the damages that would have been covered under the Insured Party's public liability as covered by the policy. If no amicable agreement can be reached, the Insurer shall inform the Insured Party of the need to bring action before the competent court.

When a lawyer or other person qualified by applicable legislation or regulations is called upon to defend, represent or serve the interests of the Insured Party under the criminal defence and recourse cover, the Insured Party is free to choose the lawyer. The Insurer shall pay for the lawyer's fees within the limits provided for in the policy.

In the event of a disagreement between the Insured Party and the Insurer concerning the measures to take to settle a dispute resulting from the policy subscribed, the Insured Party and the Insurer may consult a third person appointed by mutual agreement. If no agreement concerning the appointment of this person can be reached, the President of the Tribunal de Grande Instance of the Insured Party's domicile shall be responsible for making the decision. The expenses incurred within the context of this procedure to appoint a third person are borne by the Insurer within the limits provided by the cover.

If the Insured Party has initiated legal proceedings at their own cost and if they obtain a more favourable solution than the one proposed by the Insured Party or by the third person, the Insurer shall indemnify the costs incurred for this action within the limit provided by the cover.

The maximum compensation shall not exceed **€8,000 incl. tax** per Claim.

➤ **Specific exclusions**

In addition to common exclusions, the following are also excluded:

- fines,

- **disputes or disagreements which do not arise from the insurance policy taken out by the Insured Party with the Insurer.**

8.5 PERSONAL MOUNTAIN SPORTS EQUIPMENT FAILURE

In the event of accidental failure of the Insured Party's personal mountain sports equipment during a stay in the mountains, the cover aims to refund the fees for renting replacement equipment from a professional renter:

- for a maximum period of 8 days if the equipment cannot be repaired,
- for the time it takes to repair the equipment and for a maximum period of 8 days.

Under penalty of forfeiture, except in the case of unforeseen circumstances or Force Majeure, the Insured Party must provide proof of materiality of the Claim by receiving a certificate from the renter confirming that the personal mountain sports equipment is damaged.

ONLY MOUNTAIN SPORTS EQUIPMENT PURCHASED AS NEW LESS THAN FIVE YEARS AGO IS COVERED.

The maximum compensation shall not exceed **€850 incl. tax** per Insured Party. A Deductible corresponding to 20% of the amount, payable by the Insured Party, shall be deducted from the final compensation.

8.6 REIMBURSEMENT OF SKI PASSES AND SKI LESSONS

SKI PASSES

The cover aims to refund the Insured Party for unused ski lift days following an Accident, medically determined, making it impossible for the Insured Party to ski.

When the Insured Party is a child under the age of 14, the cover is extended to include the pass of one parent whose presence is absolutely necessary.

With the exception of "Seasonal" passes, the compensation due shall be calculated depending on the number of days remaining, calculated from the day after the event.

For a "Seasonal" pass, the compensation shall be due in the event of an Accident leading to the temporary total disability of the skier or in the event of death of the Insured Party as a result of an Accident. The amount of compensation shall be calculated on a pro rata basis for the duration of the medically determined impossibility to ski.

The maximum compensation shall not exceed:

- for passes lasting less than 3 days: **€300 incl. tax** per Insured Party involved in an accident,
- for passes of 3 days and above: **€850 incl. tax** per Insured Party involved in an accident,
- for seasonal passes: **€850 incl. tax** per Insured Party involved in an accident.

SKI LESSONS

The cover aims to refund unused ski lesson days following an Accident, medically determined, making it impossible for the Insured Person to ski.

With the exception of "Seasonal" passes, the compensation due shall be calculated depending on the number of days remaining, calculated from the day after the event.

For a "Seasonal" pass, the compensation shall be due in the event of an Accident leading to the temporary total disability of the skier or in the event of death of the Insured Party as a result of an Accident. The amount of compensation shall be calculated on a pro rata basis for the duration of the medically determined impossibility to ski. In all cases, the maximum compensation shall not exceed **€850 incl. tax** per Insured Party involved in an accident.

PROVISION APPLICABLE TO SKI PASSES AND LESSONS

For the same Accident, the reimbursement under the "Ski passes" and "Ski lessons" cover is limited to **€850 incl. tax** per Insured Party involved in an accident.

8.7 DURATION OF COVER

Cover is provided for the first 90 days of the Trip.

8.8 PARTICULAR COVER EXCLUSIONS

In addition to common exclusions and exclusions specific to each cover, illnesses and their consequences are also excluded from the cover, unless they are the result of an accident.

9. "DAMAGE TO RENTAL VEHICLES" COVER

9.1 DEFINITIONS APPLICABLE TO THE DAMAGE TO RENTAL VEHICLES COVER

For proper understanding of what follows, the following terms have the meanings as below:

Deductible

The part of the Claim that must be paid by the Card Holder, shown in the rental agreement, when they have refused the option of buying back the deductible part offered by the lessor.

Insured Party

The Card Holder and all drivers declared on the rental agreement.

Immobilisation costs

The daily fee for parking a vehicle, which may be invoiced by the repairer.

Non-redeemable deductible

The part of the Claim that must be paid by the Card Holder, shown in the rental agreement, when they have taken the option of buying back the deductible part offered by the lessor.

Rental vehicle

Any registered motorised land vehicle used to transport people, rented from an authorised professional and with a replacement value less than or equal to **€50,000 incl. tax**.

The following vehicles are excluded:

- collector's vehicles over 20 years old and production of which has been stopped for more than 10 years by the manufacturer,
- vehicles over 3.5 tonnes in gross vehicle weight and/or with more than 8m³ of useful volume,
- camper vans and caravans,
- quads.

A replacement vehicle, loaned by a garage when the vehicle of the Card Holder is immobilised for repair is also considered a Rental vehicle, provided that this loan is the subject of a formal contract and invoice.

9.2 PURPOSE OF THE COVER

The purpose of the policy is to cover the Insured Party in the event of property damage caused to the Rental Vehicle or theft thereof.

In the event of theft, under penalty of forfeiture, except in the case of unforeseen circumstances or Force Majeure, the Insured Party must file a complaint, within 48 hours, with the competent police authorities, which must include the circumstances of the theft and the references of the Rental Vehicle (brand, model, etc.).

