

PASSENGER PROTECTION POLICY FOR INSOLVENCY COVER IN RESPECT OF THE DIRECTIVE (EU) 2015/2302 AND THE APPLICABLE LEGISLATION AND REGULATION TRANSPOSING THIS DIRECTIVE IN THE COUNTRY OF RESIDENCE OF THE POLICYHOLDER ON PACKAGE TRAVEL & LINKED TRAVEL ARRANGEMENTS

SCHEDULE

Policy Number:	B 1703/ LB2400940/2/3 1/0004 I
Policy Holder:	Pierre et Vacances S.A.
Trading As:	Center Parcs Europe B.V., Center Parcs Bungalownpark Eiffel GmbH, Center Parcs Netherlands B.V., CPSP Belgie N.V., Sunparks Leisure N.V., Center Parc Ardennen N.V., CP Resorts Exploitation France SAS, SNC Domain du lac de l'Ailette – Paris, Village Nature Tourisme SAS, Sunparks B.V., Terhills Vakantieparken N.V., Nordborg Resort A/S
Registered Address:	11 Rue de Cambrai, 75019 Paris This Insurance has been purchased by the Policyholder for or on behalf of the Insured Person(s) solely for their benefit.
Period of Insurance:	15/01/2025 up to 31/01/2026 (GMT) (both days inclusive)
Sum Insured:	All payments paid during the Period of Insurance to the Policyholder by the Insured Person and any reasonable and necessary costs incurred by the Insured Person(s) to continue with the pre-arranged travel arrangement and return to their country of departure as defined under Net Ascertained Financial Loss in the policy including Repatriation Costs where necessary.
Level of cover:	The Policyholder's turnover from Package Travel Arrangements or Linked Travel Arrangements only, no single element unless required by the applicable law in the country of residence of the Insured Person .
Territorial Limits:	France in respect of Package Travel Arrangements or Linked Travel Arrangements sold by the Policyholder for travel worldwide.
Premium:	As per IPP Quotation/Debit Note dated 08/01/2025
Insurer(s):	Liberty Mutual Insurance Europe SE This policy is underwritten by Liberty Mutual Insurance Europe SE. Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. Registered office: 5-7 rue Léon Laval, L-3372 Leudelange, Grand Duchy of Luxembourg. Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company. The Commissariat aux Assurances is located 11, rue Robert Stumper, L-2557 Luxembourg, Grand-Duché de Luxembourg. www.libertyspecialtymarkets.com

Signed for and on behalf of Liberty Mutual Insurance Europe SE

Director/ Authorised Signature:



International Passenger Protection (Malta) Ltd

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IMPORTANT INFORMATION

This is the **Policyholder's** Passenger Protection for Insolvency Cover In Respect Of The Directive (EU) 2015/2302 and the applicable legislation and regulation transposing this directive in the country of residence of the **Policyholder**, a legal document which sets out the insurance cover provided.

The policy is made up of this policy wording, the current **Schedule** and any other documents **We** may issue to the **Policyholder** that **We** advise will form part of the policy, for example endorsements and any documents issued in addition or substitution. The policy will be considered one contract. Please read the whole document carefully and keep it in a safe place.

It is important the **Policyholder**:

- checks the information contained in the **Schedule** is accurate;
- notifies **Us** of any inaccuracies in the information in the **Schedule**, or of any changes to that information (see "Notifying us of any changes or inaccuracies").

Failure to comply with the above could adversely affect this insurance or any claim made.

The insurance cover provided under this policy has been arranged for the **Policyholder** by International Passenger Protection (Malta) Ltd. Cover is provided by Liberty Mutual Insurance Europe SE (LMIE) as the insurer. See the **Schedule** for further details about LMIE.

In return for the **Policyholder** paying or agreeing to pay the premium, LMIE will provide the cover given in this policy. Cover is provided subject to the terms in this policy or endorsed on this policy.

If the **Policyholder** fails to comply with the terms of this policy, that does not affect the **Insured Persons** protection and rights to claim in the event of the **Policyholder's** insolvency, in accordance with the Directive (EU) 2015/2302 and the applicable legislation and regulation transposing this directive in the country of residence of the **Policyholder** on **Package Travel Arrangements or Linked Travel Arrangements**

Unless specifically agreed to the contrary by **Us** and the **Policyholder** this insurance shall be governed by French law and subject to the exclusive jurisdiction of the French courts.

