



PROTECTION
JURIDIQUE

Excess Waiver and Legal Protection Insurance Information document on the insurance product

Covéa Protection Juridique, *société anonyme* (Public limited company) - Le Mans Trade and Companies Register no. 442 935 227 - France

FORCE 9 Excess Waiver LEGAL PROTECTION CG 26/2021

This information document provides a summary of the main heads of cover and exclusions, and does not reflect your specific needs and requests. You will find full information on this product in the pre-contractual and contractual documentation.

What type of insurance is it?

The "FORCE 9 Excess Waiver and Legal Protection" insurance policy allows the insured to obtain advice, seek an out-of-court solution to resolve disputes and provides for certain procedural costs of the insured to be paid by the insurer in the event of a dispute between the insured and third parties.



What is insured?

Beneficiaries:

A natural or legal person renting a seagoing vessel or recreational inland vessel.

Services:

- ✓ **Excess waiver:** Reimbursement of the amount of the excess under the insurance policy against damage for a rented pleasure vessel depending on the plan chosen:
 - Private leisure use in Europe Amount of cover up to €4,000
 - Private leisure use worldwide Amount of cover up to €5,000
 - Private leisure use worldwide Amount of cover up to €6,000
 - Race and regatta use cover limited to €4,000
- ✓ **Legal protection:** assistance with the formalities of filing a complaint and with defending criminal proceedings before the competent courts in the event of a maritime crime
 - Seeking out-of-court solutions
 - Legal defence costs (payment of costs, expenses and fees)
 - Monitoring and enforcement of the out-of-court agreement negotiated or the court judgment handed down**Costs are subject to an overall cap of €2,000 per dispute.**



What is not insured?

- ✗ Anything outside the Excess under the main policy for the leased vessel
- ✗ Third-party liability (damage caused to or suffered by a third party)
- ✗ Assistance and rescue costs
- ✗ Customs and tax matters
- ✗ Dispute between passengers
- ✗ Dispute between insureds
- ✗ Solo races and regattas



Are there any exclusions to the cover?

The main exclusions:

- ! Gross negligence,
- ! Court judgment requiring the payment of principal and interest,
- ! Criminal or civil fines and late payment penalties,
- ! Costs incurred at your sole initiative to obtain bailiffs' reports, non-judicial assessments, consultations, or any supporting documents as evidence necessary to prepare the file, unless justified by emergency,

The main restrictions

- ! An amount stated in the policy may remain payable by the insured (residual excess per claim)



Where am I covered?

- ✓ **Europe zone** within the following geographical limits:
 - NORTH 60° latitude North
 - SOUTH 25° latitude North including the Canaries and Madeira
 - EAST 35° longitude East excluding Bosphorus passage
 - WEST 30° longitude West including the Azores
- ✓ **or Worldwide** for any sailing trip that goes beyond the geographical limits defined above.



What are my obligations?

You must do the following, failing which the policy shall be invalid or cover shall not be provided:

- **At the time you sign up to the policy:** reply accurately and truthfully to all questions asked and provide the requested supporting documents.
- **During the term of the policy:** declare any new circumstances or changes to the information provided at the time you signed up to the policy.
- **At the time you sign up to the policy:** pay your premium.
- **In the event of a claim:** report it to us as soon as you become aware thereof, and no later than the deadline stated in the policy.



When and how do I make payments?

The premium is paid at the time the policy is taken out.
You may pay in any manner permitted by law, i.e. by cheque, bank transfer or bank card.



When does cover start and when does it end?

The Excess Waiver and Legal Protection cover begins on the date the seagoing vessel or recreational inland vessel is provided and ends when it is returned.



How can I terminate the policy?

As this is a time-limited policy, the insured may not terminate it.
You may automatically terminate your contract if the rental contract is cancelled by the lessor.

■ THE PARTIES TO THE POLICY

Policyholder: OUEST ASSURANCES, 16 avenue Jean Jaurès 35400 SAINT MALO, represented by Denis CRAVEIA

Insured: A natural or legal person renting a seagoing vessel or recreational inland vessel that has taken out policy no. 8 592 352 and designated as such by the policyholder with the insurer.