To benefit from the cover, the Card Holder must:

- rent the Vehicle from a professional lessor, fill in and sign a formal rental agreement,
- clearly mention the name(s) of driver(s) on the rental agreement,
- pay for the rental of the Vehicle with the Insurance Card (if payment occurs at the end of the rental period, the Card Holder must provide proof of reservation with the Insurance Card before signing the rental agreement, such as pre-authorisation).

To benefit from the cover, the Insured Party must also:

- meet the driving criteria enforced by the lessor and by local law or jurisdiction,
- drive the Vehicle in compliance with the rental agreement clauses which the Card Holder has signed with the lessor.

The Insurer cannot, in any circumstances, reimburse the Insured Party the amount of the CDW or LDW insurance paid to the lessor if the Insured Party has forgotten to refuse it, or if it is automatically included in a flat rate accepted by the Insured Party.

The cover shall apply worldwide.

9.3 DURATION OF COVER

The cover takes effect from the signature of the rental agreement and ends when the Insured Party returns the vehicle.

9.4 COMPENSATION LIMITS

In the event of damage to the Rental Vehicle (including theft and/or attempted theft) with or without an identified third party, whether responsible or not, the insurance covers the Insured Party for the cost of repairing or restoring the Vehicle, up to:

- the amount of the Non-redeemable deductible defined in the rental agreement when the Card Holder accepts the lessor's insurance,
- the amount of the Deductible defined in the rental agreement when the Policy Holder refuses the lessor's insurance,
- or the cost of repairs in the event of material damage, or the current value of the Vehicle in the event of theft, up to €50,000 incl. tax or the equivalent in foreign currency, if the lessor is not insured elsewhere.

This cover is granted to the Card Holder without formality, and to the persons travelling with the Card Holder and who will drive the rented car, provided that their names are included on the rental agreement in advance.

If the Rented Vehicle is damaged, causing partial or permanent immobilisation, and if the Card Holder has to hire another replacement vehicle, only in this case will the Insurer also cover loss of use of the Vehicle, up to the daily rental price multiplied by the number of days of immobilisation, without being able to exceed the initial rental duration.

If the lessor charges the Insured Party administration fees, the Insurer will cover the reimbursement of these fees up to **€75 incl. tax** per Claim, but will not cover the fees invoiced by the lessor corresponding to any operating loss.

This insurance is granted for up to **two Claims settled** in chronological order of occurrence per calendar year.

9.5 PARTICULAR EXCLUSIONS

In addition to the common exclusions defined in Article 5, the following are also excluded:

- **damage caused by:**
 - **wear and tear of the Vehicle,**
 - **design fault,**
 - **fuel error,**
- **deliberate damage,**
- **confiscation and removal of the Vehicle,**
- **expenses not related to the repair or replacement of the vehicle (with the exception of immobilisation and towing costs invoiced to the Insured Party),**
- **theft of equipment and accessories of the Rental Vehicle (e.g. tyre),**
- **breakdown of the Rental Vehicle,**
- **damage occurring during the off-road use of the Rental Vehicle, on a track, or during participation in events, competitions or preparatory events,**
- **simultaneous rental of more than one Vehicle,**
- **regular rental (more than four times per calendar year) of utility vehicles used for delivery, shopping, removals,**
- **the rental of the Vehicle for more than 60 consecutive days for the same Vehicle, even if the rental consists**

of several successive contracts,

- damage caused to the passenger compartment of the Vehicle and resulting from accidents by smokers or caused by animals,
- damage, loss or theft of the Rental Vehicle keys and the consequences thereof; damage or theft of personal or professional belongings inside the Rental Vehicle.

9.6 SETTLEMENT OF CLAIMS

There are two possible situations:

1. The lessor debits the Card with the amount of the Contractual Deductible or the amount of the damage, because the Card Holder has not had time to report the Claim, or because the lessor refuses the promise of cover offered by the Insurer.

In this case, the Card Holder must report the Claim and keep a record of the debit (for example, a copy of the Card statement or a copy of the receipt signed by the Card Holder).

If the request is justified, the Card Holder will be reimbursed.

2. The lessor accepts the promise of cover and directly contacts the Insurer, which will take care of the payment. If the request is justified, the lessor will be reimbursed.

In all cases, the Insurer undertakes to pay compensation due within 15 days from the date on which they receive all the elements needed to settle the case.

In the event of payment by the Insurer, either directly to the lessor or via a reimbursement, the Insured Party automatically grants them subrogation for the settlement or recovery of the damage from the liable third parties or from another insurance company.

10. PURCHASING COVER

10.1 "REMOTE PURCHASING" COVER

10.1.1 SPECIFIC DEFINITIONS

For proper understanding of what follows, the following terms have the meanings as below:

Assault

Any act of violence committed by a Third Party and causing physical injury, or any physical constraint deliberately exercised by a Third Party with a view to depriving the Insured Party of the Insured Item.

Break-in

Any act committed by forcing the lock(s) of a vehicle or building constructed and covered in solid material, subject to common and/or specific exclusions.

Deterioration

Any destruction, total or partial deterioration of the Insured Item caused by an external, sudden and unforeseeable event.

Distance selling

Sale of an Insured Item confirmed without the simultaneous physical presence of the parties, between an Insured Party and a Merchant who, to conclude this agreement, use exclusively one or more remote communication techniques.

Distance Selling in particular refers to a sale concluded on the Internet.

However, a sale concluded via a vending machine is not considered Distance Selling.

Internet

The worldwide web consisting of a set of networks connected via a TCP-IP communication protocol and which work together to offer a single interface to users.

Insured Party

The Insurance Card Holder

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p. 44 of 59

Insured Item

Any personal property with a unit value in excess of €75 incl. tax (excluding shipping fees) purchased new with the Insurance Card, which is the subject of a Distance Selling transaction by a Merchant to the Insured Party.

Non-compliant delivery

The delivery is non-compliant when:

the delivered item does not correspond to the Insured Item effectively ordered by the Insured Party, and/or, the Insured item is delivered faulty, damaged or incomplete.

Non-compliance must be established within the period provided for in the Merchant's general terms and conditions of sale or, failing that, within 7 working days following the date of receipt of the item.

Non-delivery

Non-delivery is determined when the Insured Item is not delivered within 30 calendar days following the registration of all or part of the transaction on the Insured Party's bank account.

Order

Any purchase of one or more Insured Items from the same Merchant, paid for together with the Insurance Card in a single transaction.

Order tracking

Functionality offered by a Merchant allowing the Insured Party, after Ordering, to track the progress of order until delivery.