Any provision in this insurance which is in clear conflict with the law which applies to the country in which the **Insured Person** lives, shall be amended to conform to the minimum requirements of that law. However, the specific terms of this insurance shall remain in force whenever possible.

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DEFINITIONS

Whenever the following words appear in **bold** in this policy, they will have the meanings shown below.

Financial Failure

As provided by Article R. 211-31 of the tourism code, the default of the tour operator may result either from the filing of a bankruptcy petition concerning the **Policyholder** or from a summons to pay by bailiff or registered letter with acknowledgement of receipt, followed by refusal or remaining without effect and for a period of forty-five (45) days from the notification of the summons.

Insured Person(s)

The person(s) having made a payment or on whose behalf a payment has been made to the **Policyholder** for **Package Travel Arrangements or Linked Travel Arrangements**. The **Insured Person** is the beneficiary under this policy, but they are not a contracting party under this policy.

Net Ascertained Financial Loss

- a Loss of either deposit(s) or the full price of the **Package Travel Arrangements or Linked Travel Arrangements** paid in advance by the **Insured Person(s)** to the **Policyholder**.
- b Following any **Package Travel Arrangements or Linked Travel Arrangements** being cut short:
 1. the amount corresponding with the travel services that cannot be delivered due to **Financial Failure**.
 2. the provision of assistance services by **Us** and additional costs reasonably and necessarily incurred to enable the **Insured Person** to:
 - i) continue with and complete the Scheduled journey or **Package Travel Arrangements or Linked Travel Arrangements**; or.
 - ii) where the **Package Travel Arrangements or Linked Travel Arrangements** includes transport of the **insured**, return to the country of departure including, if necessary, the financing of accommodation prior to the **Insured Person's** return.

The amount payable under b i) and ii) is limited to the additional cost incurred by the **Insured Person** in respect of the same or similar standard of accommodation and/or transportation as enjoyed prior to the **Package Travel Arrangements or Linked Travel Arrangements** being cut short.

Package Travel Arrangements or Linked Travel Arrangements

As defined in the Directive (EU) 2015/2302 and the applicable legislation and regulation transposing this directive in the country of residence of the **Policyholder** on Package Travel & Linked Travel Arrangements and booked through the **Policyholder**.

Period of Insurance

The length of time for which this insurance is in force, as shown in the **Schedule**.

Cover is extended for **Insured Persons** in respect of **Financial Failure** of the **Policyholder** beyond the **Period of Insurance** until they return home from the **Package Travel Arrangements or Linked Travel Arrangements** booked during the **Period of Insurance**.

Policyholder

The tour operator, organiser, intermediary or retailer named on the **Schedule**. The **Policyholder** is the contracting party for this insurance.

Repatriation Costs

Funds required for the transportation of **Insured Persons** as well as reasonable additional living expenses that would result directly from the organisation of the repatriation with respect to the transportation arrangements under this insurance.

Schedule

The document showing the **Policyholder**, the amounts insured, and the **Period of Insurance**.

We/Us/Our

International Passenger Protection (Malta) Ltd (IPP) on behalf of Liberty Mutual Insurance Europe SE as insurers of this policy.

HOW TO MAKE A CLAIM

If any incident occurs which could result in a claim, the **Insured Person** must do the following:

1. Notify Sedgwick Claims Management Services as soon as possible, quoting the name of the **Policyholder** and the reference TOFI FR/I and giving full details of what by one of the following methods:

- Online claims reporting: www.ipplondon.co.uk/claims.asp

Using the online form captures the key details we need to handle the claim as quickly as possible.

- Telephone: +31 (0)10 312 06 66
- Email: ippclaims@nl.sedgwick.com
- IPP Claims at Sedgwick
Postbus 23212
3001 KE Rotterdam
The Netherlands

2. Provide **Us** with any other information **We** may require.

3. Take all reasonable care to limit any loss.
4. If the **Insured Person** is abroad at the time of the **Financial Failure** of the **Policyholder** and does not wish to make their own arrangements to get back to their country of departure then **We** will provide services to assist with their return to their country of departure.

If the **Insured Person** does not comply with the above, the claim may not be paid, or any claim payment could be reduced.