Insurer: **COVEA PROTECTION JURIDIQUE**
 A French *société anonyme* (public limited company) with share capital of €88,077,090.60
 Registered on the Le Mans Trade and Companies Register under no. 442 935 227
 33, rue de Sydney - 72045 Le Mans Cedex 2

Company governed by the French Insurance Code and supervised by the Autorité de Contrôle Prudentiel et de Résolution (French Prudential Supervision and Resolution Authority) – 4 Place de Budapest – CS 92459 – 75436 PARIS Cedex 09 referred to as COVEA Protection Juridique or the insurer in this information notice.

■ DEFINITIONS

Maritime Event Accident resulting from:

- impacts external to the vessel, with a fixed or moving body,
- fire or explosion, or
- exceptional and unpredictable natural force affecting the vessel.

Regatta Any sailing event with rankings or a race committee

Skipper Professional paid sailor holding the necessary qualifications and certificates for the proposed sailing trip.

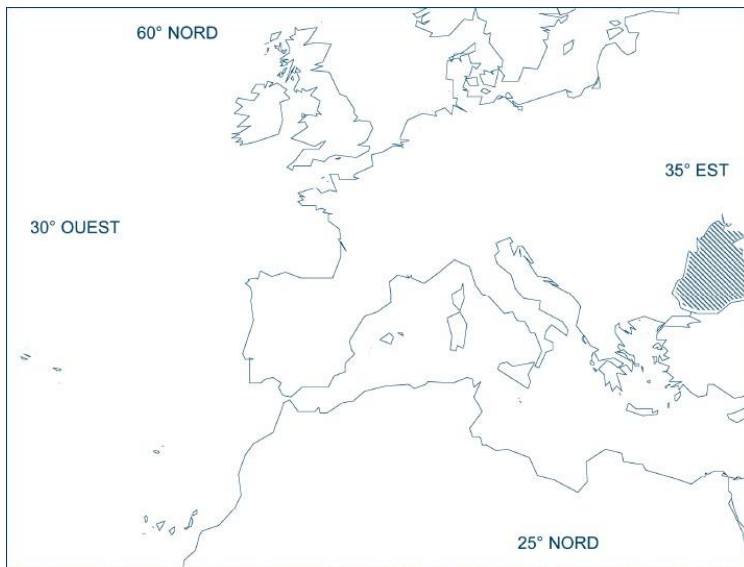
Maritime Crimes All crimes and offences committed at sea.

■ TERRITORIALITY

The cover provided by this policy applies to Europe or worldwide, as defined below, depending on the cover chosen.

Europe means the following geographical limits:

- NORTH 60° latitude North
- SOUTH 25° latitude North including the Canaries and Madeira
- EAST 35° longitude East excluding Bosphorus passage
- WEST 30° longitude West including the Azores



Worldwide means any sailing trip that goes beyond the geographical limits defined above.

■ EXCLUSIONS COMMON TO THE HEADS OF COVER

The following disputes or losses are always excluded:

- those caused intentionally by the insured or in which he/she is complicit,
- those resulting from civil or foreign wars, riots, popular uprisings, acts of terrorism or sabotage committed as part of concerted actions,
- those caused or aggravated by weapons or equipment intended to explode by modifying the structure of the nucleus of the atom or by any nuclear fuel, radioactive product or waste or by any source of ionising radiation (Article L 172-16 of the French Insurance Code),
- those relating to the direct or indirect effects of explosions, radiation or releases of heat of nuclear origin or caused by any source of ionising radiation,
- those relating to customs matters,
- those relating to tax matters,
- those of passengers of the pleasure vessel leased by the insured,
- those between insureds and the policyholder,
- those between insureds.

THE COVER: EXCESS WAIVER UNDER AN INSURANCE POLICY AGAINST DAMAGE FOR A LEASED PLEASURE VESSEL

■ SUBJECT-MATTER OF THE “EXCESS WAIVER” COVER

The insurer shall cover the cost of the amount of the excess under the insurance policy against damage, of a rented seagoing or inland pleasure vessel, and registered as such by the flag state.

■ APPLICATION OF THE “EXCESS WAIVER” COVER

The Excess Waiver cover applies to property damage caused to the vessel as a result of a "maritime event" occurring during a reasonable sailing trip.