Purchase value

Value appearing on the purchase invoice of the insured item.

Trader

A legal entity whose usual profession is to engage in commercial activities and which offers Distance Selling of Insured Items.

10.1.2 PURPOSE OF THE COVER

The following coverage of "Non-compliant delivery", "Non-delivery" and "Theft or damage within 90 days after delivery" apply in accordance with the conditions, limits and exclusions set out below, regardless of the location of the Merchant's registered office or place of business defined below, provided that the delivery address of the insured items is in metropolitan France, Monaco, Andorra and French Overseas Territories.

In the event of "Non-Compliant Delivery" of an Insured Item:

The purpose of this cover is to reimburse the Insured Person:

- re-shipment costs of the delivered Insured Item,
- the purchase price of the Insured Item,

if, after making a complaint to the Merchant in accordance with the conditions stated in Article 2.1.5, the latter has not delivered a conforming replacement item or made a refund.

In the event of "Non-delivery" of an Insured Item:

The purpose of this cover is to reimburse the Insured Party with the purchase price of this item if, after making a complaint to the Merchant under the conditions stated in Article 2.1.5, the latter has not delivered or made a refund.

In the event of Theft or Damage within 90 days following delivery:

The purpose of this cover is to indemnify the Insured Item (personal property > €75) **within 90 days of its purchase date** (or delivery date if this is later) in the following cases only:

- Deterioration,
- theft with break-in from the Insured Party's home,
- theft from a vehicle with break-in,
- theft with assault to the Insured Party.
-

The cover provides:

- If the Insured Item is **repairable**: the reimbursement of the repair costs,

- If the Insured Item is **irreparable or stolen**: the reimbursement of the costs to replace the Insured Item based on the purchase value.

The cover is granted only for a **maximum of 90 CALENDAR DAYS from the purchase date** (or delivery date of the Insured Item if it is later).

10.1.3 MAXIMUM COMPENSATION BY THE INSURER

The maximum compensation shall not exceed **€1,500 including tax** per Claim and **€3,000 including tax** per calendar year.

This maximum compensation is common with the “non-delivery”, “non-compliant delivery” and “theft or damage within 90 days of delivery” covers.

In the event of Non-delivery, a Deductible of **€30 incl. tax** will be applied to indemnify Insured Items purchased on the Internet from Merchants not providing Order Tracking.

The compensation is calculated on the basis of the purchase price of the Insured Item paid by the Insured Party and any re-shipment costs.

10.1.4 PARTICULAR EXCLUSIONS

In addition to common exclusions defined in Part III, the following are also excluded from all “remote purchase” coverage:

- the following items:
 - animals,
 - tickets (concerts, shows, sports events, etc.),
 - motorised vehicles,
 - cash, shares, bonds, coupons, securities, papers and assets of any kind,
 - all transport tickets, with the exception, in the event of non-delivery or theft, of transport tickets which show the passenger's name in full,
 - jewellery and items in solid precious metals, furs,
 - digital data and computerised elements to be viewed or downloaded on-line (mp3 files, photos, software, etc.),
 - items acquired on exchange or auction sites and items purchased second-hand,
 - items acquired on sites with a violent, pornographic, discriminatory character seriously violating human dignity and/or decency,
 - items whose trade is banned and/or acquired on sites prohibited by French law,
- hidden defect in the item delivered or internal damage covered by the manufacturer's legal or commercial warranty,
- acts of insurrection or confiscation by the authorities,
- reimbursement of discounts applied to the Insured Party at the time of purchasing the item.

Under the “Non-compliant delivery” and “Theft or Damage within 90 days of delivery” covers, the following are also excluded:

- perishable goods, in particular food and drinks of any kind, flowers and plants,
- items that have been personalised at your request,
- items that have been worn, used, washed.

Under the “Theft or Damage within 90 days of delivery” cover, the following are excluded:

- jewellery, items in precious metals, furs, unless stolen as a result of an Assault on the Insured Party,
- Theft from vehicles parked on public roads between 10 (ten) pm and 7 (seven) am,
- damage caused by an electrical or electronic phenomenon internal to the appliance and covered by a legal or commercial warranty,
- loss, theft or disappearance without Break-in or without Assault,
- non-compliance with the manufacturer's conditions and the conditions of use of the Insured Item,
- motorised land vehicles, floating or aerial devices.

10.1.5 OBLIGATIONS OF THE INSURED PARTY

Under penalty of forfeiture, except in the case of unforeseen circumstances or Force Majeure, as soon as the Insured Party observes the non-compliance of the delivered item, they must immediately make a claim to the Merchant, by recorded delivery, using a template sent by the Insurer.

In addition, if the Insured Item is a named transport ticket, the Insured Party must make this claim before the date of travel.

In the event of delivery of the compliant Insured Item before the Insurer provides compensation, the Insured Party shall retain this item and waive compensation.

In the event of delivery of the Insured Item after the Insurer has provided compensation, the Insured Party can:

- either keep the item and return the compensation received to the Insurer;
- or keep the compensation and send the item to the Insurer, which automatically becomes its property, in exchange for a reimbursement of the delivery costs.

In all cases, the Insured Party must immediately inform the Insurer of receipt of the item, on pain of forfeiture of the cover.

10.2 "FRAUDULENT USE" COVER

10.2.1 PARTICULAR DEFINITIONS

For proper understanding of what follows, the following terms have the meanings as below:

Business expenses

All expenses incurred by the Card Holder during an activity carried out on behalf of the company.

Claim

All events of Fraudulent Use committed following the loss or theft of an Insurance Card and made between the moment of the loss or theft of the Insurance Card and the time of its cancellation by the Insured Party or the Card Holder with a cancellation centre of the Insured Card issuer or a cancellation centre recognised by it.

All fraudulent transactions committed following the same loss or the same theft make up the same Claim.

Fraudulent Use

Any payment or withdrawal transaction made by a Third Party with the Insurance Card, lost or stolen during the validity period of the Insurance Card.

Holder

Any natural person linked to the Insured Party by an employment contract or apprenticeship contract to whom the Insured Party has personally given the Insurance Card to pay for their business expenses.

Insured Party

The company or Card Holder on the account to which the Insurance Card is allocated.