Pursuant to the recommendation no. 2022-R-01 dated 9 May 2022 on the handling of claims of the Autorité de contrôle prudentiel et de résolution (“**ACPR**”), **We** undertake to acknowledge receipt of your claim within ten (10) working days following the date it is sent (unless the claim is also answered within this period) and, in any event, to respond to your claim within a maximum of two (2) months following the date it was sent (the postmark being taken as proof for claims sent by post).

TERMINATION OF THIS INSURANCE

The **Policyholder** can terminate this insurance after a period of one (1) year, by sending **Us** a notification by registered letter with acknowledgement of receipt or any other durable medium at least two (2) months before its expiry date.

We can terminate this insurance after a period of one (1) year, by sending the **Policyholder** a notification by registered letter with acknowledgement of receipt at least two (2) months before its expiry date. Such termination will not affect cover for bookings made through the **Policyholder** prior to the date of that notice of termination.

In addition to the cases of termination of this insurance provided for by the insurance code, this insurance terminates by its execution or for the following reasons as stated in Article R. 211-33 of the tourism code:

- loss of membership in the collective guarantee organization or in a group of associations or non-profit organizations or denunciation of the financial guarantee commitment made by **Us**;
- removal of the **Policyholder** from the register mentioned in Article L. 141-3 of the tourism code.

THE POLICYHOLDER'S DUTIES

Deliberate deception and misrepresentation

The insurance policy will be declared null and void in the event of deliberate deception or misrepresentation on the part of the **Policyholder**, when such deception or misrepresentation changes the subject matter of the risk or diminishes the insurer's opinion of it, even though the risk omitted or misrepresented by the **Policyholder** had no influence on the loss.

In such case, the premiums paid remain the property of the insurer, who is entitled to payment of all premiums due as damages.

An omission or misrepresentation on the part of the **Policyholder**, whose bad faith is not established, does not render the insurance null and void.

If it is established before any loss, the insurer has the right either to maintain the contract, subject to an increase in the premium accepted by the **Policyholder**, or to terminate the contract ten (10) days after notification to the insured by registered letter, returning the portion of the premium paid for the time during which the insurance is no longer in force.

In the event that the finding is made only after a loss, the indemnity shall be reduced in proportion to the rate of premiums paid in relation to the rate of premiums that would have been due if the risks had been fully and accurately declared.

Notifying us of any changes or inaccuracies

The **Policyholder** must notify **Us**:

- without delay if it becomes aware that information provided to **Us** is inaccurate;
- within fourteen (14) days of the **Policyholder** becoming aware of any changes in the information they have provided to **Us** which happens before the start of the **Period of Insurance**.

When **We** are notified, that information previously provided is inaccurate, or of any changes to that information, **We** will tell the **Policyholder** if this affects this insurance. For example, the terms of this insurance may need to be amended, or the **Policyholder** may need to pay more for this insurance, or this insurance may need to be cancelled in accordance with the "Termination of this insurance" section.

In particular, pursuant to Article R. 211-30 of the tourism code, each year, the **Policyholder** must provide **Us** with all the documents necessary for a fair assessment of the risk likely to be borne **Us**. The **Policyholder** must inform **Us** in the event of a significant change in activity during the year.

Maintenance of records

The **Policyholder** must provide an itemised **Schedule** of paying passengers who have transacted bookings with the **Policyholder**.

Failure to pay premium

In the event of non-payment of the premium within ten (10) days of its due date, the **Policyholder** is liable to the insurer implementing the provisions of article L. 113-3 of the Insurance Code, which allows the insurer, on the one hand, by registered letter addressed to the last known address of the **Policyholder**, to suspend coverage thirty (30) days after the sending of this letter, and then, in the absence of payment during the period of suspension of coverage, to terminate the contract ten (10) days after the expiration of the above-mentioned period of thirty (30) days.

TIME LIMITS TO BE RESPECTED

Pursuant to Article L. 114-1 and seq. of the Insurance Code, all actions arising from an insurance contract are prescribed by two (2) years from the event that gave rise to them. As an exception, actions arising from an insurance contract relating to damage resulting from land movements due to drought and soil dehydration, recognized as a natural disaster under the conditions provided for in Article L. 125-1 of the Insurance Code, are prescribed by five (5) years from the event giving rise to them.