“Maritime Event” means an accident resulting from:

- impacts external to the vessel, with a fixed or moving body,
- fire or explosion, or
- exceptional and unpredictable natural force affecting the vessel.

■ AMOUNT OF THE “EXCESS WAIVER” COVER

The amount of cover depends on the plan chosen by the insured when signing up to the policy.

The amount reimbursed by the insurer to the insured is equal to the amount of the actual damage, capped at the excess provided for in the main insurance policy for the leased vessel and reduced by a residual excess applicable per claim, the amount of which is set out in the special provisions.

The amount of the reimbursement may not exceed €4,000, €5,000 or €6,000 per rental depending on the option chosen.

No Excess will be applied for rentals with a professional skipper.

A special excess of €800 applies for propellers and outdrives on motor boats.

Cover plans	Amount of cover	Excess	Special excess for propellers and outdrives on motor boats
Plan 1: Private leisure use in Europe	Reimbursement up to €4,000	EUR 350	EUR 800
Plan 2: Private leisure use worldwide	Reimbursement up to €5,000	EUR 500	
Plan 3: Private leisure use worldwide	Reimbursement up to €6,000	EUR 600	
Plan 4: Race and regatta use	Reimbursement up to €4,000	EUR 800	

■ EXCLUSIONS SPECIFIC TO THE “EXCESS WAIVER” COVER

Separately from the exclusions common to all heads of cover set out above, the following events are not covered by the policy in any circumstances:

- Solo races and regattas.
- Partial or total theft, loss of equipment or misappropriation.
- Damage to ancillary equipment of the vessel (bib, tender, ancillary motor) or any other mechanical or electrical instrument where such damage is unrelated to a maritime event.
- Financial losses.
- Damage affecting spinnakers or similar sails.
- Damage attributable to a deliberate act, gross negligence, use in contravention of the rules of sailing or the instructions for use by the lessor.
- Failure of the motor or equipment used in normal sailing conditions or due to wear or age.
- Damage caused to a third party or suffered by a third party at fault, as well as the costs of a rescue or assistance operation.
- Damage that is not covered by the specific provisions of the main insurance policy for the leased vessel.
- Any management and administrative costs.
- Additional exclusions in regattas: mast, sails, rigging.

■ IMPLEMENTATION OF THE “EXCESS WAIVER” COVER

Any event that may be the subject of a claim under the policy must, under penalty of forfeiture, be recorded in the logbook (where available), confirmed, in a written declaration, at the time the vessel is returned to the lessor and to OUEST ASSURANCES at the following address contact@ouest-assurances.fr within ten (10) days of the end of the lease.

The following documents must be sent:

- The sea protest and/or report, which must accurately report the event, the perpetrator or victim of the incident, the date, time, exact location and circumstances of the incident, its known or assumed causes and its consequences, as well as all evidence required in order to process the claim. The logbook where it is available.
- The rental agreement and its general terms and conditions.
- The invoice for repairs for which you are responsible in French or English.
- The boat's insurance policy or, failing that, a certificate from the boat's main insurer to determine the amount of the contractual excess.
- The statement for the main insurance policy if the damage exceeds the excess. Under penalty of forfeiture, claims exceeding the amount covered by this policy must be reported to the insurer of the relevant vessel.
- The inventory of the vessel's outbound and inbound journeys.
- Photographs of the damage.
- The identity papers of the lessee under the rental contract, his/her sea or river permit where required to operate the relevant vessel.
- For “race and regatta” use, responsibility must necessarily be determined by the race committee, meaning that a report from the race committee is required.
- Weather reports in case of exceptional and unpredictable weather conditions.

LEGAL PROTECTION COVER: LEGAL ASSISTANCE FOR THE INSURED IN THE EVENT OF A MARITIME CRIME

■ EVENTS COVERED

The insurer shall assist the insured in the formalities of filing his/her claim and shall defend him/her in criminal proceedings before the competent courts if he/she is the subject of a maritime crime, such as assault or theft, for the term of the rental period of the pleasure vessel.