10.2.2 PURPOSE OF THE COVER

This cover compensates the direct financial losses suffered by the Insured Party in the event of payment or withdrawal transactions made fraudulently by a Third Party with the Insurance Card lost or stolen during the validity period of the Insurance Card, insofar as these fraudulent transactions are made between the moment of the loss or theft and the cancellation by the Insured Party or Card Holder with a cancellation centre of the Insurance Card issuer or a cancellation centre recognised by it.

10.2.3 TERRITORIAL LIMITS

The cover shall apply **WORLDWIDE**:

- regardless of where the Insurance Card is lost or stolen,
- regardless of where Fraudulent Use is made.

The compensation is always paid in France.

10.2.4 MAXIMUM LIABILITY OF THE INSURER

For each Insurance Card, the cover applies within the limits of:

- the amount of the Deductible to be paid by the Card Holder,
- or up to the amount of the sums misappropriated, in the event of gross negligence by the Card Holder, in accordance with regulations in force,

up to the amount of the direct financial loss suffered by the Insured Party and a cap of €3,000 incl. tax per calendar year.

For each Claim, regardless of the cover of the financial losses suffered by the Insured Party, a flat-rate compensation of **€50, incl. tax** will be paid for the purpose of compensating expenses incurred by the Card Holder due to this Claim. The amount of cover expressed per year is exhausted by the amount of compensation due and/or paid, in chronological order of the occurrence of the Claims.

All Claims are attributable to the calendar year during which the loss or theft of the Insurance Card occurred or, in the event of doubt concerning the date of this occurrence, the calendar year in which the loss or theft of the Insurance Card is discovered.

In all cases, the maximum compensation shall not exceed **€50 incl. tax** per calendar year.

10.2.5 PARTICULAR EXCLUSIONS

In addition to common exclusions, the following are also excluded:

- **embargo, confiscation, capture or destruction by order of a government or public authority,**
- **any series of Fraudulent Uses where the first use is prior to the start of this agreement,**
- **any indirect loss suffered by the Insured Party or other natural person or legal entity, such as: loss of profit or interest, loss of customers, loss of revenue, reduction in turnover,**
- **any Fraudulent Use carried out after the date of stopping/cancelling the Insurance Card.**

10.2.6 OBLIGATIONS OF THE INSURED PARTY

Under penalty of forfeiture, except in the case of unforeseen circumstances or Force Majeure, as soon as the Insured Person or Card Holder discovers the loss or theft of the Insurance Card or the debit on their statement of transactions made fraudulently with the lost or stolen Insurance Card, they must:

- immediately stop the Insurance Card with the cancellation centre of the Insurance Card issuer (or a cancellation centre recognised by it),
- if the Insurance Card is stolen: file a complaint for theft as soon as possible with the competent police authorities,
- in the event of loss or discovery on the statement of accounts of the debiting of transactions made fraudulently with the Insurance Card: file a complaint for theft as soon as possible for fraudulent use with the competent police authorities,
 - report a Claim as soon as possible.

10.2.7 RECOVERY OF FINANCIAL LOSSES

If any or all of the direct financial losses suffered are recovered, the Insured Party must inform the Insurer at once.

1. If recovery is made before the compensation is paid, the Insurer shall only be liable to pay;
 - compensation corresponding to the non-recovered financial losses,
 - and compensation corresponding to the expenses incurred by the Insured Party (or on their behalf), in agreement with the Insurer, for the recovery,
 -

up to the amount of the direct financial loss suffered by the Insured Party and a cap of €3,000 incl. tax per calendar year.

2. If recovery is made after compensation has been paid, all sums recovered (minus the expenses incurred for this recovery) are charged:

- first to the Insured Party, up to the amount of the financial loss which exceeds the Insurer's compensation,
- then to the Insurer up to the amount of the compensation paid.

10.3 "THEFT OF PERSONAL BELONGINGS" COVER

10.3.1 PARTICULAR DEFINITIONS

Card

Any bank withdrawal and/or payment card held by the Insured Party that operates on an insured account.

Insured Party / Member

The Insurance Cardholder

Keys

Keys, including the remote controls for your main and secondary residence(s) and your vehicles. For natural persons acting as sole traders and within the framework of their professional activity, the keys for professional premises, professional vehicles and safes.

Leather goods (item of)

Your wallet, purse, chequebook holder, card holder, handbag, briefcase, satchel.

Papers

National identity card, passport, driving licence, vehicle logbook, residence permit, boat permit, fishing and hunting licence of the Insured Party. For natural persons acting as sole traders and within the framework of their professional activity, the logbooks for your professional vehicles.

Payment establishment

Société Financière des Paiements Électroniques (FPE)

Third party

Any person other than the Insured Party, their spouse or cohabitant, ascendants or descendants.

Year of insurance

Period of 12 consecutive months from the date shown on the subscription.

10.3.2 PURPOSE OF THE COVER

Reimbursement:

- of the costs to replace your keys (including locksmith fees) and your lost or stolen papers in the event of the theft of an item of leather goods, of a flat-rate sum to compensate for the loss suffered

10.3.3 TERRITORIAL LIMITS

Whole world

10.3.4 MAXIMUM COMPENSATION BY THE INSURER

- €300 incl. tax per claim and per year of insurance for keys and locksmith fees
- €300 incl. tax per claim and per year of insurance for papers
- flat-rate fee of €100 incl. tax per claim for items of leather goods

10.3.5 OBLIGATIONS OF THE INSURED PARTY

We hereby remind you that any fraud, concealment or intentional misrepresentation by the Insured Party that aims to mislead the Insurer as to the circumstances or the consequences of a claim entails the loss of any right to compensation for this claim. We also remind you that it is the Insured Party's responsibility to provide evidence that the conditions of the cover have been met under penalty of forfeiture (except in the case of unforeseen circumstances or Force Majeure). As soon as you become aware of the loss or theft of your keys and/or your papers, you must:

- in the event of loss or theft of your papers, report the loss or theft to the competent police authorities as soon as possible,
- in the event of loss or theft of your safe key, inform your bank as soon as possible,
- report this loss or theft as soon as possible to EUROPE ASSISTANCE on **+33 (0)1 41 85 98 67** once you become aware of the theft of your item of leather goods:
- file a complaint for theft as soon as possible with the competent police authorities,
- in the event of the simultaneous theft of an Insurance Card or cheque, immediately cancel this Card or cheque and confirm the cancellation in writing to the issuing agency as soon as possible,
- report this theft as soon as possible to EUROPE ASSISTANCE on **+33 (0)1 41 85 98 67**

YOU WILL THEN HAVE TO PROVIDE EUROPE ASSISTANCE:

- in the event of loss or theft of your papers: with the copy of the loss or theft report,
- for the reimbursement of keys (other than safe keys) and locks: the copy of the invoices corresponding to the fees incurred by you,
- for the reimbursement of safe deposit box keys: the copy of the invoices for the break-in and the repair of the safe,
- for the reimbursement of papers: the copy of your new papers and the invoices corresponding to the fees incurred by you,
- in the event of theft of an item of leather goods: the copy of the report mentioning the theft of the item of leather goods and that of the Card, cheque or paper,
- in the event of theft of an item of leather goods at the same time as an insured Card or cheque: the copy of the letter confirming their cancellation.