However, this period does not run:

- in the case of concealment, omission, false or inaccurate statement of the risk, from the day the insurer became aware of it;
- in the event of a loss, from the day on which the parties concerned became aware of it, if they prove that they were unaware of it until then.

When the Insured's action against the insurer is based on recourse by a third party, the limitation period shall run only from the day on which the third party took legal action against the insured or was compensated by the latter. The limitation period is extended to ten (10) years in contracts of insurance against accidents to persons, when the beneficiaries are the rightful claimants of the deceased Insured.

The prescription is interrupted:

- by one of the ordinary causes of interruption of the prescription, namely:

- any legal action, including summary proceedings, any order, seizure or protective or enforcement measure served on the person who is to be prevented from prescribing, in accordance with Articles 2241 to 2244 of the Civil Code;
 - any unequivocal acknowledgement by the Insurer of the Insured's right, or any acknowledgement of debt by the Insured to the Insurer in accordance with Article 2240 of the Civil Code;
 - any legal demand or compulsory execution measure against a joint and several debtor, any acknowledgement by the Insurer of the Insured's right or any acknowledgement of debt by one of the joint and several debtors interrupts the limitation period with respect to all the co-debtors and their heirs, in accordance with Article 2245 of the Civil Code;
- as well as in the following cases provided for by article L. 114-2 of the Insurance Code:
- any appointment of an expert following a loss;
 - any sending of a registered letter or an electronic registered letter, with acknowledgement of receipt, by (i) the insurer to the insured with regard to the action for payment of the premium and (ii) the insured to the insurer with regard to the payment of the indemnity.

Notwithstanding Article 2254 of the Civil Code, and in accordance with Article L. 114-3 of the Insurance Code, the parties to the insurance contract may not, even by mutual agreement, modify the duration of the limitation period, nor add to the causes of its suspension or interruption.

WHAT IS COVERED

As a result of **Package Travel Arrangements or Linked Travel Arrangements** booked during the **Period of Insurance** being cancelled or cut short due to the **Financial Failure** of the **Policyholder**, **We** agree to:

- the continuation of the **Package Travel Arrangements or Linked Travel Arrangements**, where **We** agree this is possible; or
- cover the **Insured Person's Net Ascertained Financial Loss**; and
- where the trip or holiday has already started and the **Packaged Travel Arrangements or Linked Travel Arrangements** includes transport of the **Insured Person**, assist the **Insured Person's** return to their country of departure and, where necessary, provide accommodation pending repatriation.

If Cancelled Before Departure:

Loss of either deposit(s) or the full price of the **Package Travel Arrangements or Linked Travel Arrangements** paid in advance to the **Policyholder**.

If Cancelled After Departure:

Following any **Package Travel Arrangements or Linked Travel Arrangements** being cut short, the provision of assistance services and additional costs reasonably and necessarily incurred to enable the **Insured Person** to return to the country of departure including, if necessary, the financing of accommodation prior to the **Insured Person's** return.

Pursuant to Article R. 211-31 of the tourism code, in the event of legal proceedings initiated by the **Insured Person** against the **Policyholder**, the **Insured Person** must notify **Us** of the summons by registered letter with acknowledgement of receipt.

If **We** dispute the existence of the conditions for entitlement to payment or the amount of the claim, the **Insured Person** may bring the matter directly before the competent court.

PROVIDED ALWAYS THAT:

The total amount covered will in no case exceed the Sum Insured stated in the **Schedule**.

PLEASE NOTE:

As provided by the Article R. 211-31 of the tourism code, the implementation, in emergency, of this insurance in order to ensure the repatriation of **Insured Persons** is decided by the *Prefet* who requires **Us** to release, immediately and as a priority, the funds necessary to cover the **Repatriation Costs**.

PAYMENT OF THE INDEMNITY TO THE INSURED PERSON

Pursuant to Article R. 211-32 of the tourism code, except in the case of repatriation for which the payment of expenses is made without delay, the payment is made by **Us** within three (3) months of the presentation of the written request, accompanied by the supporting documents.

In the event of termination of this insurance before the expiry of this period, the starting point of the period is postponed to the date of publication of the notice provided for in article R. 211-33 of the tourism code.