■ THE SERVICES PROVIDED TO THE INSURED

SEEKING AN OUT-OF-COURT SOLUTION: in the event of a dispute, the insurer's lawyers shall provide advice to the insured with a view to gathering the evidence required to prepare his/her claim and shall take all non-judicial steps with the opposing party to obtain a negotiated solution in his/her best interests.

LEGAL DEFENCE: in the absence of an out-of-court solution, the insurer shall pay the costs, expenses and fees necessary for any legal action aimed at recognising the insured's rights, returning his/her property or obtaining compensation for the loss suffered, to which the insured has provided his/her consent.

ENFORCEMENT AND MONITORING: the insurer shall ensure the out-of-court agreement that is negotiated or the court decision that is obtained is enforced and shall bear the necessary costs.

■ COSTS COVERED

WHAT IS COVERED

The insurer will pay, **up to the cap on overall expenditure per claim** provided for in the paragraph entitled "caps on cover" :

- the cost of investigations, consultations and bailiff's reports incurred **with its prior agreement**,
- the cost of non-judicial assessments carried out **with its prior agreement**,
- expenses.
- the costs and fees of lawyers or any person authorised by law to assist in filing a claim and to defend the interests of the insured before any court, **up to the cap on overall expenditure provided for in the paragraph entitled "caps on cover"**.

WHAT IS NOT COVERED

The following is never covered:

- court judgments requiring the payment of principal and interest,
- criminal or civil fines and late payment penalties,
- damages and other compensation,
- judgments made under Articles 700 of the French Code of Civil Procedure, 475-1 of the French Code of Criminal Procedure, L. 761-1 of the French Code of Administrative Justice, or equivalent judgments handed down by courts outside France.

As well as:

- costs incurred at the sole initiative of the insured to obtain bailiffs' reports, non-judicial assessments, consultations, or any other supporting documents as evidence necessary to prepare the file, unless justified by emergency,
- costs resulting from the drafting of legal documents,
- travel costs.

■ COVERED DISPUTES

Disputes that have all the following characteristics are covered:

- they occur within any of the areas covered by this notice
- their operative event was not known to the insured when the cover took effect,
- they are not time-barred and are based on certain legal grounds,
- they are between the insured and a person who is not party to this policy who is not an insured,
- they occurred and were declared during the period of cover.

■ CAPS ON COVER

The insurer will pay all costs covered by the Legal Protection cover **up to an aggregate cap of €2,000**.

■ REPORTING THE DISPUTE THAT IS THE SUBJECT OF THE CLAIM UNDER THE LEGAL PROTECTION COVER

Under penalty of forfeiture, the insured must declare to the insurer, in writing, any dispute that may be the subject of a claim **as soon as he/she becomes aware thereof and no later than 30 days after the refusal is received or made by the insured**, except in the case of unforeseeable or force majeure events.

The refusal may result from the actual expression of disagreement or continued silence by the third party or the insured. The insured may no longer benefit from the insurer's services if he/she does not comply with this deadline and if such non-compliance causes loss to the insurer.

The dispute must be reported either:

- in writing to Covéa Protection Juridique – Cellule RSCM – 33 rue de Sydney – 72045 LE MANS CEDEX 2
- the insured may also report the dispute by telephone to Covéa Protection Juridique on +33 (0)2 43 39 35 35
- by email to: contact-pjng@covea.fr

The insured may no longer benefit from the services if he/she does not comply with this deadline and if such non-compliance causes loss to the insurer.

The insured must also provide all documents relating to the claim and all supporting documents required to review the matter. **Failing this, the insurer shall be released from any obligation to provide cover.**

The insured's right to cover may lapse if, in bad faith, he/she misrepresents the circumstances of the dispute or the amount of the claim.

After reviewing the file, the insurer shall notify the insured of how it proposes to follow up on the reported dispute and take any steps to resolve the dispute.

If the insured incurs costs before referring the matter to the insurer, such costs shall be borne by the insurer within the contractual limits provided that the insured can demonstrate that there was an urgent need to incur such costs.

■ FREE CHOICE OF LAWYER

When using a lawyer or any other person qualified by prevailing laws or regulations to defend, serve or represent his/her interests, the insured is free to choose such person.