10.4 "EXTENDED WARRANTY" COVER

10.4.1 SPECIFIC DEFINITIONS:

Breakdown

Damage affecting the correct operation of the Insured Item and caused by an electrical, electronic, electromechanical or mechanical phenomenon within the Insured Item.

Insured item:

Any **new personal property acquired with a value of more than €150 incl. tax** benefitting from a manufacturer's or distributor's warranty and paid in full with the Insurance Card, **subject to common and /or specific exclusions**.

Purchase value

Value appearing on the purchase invoice of the insured item.

Use value

Purchase value of the Insured Item (shown on the purchase invoice for the Insured Item) less Wear and Tear.

Wear and Tear

Loss of value due to use. It is fixed for all Insured Items at **1 (one) % per month of age as from the manufacturer's initial warranty**.

Year of insurance:

The period between:

- two annual fee payments,
- the last annual fee payment and the date of expiry or termination of the Insurance Agreement.

10.4.2 PURPOSE OF THE COVER

The cover aims to extend to 36 (thirty-six) months the cover for Insured Items in the event of Breakdown, **within the limits and subject to the common and/or specific exclusions**. This period of 36 (thirty-six) months includes the period of the initial Manufacturer's Warranty, or in the absence of a Manufacturer's Warranty, the period of the initial Distributor's Warranty (when the latter is written, not optional, free and provided at the time of purchase of the Insured item).

However, the warranty under the insurance contract shall not prevent the Insured Party from benefitting from the

legal cover relating to hidden defects within the meaning of Articles 1641 to 1648 of the French Civil Code and the legal cover relating to non-compliant defects within the meaning of Articles L 217-4, L 217-5, L 217-12 and L 217-16 of the French Consumer Code.

The cover provides:

- If the Insured Item is repairable: the reimbursement of the **repair costs**,
- If the Insured Item is irreparable: payment of compensation corresponding to the **Use Value** of the Insured Item.

10.4.3 MAXIMUM COMMITMENT BY THE INSURER

The cover is granted **up to €1,500 incl. tax per Claim and €3,000 incl. tax per Year of insurance and per Insurance Card.**

10.4.4 TERRITORIAL LIMITS

Cover applies to any claim occurring **exclusively in metropolitan France, Corsica, the Principality of Monaco and French Overseas Territories.**

10.4.5 EXCLUSIONS

In addition to the exclusions common to Part III, the following are also excluded:

- non-compliance with the manufacturer's conditions and the conditions of use of the Insured Item,
- motorised land vehicles, floating or aerial devices,
- damage, breakdowns, failures or defects attributable to external causes,
- Breakdowns resulting from the modification of the original construction and characteristics of the Insured Item,
- recommissioning costs and any malfunctions observed during this,
- rubber parts (with the exception of door seals, which are covered),
- adjustments accessible to the user without dismantling the Insured Item,
- appliances used for professional, commercial or collective purposes,
- the contents of the Insured Items (food, clothing, etc.),
- insertion of built-in equipment,
- damage resulting from an operating error,
- repair or damage to the Insured Item after a repair carried out by anyone other than an approved after-sales service provider approved by the seller,
- damage caused by the repairer,
- the costs of estimates followed or not by a repair,
- damage excluded in the instructions provided by the manufacturer or distributor,
- visual discomfort linked to pixel breakdown,
- damage due to the ageing of electrical components,
- damage to software, costs of restoring information and data stored in the central unit memory,
- damage due to corrosion, oxidation, rust encrustation, soiling or gradual deterioration of the Insured Item,
- the consequences of immaterial malfunctions, including immaterial sabotage,
- damage to software other than operating systems,
- Breakdowns associated with accessories, such as external drain pipe or power cable, antenna, headphones,
- aesthetic parts and damage,
- counterfeit and fake spare parts,
- damage covered by the legal guarantee relating to hidden defects within the meaning of Articles 1641 and 1648 of the French Civil Code,
- damage covered by the legal guarantee relating to non-compliant defects within the meaning of Articles L 217-4, L 217-5, L 217-12 and L217-16 of the French Consumer Code.

PART III - COMMON EXCLUSIONS

Unless otherwise stated, the following are excluded:

- Civil or foreign war, notorious political instability or popular movements, riots, acts of terrorism, reprisals, restrictions to the free movement of persons and goods, strikes, insofar as the Insured Party takes an active part in them, release of nuclear radiation or ionising radiation and/or any other case of Force Majeure,
- Intentional or wrongful act by the Insured Party and/or by their relatives (spouse, ascendant, descendant),
- Suicide or suicide attempt by the Insured Party,
- Accidents caused by the Insured Party's use of drugs, narcotics or tranquillisers not medically prescribed,
- Accidents resulting from driving under the influence of alcohol characterised by the presence in the blood of a level of pure alcohol equal to or greater than the limit set by French traffic law in force on the date of the accident,
- The consequences of incidents occurring while practising an airborne or hazardous sport, including in particular hang gliding, polo, skeleton, bob-sleigh, ice hockey, scuba diving, caving, bungee jumping, and any sport requiring the use of a motorised device,
- Participation in competitions requiring a licence,
- Participation in betting, brawls or fights.
- Payments via secure platforms such as PayPal where the payment with the Insurance Card cannot be identified.

PART IV - CONDITIONS FOR REPORTING A CLAIM

1. TIME-FRAME FOR REPORTING A CLAIM

Unless otherwise stated in the description of insurance cover, the Insured Party must report any claim likely to lead to the implementation of the cover provided for in the Information Notice to Europ Assistance as soon as possible and at the latest within 20 working days of the date of the event.