However, if the **Insured Person** is the subject of collective proceedings during the period set out in the first paragraph, payment of the claims may be deferred until the statement of claims is filed with the court registry under the conditions set out in Articles R. 624-8 to R. 624-11 of the commercial code.

We are subrogated by operation of law to all the rights of the discharged creditor, as provided for in Article 2309 of the civil code, with respect to the debt of the **Insured Person** and within the limit of the reimbursement or restitution made by it.

WHAT IS NOT COVERED

A. THERE IS NO COVER UNDER THIS POLICY FOR ANY CLAIM OR LOSS IN ANYWAY CAUSED BY OR RESULTING FROM:

- 1. WAR, CIVIL WAR, INVASION, HOSTILITIES WHETHER OR NOT WAR HAS BEEN DECLARED.**
- 2. REBELLION, REVOLUTION, INSURRECTION, MILITARY OR USURPED POWER.**
- 3. NUCLEAR REACTION, NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION.**
- 4. CIVIL COMMOTION ASSUMING THE PROPORTIONS OF OR AMOUNTING TO A POPULAR RISING RIOT, STRIKE, LOCKOUTS, MARTIAL LAW OR THE ACT OF ANY PERSON OR AUTHORITY TO SUPPRESS ANY OF THE ABOVE.**

B. THERE IS NO COVER UNDER THIS POLICY FOR ANY:

- 1. TRAVEL ARRANGEMENTS NOT FORMING PART OF PACKAGE TRAVEL ARRANGEMENTS OR LINKED TRAVEL ARRANGEMENTS.**
- 2. LOSS WHEN THE DATE OF FINANCIAL FAILURE OF THE POLICYHOLDER IS BEFORE THE START OF THE PERIOD OF INSURANCE.**

3. **CLAIM WHERE THE INSURED PERSON(S) HAS ALREADY RECEIVED REIMBURSEMENT OF THEIR NET ASCERTAINED FINANCIAL LOSS.**
4. **FINANCIAL LOSS A TRAVEL INTERMEDIARY SUSTAINS IN RELATION TO ANY INSOLVENCY OF A POLICYHOLDER WHILST ACTING ON BEHALF OF AN INSURED PERSON.**

FOR THE PURPOSE OF THIS POLICY, TRAVEL INTERMEDIARY ARE TRAVEL AGENTS, BOOKING AGENTS, OR ANY AGENT THAT PARTICIPATES IN THE SALE AND/OR BROKERAGE OF TRAVEL AND TOURISM-RELATED PRODUCTS AND SERVICES.

CLAIMS CONDITIONS

1. At any stage of a claim, **We** may appoint any other person or persons to assist with the investigation and settlement.
2. The **Policyholder** and/or the **Insured Persons** and their representatives must co-operate fully with **Us** and any other person or persons authorised by **Us** in the investigation, adjustment and/or settlement of any claim notified to **Us**.
3. The **Policyholder** and/or the **Insured Persons** must provide all documentation that **We** request to assist in the claim, for example invoices and receipts.
4. **We** may, at **Our** discretion:
 - take full responsibility for conducting, defending or settling any claim in the **Policyholder** and/or the **Insured Persons'** names; and
 - take any action **We** consider necessary to enforce the **Policyholder** and/or the **Insured Persons'** rights or **Our** rights under this insurance.
5. The **Policyholder** and/or the **Insured Persons** and their representatives must not do anything either before or after a loss that limits, restricts or waives **Our** legal rights without **Our** prior written permission. For example, the **Policyholder** and/or the **Insured Persons** must not enter into any contract that limits, restricts, waives or otherwise impairs their right to recover from anyone who may be liable to them for a loss that is otherwise covered by this insurance.

Failure to comply with the conditions above may have an adverse effect on any claim made under this policy.

Fraudulent claims

If the **Insured Person** makes a fraudulent claim under this insurance:

- (a) the claim will not be paid; and
- (b) the **Insured Person** may need to return any sums paid to them in respect of the claim; and
- (c) by notice to the **Insured Person**, this insurance will be terminated with immediate effect.

If this insurance is terminated under clause (c) above:

- (a) there will be no cover or potential cover in respect of a relevant event occurring after the termination. A relevant event is whatever gives rise to cover or may give rise to cover under this insurance (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (b) all premiums paid will be retained.