If the insured does not know a lawyer who may defend his/her interests, the insured may appoint the lawyer made available to him/her by the insurer at his/her written request. The insurer shall compensate the insured for the costs and fees of his/her defence lawyer – including or excluding VAT, depending on his/her tax regime – **capped at €2,000**.

In all cases, the fees shall be paid by the insured and the insurer shall reimburse the insured on a VAT-inclusive or VAT-exclusive basis depending on his/her tax regime and upon presentation of a detailed invoice.

In the event that legal proceedings are initiated, the insured shall remain in control of the proceedings that his/her lawyer advises him/her to bring.

■ CONFLICTS OF INTEREST

In the event of a conflict of interest between the insurer and the insured or a disagreement over the settlement of the dispute, the insurer shall inform the insured of the possibility of choosing his/her own lawyer (Article L 127-3 of the French Insurance Code) and of the use of arbitration (Article L 127-4 of the French Insurance Code).

■ USE OF ARBITRATION

In the event of a disagreement between the insurer and the insured concerning the measures to be taken to settle the dispute, the parties shall obtain an opinion from a third party appointed by mutual agreement or, failing that, by the Presiding Judge of the Court ruling in accordance with the accelerated procedure on the merits.

The costs incurred in obtaining this opinion shall be borne by the insurer; however, the Presiding Judge of the Court may decide otherwise if the insured has exercised this right in an abusive manner.

The insured may ask for arbitration proceedings to be commenced by registered letter with acknowledgement of receipt.

Where arbitration proceedings are commenced, the deadline for bringing proceedings before the courts is then suspended for all court proceedings covered by this insurance cover that the insured may bring as a claimant until the arbitrator has proposed his/her solution.

If the insured initiates or continues the proceedings, at his/her own expense, against the insurer's opinion, and obtains a more favourable solution than the solution proposed by the arbitrator, the insurer shall compensate him/her – within the limits of the cover – for the costs incurred in taking such action.

■ AMOUNTS OBTAINED FOR THE BENEFIT OF THE INSURED

The insurer shall pay the insured the compensation it receives, either from out-of-court or judicial settlements, within **ONE MONTH** of the date it receives the compensation itself.

■ SUBROGATION AND SET-OFF

Subrogation

The insurer is subrogated to the insured's rights and actions against the opposing party in respect of the recovery of the sums it has incurred.

If subrogation is no longer possible due to the insured's actions, the insurer shall be released from its obligations towards the insured insofar as subrogation could have been carried out.

However, any amounts obtained by way of reimbursement for the costs and fees incurred in settling the dispute shall first be used to reimburse the insured for the expenses that he/she has incurred and for which he/she provides supporting documentation.

Any remaining amounts shall be paid to the insurer, capped at the amounts it has incurred.

Set-off

All present or future reciprocal obligations between the parties to this policy shall be extinguished by set-off in accordance with Articles 1347 et seq. of the French Civil Code.

APPLICATION OF COVER

■ LIMITATION PERIODS

Any action relating to the application of this insurance policy is time-barred two years after the event that gives rise to such action pursuant to Articles L114-1, L114-2 and L 114-3 of the French Insurance Code.

The limitation period may be suspended by any of the ordinary grounds of suspension: any legal proceedings, even in summary proceedings, any protective measure taken pursuant to the French Code of Civil Enforcement Procedures, any enforcement action, any acknowledgement by the insurer of the right to cover the member or any acknowledgement of a debt by the insured to the insurer. It is also suspended by the appointment of an expert following a claim, by the insurer sending the insured a registered letter or electronic registered mail with acknowledgement of receipt concerning the action for payment of the premium, or the insured sending the insurer a registered letter with acknowledgement of receipt concerning the payment of compensation.

Article L 114-1 of the French Insurance Code:

Any action brought in relation to an insurance policy is time-barred after the date falling two years after the event that gives rise to that action. However, this period shall only start: 1) In the event of any failure to declare, any omission, or any false or inaccurate declaration in relation to the risk, on the date on which the insurer becomes aware thereof.

2) in the event of a claim, on the date on which the interested parties become aware thereof, if they prove that they were unaware thereof before that date. Where the action by the insured against the insurer is based on a third-party action, the limitation period shall only start on the date that the third party brought the court action against the insured or the date on which it was compensated by the insured.