Failure to comply with the 20 working-day deadline for reporting a Claim entails the loss of any right to cover for the Claim in question if Europ Assistance establishes that the delay in reporting caused it damage, this forfeiture not applying if the delay is due to a fortuitous event or force majeure.

2. DOCUMENTS AND EVIDENCE TO INCLUDE WITH THE CLAIM REPORT

2.1. Formalities for the Insured Party to fulfil in the event of a Claim:

Europ Assistance reserves the right to request all proof necessary to support the Claim (death certificate, evidence of family relationship, proof of address, proof of expenses, tax assessment, as long as all the elements appearing on it, except the name of the Insured Party, their address and the people in their tax household, etc. have been concealed). Europ Assistance provides assistance on the express condition that the event leading it to provide compensation was uncertain at the time of booking the Trip.

If there is more than one cause of Claim, the first of the causes produced and proven by the Insured party shall be used as cause.

The Insured Party will receive a questionnaire that must be returned, filled in, accompanied by the supporting documents listed in the questionnaire.

By way of derogation, within the framework of the "Extended Warranty" cover:

- **If the Insured Party has already had their Insured Item repaired:** the Insurer will examine the Insured Party's Claim file on the basis of the supporting documents provided by it and shall make a decision on whether or not to cover the Claim.

- If the Insured Party **has only had a repair estimate for their Insured Item**: the Insurer will propose that the Insured Party has the item repaired and will examine their Claim file on the basis of the supporting documents provided by it and shall make a decision on whether or not to cover the Claim.
- If the Insured Party **has not taken any steps**: the Insured Party must contact the Insurer on **+33 (0)1 01 2 541 85 98** within 5 (five) WORKING DAYS of becoming aware of his/her claim. The Insurer shall inform the Insured Party of the steps to take to have their Claim file examined.

2.2 Supporting documents

In all cases, the Insured Party must provide the following documents to the Insurer, in addition to those mentioned, where applicable, in the description of the cover:

- attestation of validity of the Insurance Card,
- proof of payment of the service or Item insured with the Insurance Card, or proof of booking for Vehicle hire,
- proof of insured status of the Insured Party,
- the bank details of the Insured Party or Beneficiary, if applicable,
- the insurance agreement covering the Insured Party for the same Claim or sworn attestation from the Insured Party stating they are not insured elsewhere for this type of Claim.

For the **"Theft or Damage within 90 days following delivery"** cover:

- The original purchase invoice or receipt proving the Insured Item, its purchase price and date of purchase,
- Proof of delivery showing the date on which the Insured Item was received
- Any police or fire service reports if one has been sent to the Insured Party,
- In the event of Theft: a declaration of Theft made to the police station or any other police authority (case of people abroad) within 5 (five) WORKING DAYS from the date of the Theft (this document is compulsory except in the event of unforeseen circumstances or force majeure),
- In the event of Assault or Break-in: copy of the letter of acceptance or of refusal and the claim declaration from the multi-risk home Insurer,
- The bank details of the Insured Party (with IBAN and BIC),
- **If the Insured Item is repairable**: the paid invoice of repair,
- **If the Insured Item is irreparable**: the estimate or attestation of the seller or repairer stating the nature of the damage and certifying that the item is irreparable.

For the **"Extended warranty"** cover:

- The original purchase invoice or a copy of it, proving the Insured Item, its purchase price and date of purchase,
- Proof of delivery showing the date on which the Insured Item was received,
- The photocopy of any document proving the means of payment used to purchase the Insured Item showing the name of the Insured Party and the legal information of the Issuer, such as: a certificate of payment from the Issuer (or the account statement, purchase statement, Insurance Bank Card receipt, etc.)
- In the event of payment for an insured item in several instalments (type TOP 3): all monthly statements for the purchase concerned,
- Any proof indicating the duration of the warranty granted by the manufacturer or the distributor, and the warranty booklet stating the manufacturer's exclusions,
- The bank details of the Insured Party (with IBAN and BIC),
- **If the Insured Item is repairable**:
 - **The detailed repair invoice, which must show:**
 - the name, address and signature of the Insured Party,
 - the date of the Breakdown,
 - the brand, type and model of the item,
 - the Insured Party's reason for the claim and the defect found by the technician,
 - the nature of the work carried out,
 - the detailed costing of supplies, labour costs and travelling costs,
 - the name of the technician who carried out the repair.
- **If the Insured Item is irreparable**:
 - **An estimate of non-repair or the repairer's certificate specifying the nature of the damage and certifying that the item is beyond repair.**

and, more generally, any elements that the Insurer deems necessary to assess the merits of the claim for compensation and to assess the loss.

Europ Assistance reserves the right to ask the Insured Party for additional documents and/or to carry out any investigation to establish the materiality and cost of the Claim; in the event of refusal, the Insured Party is considered to have waived the benefit of the cover.

3. CONTACT INFORMATION FOR REPORTING A CLAIM

The declaration of the claim and all supporting documents must be sent:

- on-line via <https://nickel.europ-assistance.fr>
- by phone: **+33 (0)1 41 85 98 67**
- by post to:

Europ Assistance France - Insurance Claims Service
23 avenue des Fruitières- CS 20021- 93212 Saint-Denis cedex

All correspondence from the Insurer and addressed to the Insured Party or the Beneficiary shall be sent to the address provided by the latter at the time they contact the Insurer to make a claim for compensation or a request for an Insurance Certificate.

4. PAYMENT OF COMPENSATION

Payment of any compensation in accordance with the Terms and Conditions shall be made in euros.

In the event of expenses incurred in countries outside the European Union or belonging to the European Union but which have not adopted the euro as the national currency, payment shall be calculated based on the exchange rate fixed by the European Central Bank on the date of the Claim addressed by the Member.

For the “Theft or Damage within 90 days following delivery” cover

- When the damaged Insured Items are part of a whole and cannot be used separately and are irreplaceable, the compensation shall be paid up to the amount of the purchase price of the whole set.
- For purchases made abroad, the amount debited on the Insurance Card statement shall be the amount taken into account.
- Compensation is paid in euro, including VAT.
- If compensation is paid, the Insured Party shall keep the damaged Insured Items at the disposal of the Insurer or its representatives for 30 (thirty) CALENDAR DAYS from the date of payment, unless otherwise agreed.