This condition will only apply to the **Insured Person(s)** who made or attempted to make a fraudulent claim under this insurance.

GENERAL CONDITIONS

1. No provision or condition of this policy may be waived or modified except by an endorsement signed by an authorised official on **Our** behalf. Any modifications required the written consent of the **Policyholder**.
2. Where legally permitted under the law applying to this policy, the coverage **We** provide under this policy for any loss incurred by the **Insured Person(s)** arising from the **Financial Failure** of the **Policyholder** is subsidiary to other parties obliged to provide benefits in such case, e.g.:
 - the **Insured Person(s)** payment card issuer; or
 - from any other existing insurance policy, the **Insured Person(s)** hold that may provide cover for such loss.

If part payment for any loss incurred is received by the **Insured Person(s)** from either their payment card issuer or under any other existing insurance policy they hold, this policy will apply in excess of that part payment. However, the amount **We** pay will in no case exceed the Sum Insured stated in the **Schedule**.

If the **Insured Person(s)** recovery claim from either their payment card issuer or any other existing insurance policy they hold is unsuccessful, either in whole or in part, **We** will deal with the **Insured Person(s)** claim in line with the terms, conditions, exclusions and limits under this policy.

However, nothing in this clause shall limit **Our** liability and obligations under this policy, including liability for **Net Ascertained Financial Loss** incurred by **Insured Person(s)** arising from the **Financial Failure** of the **Policyholder**.

HOW TO MAKE A COMPLAINT

Liberty Mutual Insurance Europe SE aims to provide a high-quality service to all its customers. If you feel dissatisfied or if you have any questions about your contract or the handling of a claim, then in the first instance you should contact International Passenger Protection Ltd.

If you are still not satisfied with the service, you have received and wish to make a complaint you may do so in writing or verbally quoting the policy and/or claim number using the contact details below:

Compliance Officer
Liberty Mutual Insurance Europe SE
20 Fenchurch Street
London
EC3M 3AW
Tel: +44 (0) 20 3758 0840
Email: complaints@libertyglobalgroup.com

or
Compliance Officer
Liberty Mutual Insurance Europe SE
5-7 rue Léon Laval
L-3372 Leudelange
Grand Duchy of Luxembourg
Tel: +352 28 99 13 00
Email: complaints@libertyglobalgroup.com

If you are still not satisfied, you may be entitled to refer the dispute to the Insurance Ombudsman, which is a free and impartial service, who may be contacted at:

La Médiation de l'Assurance
TSA 501 10
75441 Paris Cedex 09

To confirm whether you are eligible to ask the Insurance Ombudsman to review the complaint find out more at:
<http://formulaire.mediation-assurance.org>



As part of its mission to protect insureds, the ACPR receives requests and complaints from insureds of insurance undertakings and their intermediaries. You may therefore also contact them to obtain information at the following address:

Autorité de Contrôle Prudentiel et de Résolution
4, Place de Budapest
CS 92459, 75 436 PARIS Cedex 09
Tel: (+33) 01 49 95 40 00

Alternatively, as Liberty Mutual Insurance Europe SE is a Luxembourg insurance company, you are also entitled to refer the dispute to any of the following dispute resolution bodies in Luxembourg:

Commissariat aux Assurances,
7, boulevard Joseph II
L-1840 Luxembourg
Tel : (+352) 22 69 11 - 1
Email : caa@caa.lu
www.caa.lu

or Médiateur en Assurances
ACA,
12, rue Erasme
L-1468 Luxembourg
Tel : (+352) 44 21 44 1
Email : mediateur@aca.lu
www.ulc.lu/fr/organes/detail.asp?T=2&D=descr&ID=6

or

Service national du Médiateur de la consommation
6, rue du Palais de Justice
Luxembourg, 1841
Tel: (+352) 46 13 11
Email: info@mediateurconsommation.lu
www.mediateurconsommation.lu/

You may also wish to consult the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr

The complaints handling arrangements above are without prejudice to your rights in law.

USEFUL INFORMATION

Privacy Notice

How Liberty Specialty Markets Uses Your Personal Data

Liberty Specialty Markets takes the protection of your personal data seriously and is committed to protecting your privacy. There are a number of different companies within **Our** group. The specific company within Liberty Specialty Markets which acts as the "data controller" of your personal data will be the organisation providing the policy as set out in the documentation that is provided to you.