Article L114-2 of the French Insurance Code:

The limitation period may be suspended by one of the ordinary grounds on which limitation periods may be suspended and by the appointment of loss adjusters following a claim. A limitation period may also be suspended as a result of the insurer sending the insured a registered letter or electronic registered mail with acknowledgement of receipt concerning the action for payment of the premium or the insured sending the insurer a registered letter with acknowledgement of receipt concerning the payment of compensation.

Article L114-3 of the French Insurance Code:

By way of derogation from Article 2254 of the French Civil Code, the parties to the insurance policy may not, even by mutual agreement, alter the limitation period or add to the grounds on which the limitation period may be suspended.

THE TERM OF THE POLICY

■ EFFECTIVE DATE AND TERM OF COVER **For the "Excess Waiver" Cover**

The cover shall take effect upon delivery of the vessel to the lessee, subject to the policy being taken out before delivery. It shall expire:

- If the group policy is terminated by the policyholder,
- When the pleasure vessel is returned to the lessor at the place and on the date agreed in the rental agreement.

For the Legal Protection cover

The cover shall take effect on the date on which the insured takes out the policy. It shall expire:

- If the group policy is terminated by the policyholder,
- When the pleasure vessel is returned to the lessor at the place and on the date agreed in the rental agreement.

■ TERMINATION OF COVER

As this is a time-limited policy, the insured may not terminate his/her subscription to this policy.

Reimbursement may not therefore be requested after the subscription date as stated on the insurance certificate.

However, this subscription will be terminated automatically in the event that the rental contract is cancelled by the lessor. In such circumstances, the insured must immediately send OUEST ASSURANCES an email to contact@ouest-assurances.fr with details of the lessor's decision to cancel the rental contract.

■ PROTECTION OF PERSONAL DATA

TO WHOM IS PERSONAL DATA SENT?

Personal data is processed by the Insurer or by the Covéa Group to which it belongs, the data controllers.

The Insurer's contact information can be found on the contractual and pre-contractual documents given or made available to the insured. The Covéa Group is represented by Covéa, a mutual insurance group company governed by the French Insurance Code, Paris Trade and Companies Register 450 527 916, with registered office at 86-90 Rue St Lazare 75009 Paris. To obtain information about the Covéa Group, the insured may visit <https://www.covea.eu>.

Personal data may be sent to the staff of the data controllers, its contractually bound partners and subcontractors, reinsurers, professional organisations, insurance agencies or social agencies of the persons involved, insurance intermediaries, experts and the persons concerned by the policy.

These recipients may be located outside the European Union based on an adequacy decision or negotiated contractual conditions. These mechanisms are available from your Data Protection Officer.

WHY DOES THE INSURER NEED TO PROCESS PERSONAL DATA?

1. The insured's personal data is processed by the Insurer and the Covéa Group in order to:

- enter into, manage and provide coverage under the insurance policy;
- conduct marketing campaigns;
- allow the exercise of remedies and complaint management;
- carry out research and development activities;
- take preventive measures;
- prepare statistics and actuarial studies;
- combat insurance fraud;
- take anti-money laundering and terrorism financing actions;
- fulfil its current legal, regulatory and administrative obligations.

2. The legal basis of this processing is as follows: the legitimate interest of the data controllers for the purposes of marketing, combating insurance fraud, research and development and preventive measures; and the policy for the other purposes mentioned other than health data. When the legal basis is the policy, the refusal to provide data results in the inability to enter into the policy.

The legitimate interests of data controllers are: their business development, the development of new products and new services, and control over loss ratios.

3. In an effort to combat insurance fraud, the Insurer may, in case of detection of an anomaly, an inconsistency or an alert, enter the insured on a list of persons posing a risk of fraud in order to control its costs and protect its solvency. Before being entered on such a list, the insured will be notified individually.

WHAT SPECIFIC PROTECTION IS PROVIDED TO HEALTH DATA?

The Insurer and the Covéa Group process personal data relating to the insured's health for the purposes of entering into and managing his/her policy and/or processing and managing his/her claims. This data is also used to combat insurance fraud.