5. EXPERTISE

Damages are assessed by mutual agreement or failing that by an amicable expert opinion, subject to the respective rights of the parties. Each of the parties, the Insured Party and the Insurer, selects an expert. If the experts thus appointed do not agree, they appoint a third expert. The three experts operate by mutual agreement and by a majority of votes. If one of the parties fails to appoint its expert, or if the two experts fail to agree on the choice of the third expert, the appointment is made by the *Tribunal de Grande Instance de Paris* (High Court of Paris). This appointment takes place at the request of the first party to act, no earlier than 15 days after sending the other party a registered letter of formal notice with acknowledgement of receipt. Each party pays the costs and fees of its expert and, if applicable, half of the fees of the third party expert and the costs relating to their appointment.

PART V - POLICY FRAMEWORK

1. INFORMATION ON CONDITIONS

This document constitutes the information leaflet that Compte Nickel undertakes to provide to the NICKEL CHROME Card Holder. The Information Notice of this insurance contract signed between Financière des Paiements Électroniques and Europ Assistance defines the terms of entry into force, the scope of the cover as well as the formalities to be carried out in the event of a claim.

It is valid from **01/07/2022 00:00 GMT**, and until publication of the next Information Notice.

In virtue of the agreement signed between Financière des Paiements Électroniques and Europ Assistance, proof of the Information Notice being given to Card Holder is the responsibility of Compte Nickel.

In the event of modification of the conditions of the policy or in the event of its termination, Compte Nickel undertakes to inform the Insurance Card Holder by any means at its convenience at least three months before the effective date of modification or termination.

2. START AND DURATION OF COVER

The policy cover starts on the same date and for the same duration, including renewal(s), as the Insurance Card issued by Financière des Paiements Électroniques following subscription to the NICKEL CHROME offer.

3. EFFECTIVE DATE OF COVER

The insurance covers take effect on the day of subscription to the Card and throughout its validity period. However, declaring the loss or theft of the Insurance Card does not affect this cover.

Specific case of the "Theft or Damage within 90 days following delivery" cover:

The cover takes effect immediately as soon as the Insured Party purchases an Insured Item (or from the day of taking possession of the item, if this is later) with the Insurance Card.

The cover ends, for each Insured Party, after a period of 90 (ninety) CALENDAR DAYS from the date of purchase (or delivery of Insured Items if this is later) of the items purchased with the Insurance Card.

Specific case of the "Extended warranty" cover:

The cover takes effect on the day of purchase of the Insured Item (or on the date of taking possession of it if this is later) with the Insurance Card for a maximum period of 36 (thirty-six) months including the original manufacturer's or distributor's warranty period.

This cover applies in the event of a Breakdown occurring after the end of the initial manufacturer's or distributor's warranty and no later than within 36 (thirty-six) months after the purchase of the Insured Item (or the date of taking possession of it if this is later).

For each Insured Party, the cover ends after a maximum period of 36 (thirty-six) months, including the original manufacturer's or distributor's warranty period for new insured items purchased with the Insurance Card.

4. TERMINATION OF COVER AND BENEFITS

Policy cover ceases automatically:

- if the Insurance Card is withdrawn or not renewed by Financière des Paiements Electroniques and/or the Card Holder;
- in the event of subscribing to a higher-level Nickel offer during the year;

- in the event of closing, for whatever reason, the Compte Nickel opened with Financière des Paiements Electroniques;
- in the event of termination of the partnership binding EUROP ASSISTANCE and Financière des Paiements Electroniques, on the date provided by the latter to the Card Holders.

5. SUBROGATION

After incurring costs under the insurance and/or assistance cover, Europ Assistance is subrogated to the rights and actions that the Beneficiary may have against third parties responsible for the incident, as provided for in Article L 121-12 of the Insurance Code. The subrogation is limited to the amount of the costs that Europ Assistance has incurred in the execution of the general conditions of the insurance and/or assistance cover.

6. PERIOD OF LIMITATION

In compliance with the Insurance Code:

Article L 114-1

All actions stemming from an insurance policy are limited to a period of two years starting from the event giving rise to it.

This period does not however start:

- in the event of non-disclosure, omission, false or inaccurate statements on the risk incurred, from the day on which the Insurer became aware of it;
- in the event of a claim, from the day on which the interested parties became aware of it, if they can prove that they were unaware of it until then.

When the action of the Insured Party against the Insurer is due to the recourse of a third party, the limitation period only starts from the day on which this third party has taken legal action against the Insured Party or has been compensated by this Insured Party.

The limitation period is extended to ten years in life insurance policies where the Beneficiary is a person other than the policyholder and, in personal accident insurance policies, where the Beneficiaries are the rightful claimants of the deceased policyholder.

Article L114-2

The limitation period is interrupted by one of the ordinary interruption causes and by the designation of experts following a claim. The limitation period may also be interrupted by the sending of a registered letter with acknowledgement of receipt by the Insurer to the Insured Party in relation to the payment of the premium and by the Insured Party to the Insurer in relation to the payment of the compensation.

The common reasons for interrupting a period of limitation are described in Articles 2240 to 2246 of the Civil Code: acknowledgement by the debtor of the right against which he/she was prescribing (Article 2240 of the Civil Code), a legal claim (Articles 2241 to 2243 of the Code civil), an act of forced execution (Articles 2244 to 2246 of the Civil Code).

Article L114-3

By way of derogation from Article 2254 of the Civil Code, the parties of the insurance policy cannot, even by common consent, alter the period of limitation, nor add to the reasons for its suspension or interruption.

7. FALSE DECLARATIONS

Any withholding of information or intentional misrepresentation on your part that changes the nature of the risk or reduces our assessment of it will render the contract null and void. Premiums paid remain the property of Europ Assistance and we shall be entitled to demand payment of premiums due (Article L113-8 of the Insurance Code).

Any omission or inaccurate declaration by the Beneficiary, without it being established that he/she acted in bad faith, results in the termination of the contract 10 days after notification sent to the Beneficiary by registered letter and/or application of the reduction in compensation (Article L113-9 of the Insurance Code).

8. FORFEITURE FOR FRAUDULENT DECLARATION

In the event of a claim or request for intervention under the assistance services and/or insurance guarantees, if you or your Beneficiaries knowingly use inaccurate documents or fraudulent means as proof or make inaccurate declarations or withhold information, you or your Beneficiaries will forfeit all rights to the assistance benefits and/or insurance cover provided for in this information leaflet, for which these declarations are required.