If you are unsure, you can also contact **Us** at any time by e-mailing **Us** at dataprotectionofficer@libertyglobalgroup.com or by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK. Where you provide **Us** or your agent or broker with details about other people, you must provide this notice to them.

In order for **Us** to deliver **Our** insurance services, deal with any claims or complaints that might arise and prevent and detect fraud, **We** need to collect and process personal data. The type of personal data that **We** collect will depend on **Our** relationship with you: for example, as a policyholder, third party claimant or witness to an incident. Your information will also be used for business and management activities such as financial management and analysis. This may involve sharing your information with, and obtaining information about you from, **Our** group companies and third parties such as brokers, credit reference agencies, reinsurers, claims handlers and loss adjusters, professional advisors, **Our** regulators or fraud prevention agencies. **We** also collect personal data about **Our** suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

Please see the full privacy notice available at <https://www.libertyspecialtymarkets.com/fr-fr/privacy-and-cookies> for further information on how your personal data is used and the rights that you have in relation to the personal data **We** hold about you. Please contact **Us** using the details above if you wish to see the privacy notice in hard copy.

Sanctions Suspension Notice

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

- a. United Nations' resolution(s); or
- b. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as the insurer would no longer be exposed to any such sanction, prohibition or restriction.

Non-Assignment

No title, right or interest under this policy may be assigned, transferred, conveyed or otherwise disposed of without **our** consent in writing. Any attempt to assign rights or interests without **our** written consent is null and void.

Cyber Risks Endorsement

This Policy does not contain a specific **Cyber Act** or **Cyber Incident** exclusion, therefore a Loss (as defined in the Policy to which this endorsement is attached) due to a **Cyber Act** or a **Cyber Incident** will be payable subject to all of the terms, conditions, warranties and exclusions of this Policy.

Definitions

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident means:

- I.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- I.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Luxembourg Professional Secrecy Notice

IMPORTANT INFORMATION

Luxembourg Professional Secrecy

As a Luxembourg insurance undertaking, Liberty Mutual Insurance Europe SE is subject to an obligation of professional secrecy under the Luxembourg Act of 7 December 2015 on the insurance sector, as amended (the “Luxembourg Act”).

The provisions of the Luxembourg Act apply where this Policy insures risks that are located in the European Economic Area.

The **Policyholder** acknowledges and agrees that:

- (a) **We** shall be permitted to (i) outsource certain services, activities or tasks to, and (ii) rely on services provided by, external providers (including **Our** branches and group companies) that may or may not be (a) regulated or (b) located in the Grand-Duchy of Luxembourg (the “Service Providers”);
- (b) any information that the **Policyholder** or an authorised representative has provided to **Us** may be communicated to a Service Provider in the context of outsourcing/ reliance on services. This includes information that may directly or indirectly identify the **Policyholder**, a beneficiary under the Policy or an authorised representative (including present and past employees, directors and officers). The types of information that may be transmitted to Service Providers include, but are not limited to, (i) contact information, such as name, address, email and telephone number; (ii) general information, such as date and place of birth, marital and family status; (iii) official identification, such as national insurance number, tax identification number, passport number or other government issued identification number; (iv) corporate information, such as date of incorporation, registered office address, business activity, registered company number or details of shareholders; and (v) any other information relating to the **Policyholder** and/or its beneficial owner and/or a beneficiary under the Policy and/or an authorised representative (“Policyholder Information”);
- (c) it has read and accepted the information provided on **Our** website www.libertyspecialtymarkets.com/Luxembourg-Professional-Secrecy about (i) the types of services **We** may outsource to Service Providers; (ii) the types of information **We** may transmit to Service Providers; and (iii) the countries in which the Service Providers are located, and understands that such information may be updated from time to time; and
- (d) the transfer and/or disclosure of Policyholder Information to Service Providers is in its best interest and the **Policyholder** accepts all consequences resulting from such transfer and/or disclosure.

This notice relates solely to **Our** professional secrecy obligations under the Luxembourg Act and is not intended to be a notice or meet any obligations under applicable data protection legislation. Please refer to the privacy notice available at www.libertyspecialtymarkets.com/privacy-and-cookies for information about how **We** process any personal data received.