The insured's health data is required by the insurer to assess risks. Under no circumstances shall the insured's health data be used for direct marketing purposes.

Given its particular sensitivity, this health data may only be processed with the insured's consent. To ensure the confidentiality of health data and compliance with medical confidentiality obligations, it is intended exclusively for the insurer's medical department and solely for employees who are specifically trained in processing such data by the medical department.

The insured may choose not to give his/her consent or withdraw it at any time. If consent is refused or withdrawn, the insurer will not be able to assess the risk. Consequently, the policy will not be able to be entered into and claims will not be able to be investigated and managed. The insured may exercise his/her right of withdrawal by contacting the Data Protection Officer at the following address:

- Protection des données personnelles - Covéa Protection Juridique - Immeuble Neptune – 1 rue Galilée - 93195 Noisy-le-Grand cedex
- by email: protectiondesdonnees-pj@covea.fr

As part of its supplementary health insurance, the legal basis for processing the insured's health data is social protection. As required by prevailing laws, the insurer does not select risks based on the insured's health data.

HOW LONG IS PERSONAL DATA RETAINED?

Personal data processed in the course of entering into and managing the policy is retained in accordance with the statutory limitation periods based on the type of policy.

If a policy is not entered into, the insured's health data is retained for five years.

For marketing purposes, personal data is retained for three years from the collection date or from the last contact with the person which did not produce a response.

In case of entry on a fraud prevention list, personal data will be retained for five years.

WHAT ARE THE INSURED'S RIGHTS?

The insured has:

- a **right of access**, which allows them to obtain:
 - confirmation that data concerning them is (or is not) processed;
 - a copy of all personal data held by the data controller relating to him/her. This right concerns all data that is (or is not) processed

by the Insurer.

- a **right to request the portability** of certain data. More limited than the right of access, this right applies to personal data that the insured provided (actively, or which was observed in connection with their use of a service or device) in the course of entering into and managing their policy.
- a **right to object to processing**, which allows him/her to no longer receive direct marketing from the Insurer or its partners, or, for reasons relating to his/her particular situation, the right to stop his/her data being processed for research and development, anti-fraud and preventive purposes.
- a **right to request rectification**: this right allows the insured to have information concerning them rectified when it is obsolete or incorrect. It also allows them to add information concerning them when their information is incomplete.
- a **right to request erasure**: this right allows them to have their personal data erased subject to the statutory retention periods. In particular, it may apply if their data is no longer required for processing.
- a **right of limitation**, which allows them to limit the processing of their data (it is then no longer actively processed):
 - in case of unlawful use of their data;
 - if they dispute the accuracy of their data;
 - if they need to have the data to establish, exercise or defend their rights.
- a **right to human intervention**: the Insurer may use automated decision-making for risk assessment in order to underwrite or manage the insured's policy. In such circumstances, the insured may ask the Data Protection Officer what criteria were used as the basis for the decision.

The insured may exercise his/her rights by sending a letter to the following address:

- Protection des données personnelles - Covéa Protection Juridique - Immeuble Neptune – 1 rue Galilée - 93195 Noisy-le-Grand cedex
- by email: protectiondesdonnees-pj@covea.fr

The insured will be asked to show proof of their identity when requesting to exercise their rights.

They may register on the telemarketing opt-out list free of charge at www.bloctel.gouv.fr. In such circumstances, the insured will not receive marketing calls by telephone unless he/she has provided the insurer with his/her telephone number in order to be contacted or unless he/she holds a current policy with Covéa Protection Juridique.

They may give general instructions to a trusted third party or specific instructions to the data controller concerning the retention, erasure and communication of their personal data after their death. These instructions may be modified or revoked at any time.

In the event of disagreement over the collection or use of their personal data, insureds may refer the matter to the Commission Nationale de l'Informatique et Libertés (CNIL).

HOW TO CONTACT THE DATA PROTECTION OFFICER

For any additional information, the insured may contact the Data Protection Officer by writing to the following email address: deleguealaprotectiondesdonnees@covea.fr, or by post: Data Protection Officer - 86-90 Rue St Lazare 75009 Paris.