9. ACCUMULATION OF COVER

If the risks covered by this policy are covered by another insurance policy, the Beneficiary must inform Europ Assistance of the name of the Insurer with whom another insurance policy has been subscribed (Article L121-4 of the Insurance Code) as soon as they are aware of this information and at the latest when reporting a claim.

10. COMPLAINTS – DISPUTES

In the event of a complaint or dispute, the Beneficiary may contact the Customer Complaints Service of Europ Assistance:

- by post:

Europ Assistance
Customer Complaints Department
23 avenue des Fruitiers
CS 20021
93212 Saint-Denis cedex

- by e-mail:

service.qualite@europ-assistance.fr

If the processing time exceeds ten working days, a letter of expectation will be sent to the Beneficiary within this period. A written response to the complaint will be sent within a maximum period of two months from the date of receipt of the initial complaint.

If the dispute persists after examination of the request by our Customer Complaints Department, the Beneficiary may refer the matter to the Mediator by post or on-line:

La Médiation de l'Assurance TSA 50110
75441 Paris Cedex 09 <http://www.mediation-assurance.org/>

The Beneficiary remains free to bring an action before the competent court at any time.

11. SUPERVISORY AUTHORITY

The supervisory authority is the French Prudential Supervision and Resolution Authority – ACPR, at 4 Place de Budapest, CS 92459– 75436 CEDEX 09.

12. APPLICABLE LAW AND LANGUAGE

This Information Leaflet, written in French, shall be interpreted and executed in accordance with French law.

13. PERSONAL DATA PROTECTION

Protecting your personal data is important to us. The purpose of this notice is to explain how we use your personal data and for what purposes. Please read this document carefully.

Which legal entity uses your personal data?

The controller is the natural or legal person, public authority, department or other body which, alone or jointly with others, determines the purposes and means of processing personal data.

The controller of your personal data is the Irish branch of Europ Assistance SA, located at Ground Floor, Central Quay, Block B, Riverside IV, SJRQ, Dublin 2, DO2 RR77, Ireland: a branch registered with the Irish Companies Registration Office under number 907089.

Europ Assistance SA is a company registered under the Code des Assurances (French Insurance Code) with its head office at 2 rue Pillet-Will, 75009 Paris, France: a *société anonyme* (French public limited company) registered in the Paris Trade and Companies Register under number 450 366 405.

If you have any questions regarding the processing of your personal data, please contact our Data Protection Officer at the following address:

Europ Assistance S.A Irish branch, DPO

Ground Floor, Central Quay, Block B, Riverside IV, SJRQ, Dublin 2, DO2 RR77, Ireland

EAGlobalDPO@europ-assistance.com

How do we use your personal data?

We use your personal data for:

- insurance underwriting and risk management;
- the underwriting and administration of policies;
- checking the eligibility of services;
- the management of losses and claims.

This processing is based on your contract.

The Insurer will use your personal data depending on its legitimate interests in order to:

- prevent fraud;
- carry out customer satisfaction surveys.

In the context of the aforementioned activities, we may use your personal data because the processing of such data is necessary for you to receive insurance cover or for the performance of pre-contractual measures (processing necessary for the performance of a contract in accordance with Article 6 e) of the European Data Protection Regulation).

What personal data do we use?

Only personal data strictly necessary for the purposes mentioned above will be processed. In particular, the processing manager will handle:

your name, address (postal and e-mail), identifier on the back of the Nickel card, and identification documents;

Your bank data necessary for premium payment.

With whom do we share your personal data?

We may share your personal data with other companies of the Europ Assistance Group or companies of the Generali Group, external organisations such as our auditors, reinsurers, claims managers, agents and entities in charge of performing a service or paying compensation as part of your insurance.

To where do we transfer your personal data?

We may transfer your personal data to countries, territories or organisations located outside the European Economic Area (EEA) and which are not known for offering an adequate level of protection by the European Commission, such as the USA. This will be the case in particular if you request the implementation of insurance coverage while you are staying in one of these countries.

The transfer of personal data to non-European entities will be done on condition that appropriate security measures are put in place, in accordance with applicable legislation and in accordance with the standards of clauses drafted by the European Commission. By contacting Our Data Protection Officer, you can obtain information on these measures and, if applicable, a copy of them.

What are your rights with regard to your personal data?

You can exercise the following rights with regard to your personal data:

Right to access your personal data: you can request access to your personal data;

Right to correct your personal data: you can ask us to correct any of your personal data that is inaccurate or incomplete.

Right to the deletion of your personal data: you can ask us to delete personal data if one of the following reasons applies:

The personal data is no longer necessary for the purposes for which it was collected or processed;

You withdraw the consent on which the processing is based and if there is no other legal ground for the processing;

You object to an automated decision being taken that concerns you and there are no compelling legitimate grounds for the processing, or you object to processing for direct marketing purposes;

The personal data has been the subject of illegal processing;

Personal data must be deleted to comply with a legal obligation.

Right to limitation of processing your personal data: You may request to restrict your personal data if one of the following reasons applies:

You challenge the accuracy of your personal data and request the restriction to last as long as is necessary for us to verify its accuracy;

Illegal processing and you oppose the deletion of your personal data and request the restriction of its use instead;

We no longer need the personal data for the purposes of the processing, but you still need them for the establishment, exercise or defence of legal claims;

You have objected to the use of an automated processing process for your personal data and we verify that our legitimate grounds for processing your data do not override yours;

Right to portability of your personal data: personal data in a structured format, commonly used and readable by a machine.

Right to issue guidelines on what happens to your data after death.

Your rights, including the right to object, can be exercised by contacting our Data Protection Officer by e-mail: EAGlobalDPO@europ-assistance.com

Your exercise request is free unless it is manifestly unfounded or excessive.

How do you make a complaint to assert your rights relating to your personal data?

You have the right to lodge a complaint with a supervisory authority.

The contact details for this supervisory authority are provided below:

Irish authority:

Office of the Data Protection Commissioner

Canal House, Station Road

Portarlinton

R32 AP23, Co.Laois

IRELAND

Or by e-mail: info@dataprotection.ie

French authority:

Commission Nationale de l'Informatique et des Libertés

3, Place de Fontenoy – TSA 80715

75334 PARIS CEDEX 07

You may contact the CNIL via its on-line complaints tool:

<https://www.cnil.fr/plaintes>

Or by phone:

+33 (0)1 53 73 22 22

For how long do we keep your personal data?

We keep your personal data for 5 years after the end of the policy period.