■ RIGHT OF CANCELLATION IN THE EVENT THAT THE POLICY IS TAKEN OUT AS A RESULT OF DIRECT MARKETING OR DISTANCE SELLING

If the contract was taken out as a result of direct marketing: any individual who is the subject of direct marketing at his/her home, residence or place of work, even at his/her request, and who signs an insurance proposal or a contract in such circumstances for purposes outside his/her business or professional activity, may cancel the policy by registered letter with acknowledgement of receipt within fourteen calendar days of the date on which the contract was taken out, pursuant to Article L 112-9 of the French Insurance Code.

If the policy was taken out without prior direct marketing but at a distance (including by telephone or online): Any individual who has entered into a distance contract for purposes outside his/her business or professional activity may cancel the contract within fourteen calendar days. This period starts to run on entry into the contract (or on the day on which the individual in question receives the contractual conditions and information if later) pursuant to Article L 221-18 of the French Consumer Code. To exercise this right, the policyholder must send a registered letter with acknowledgement of receipt to the general insurance agent with which he/she took out the policy, containing the following wording: "Dear Sir/Madam, I the undersigned hereby terminate the policy dated .../.../ Date and signature".

You will then be reimbursed, without any cost or penalty, within 30 days, for the share of the premium corresponding to the period of insurance during which no risks arose, unless a claim is made.

■ VALIDITY OF COMMUNICATIONS

Regardless of the operation carried out (e.g. subscription, modification, bank transfer or direct debit), the insured and the insurer agree to recognise the following documents as valid proof of the mutual commitments and the identity of the parties:

- emails exchanged,
- reproductions of information saved by Covéa Legal Protection on computer, digital or digitised media (including connection logs)
- certificates issued by competent authorities, in compliance with the legal provisions on limitation periods and the storage of data. In the event of a disagreement relating to such data, an application may be made to the competent courts to assess the scope of any contrary evidence.

■ EMAIL

The insured is solely responsible for his/her email address: he/she is responsible for regularly checking it and updating it immediately in the event of changes.

■ COMPLAINTS: HOW TO COMPLAIN?

"EXCESS WAIVER" COVER

Complaints department: In the event of a complaint, please contact your usual contact person on +33 02.99.82.53.34; contact@ouestassurances.fr. Ouest assurances – Complaints department - 16 avenue Jean Jaurès – 35400 SAINT-MALO. The Insured will receive an acknowledgement of receipt within ten (10) business days (excluding Sundays and public holidays) of receipt of the complaint. A response will be provided within two (2) months of the date of receipt of the complaint, except in the event of specific circumstances of which OUEST ASSURANCES shall keep them informed.

Mediation: If your complaint is unsuccessful, you may contact the **Insurance Ombudsman** by post at La Médiation de l'Assurance, Pôle CSCA, TSA 50110 75441 Paris CEDEX 09, or by email: le.mediateur@mediation-assurance.org

LEGAL PROTECTION INSURANCE

If the insured is unhappy with the way in which the Legal Protection Cover has been applied, he/she should first contact **his/her usual contact person**. His/her request will be reviewed and a response will be provided.

If, despite the explanations provided, the dispute persists, the insured may contact the **Insurer's Customer Relations Complaints Department:**

- by post: Covéa Protection Juridique Réclamations Relations Clients – "Le Neptune" 1 rue Galilée 93195 Noisy le-Grand cedex
- by telephone: +33 (0)1 49 14 84 44
- by email: contactrrc@covea.fr

which will provide a definitive answer.

In all cases, receipt of the complaint shall be acknowledged within 10 working days, unless a response is provided in the interim.

The insurer also undertakes to keep the insured informed if the date it has provided for resolving the complaint is likely to be exceeded.

The time required to process the complaint by the insured's usual contact person and the Customer Relations Complaints Department, if the insured has sent it the complaint, shall not exceed two months, except in special circumstances.

After all internal remedies have been exhausted or if no response is provided within the allotted time, the insured may, if the disagreement persists, refer the matter to the **Insurance Ombudsman:**

- directly on the website www.mediation-assurance.org*
- by post: La Médiation de l'Assurance TSA 50110-75441 Paris cedex 09

*The "Insurance Mediation" charter specifying the terms and conditions of the Insurance Ombudsman is available on this website.