

Standard Terms Assistance guarantees

Insurance and assistance agreement taken out on behalf of a third party relating to the BlaBlaCar contract – n° 04 418

These Standard Terms have been drawn up in accordance with article L 112-2 of the French Insurance Code. They describe the assistance benefits, exclusions and obligations of the **driver and BlaBlaCar passenger** (as defined below) granted under the insurance and assistance agreement n° 04 418 taken out on behalf of third parties drawn up in accordance with article L. 112-2 of the French Insurance Code and subscribed by **Comuto SA** on behalf of the beneficiaries designated below with **Inter Partner Assistance SA**. Comuto SA is the only policyholder under the insurance policy and **you** benefit from insurance by virtue of **you** being registered as a driver or passenger with BlaBlaCar on an **eligible trip**. The insurance policy does not give **you** direct rights against Inter Partner Assistance SA save in the case of a valid claim, enabling **you** to benefit from the insurance benefits described below.

The insurance policy issued to Comuto SA by Inter Partner Assistance SA and under which **you** benefit from insurance is governed by French law and notably the French Insurance Code. If there is a dispute, it will only be dealt with in the competent courts of France.

You should read this document carefully to make sure **you** understand the insurance benefits **you** benefit from.

Please note the general exclusions that apply to the insurance benefits, and the general conditions that **you** must follow so **you** are entitled to them. These are provided for under the Chapters 1 and 2 below.

This insurance and assistance agreement taken out on behalf of third parties is not a ground base motor vehicle insurance contract and does not replace mandatory car insurance.

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Chapter 1 – Motor Breakdown and Onward Travel

BlaBlaCar is a trading name of Comuto SA (a company registered in France under company number RCS Paris 491904546) whose registered office is at 84 Avenue de la République, 75011 Paris, France.

Inter Partner Assistance SA is a member of the AXA Partners Group, Avenue Louise 166, 1050 Brussels, Belgium, insurance company established in Belgium and regulated by the National Bank of Belgium (<https://www.nbb.be/en>) under the number 0487, Company number: 0415.591.055 RPM Brussels.

AXA Assistance (UK) Limited (a company registered in the UK under company number 02638890) with registered office at The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, United Kingdom, appointed to manage claims under this Chapter 1 and operating the 24-hour motoring assistance hotline.

Introduction

You must notify **AXA** of any incident that **you** feel could give rise to a claim under the insurance policy issued to Comuto SA. Strict compliance with conditions outlined below is required if **you** are to benefit from insurance.

Article 1 – Meaning of words

In this Chapter 1, wherever words and phrases appear in bold, they will always have the following meanings.

AXA

AXA Assistance (UK) Ltd of The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1

1PR, United Kingdom, appointed to manage claims under this Chapter 1 and operating the 24-hour dedicated claims hotline.

You, your driver

The person registered with BlaBlaCar as the car driver for an **eligible trip**, having a UK mobile phone number, and carrying **BlaBlaCar Passengers** in the vehicle as part of an **eligible trip**. We will only help up to seven people, including the **driver**.

We, our, us

AXA Assistance (UK) Ltd and Inter Partner Assistance SA.

Vehicle(s)

Vehicle means the private car used for an **eligible trip**, carrying at least one **BlaBlaCar Passenger**, which is less than 16 years old and which is:

- no longer than 5.1 metres;
- no heavier than 3,500 kilograms;
- no higher than 1.95 metres; and
- no wider than 2.1 metres (excluding folding items such as wing mirrors);

Eligible trip

A trip posted by a **driver** which is booked in advance via the online booking system of the BlaBlaCar website, using a UK mobile number, to carry at least one **BlaBlaCar Passenger** whose **place of pick up** or **place of destination** is situated within the UK.

Insurer

Inter Partner Assistance SA (IPA), a Belgian firm of Avenue Louise, 166 bte1, 1050, Brussels, Belgium, which is authorised by the National Bank of Belgium.

Breakdown

Not being able to use the **vehicle** because of:

- a mechanical breakdown;
- an accident;
- vandalism;

- a fire;
- a theft or an attempted theft;
- a flat tyre;
- a flat battery;
- it having no fuel; or
- putting the wrong fuel into it;

Territorial limits

The United Kingdom (Great Britain, Northern Ireland, Channel Islands and The Isle of Man), Albania, Andorra, Austria, Belarus, Belgium, Bulgaria, Bosnia and Herzegovina, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Iran, Israel, Italy, Latvia, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia, Serbia, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey and Ukraine.

Personal Data

The personal data relating to **you**, which is collected by Comuto SA, and provided by either Comuto SA or **yourself** to the relevant third parties identified in this Chapter 1. The **personal data** is limited to the data which is necessary for the purpose of providing **you** with the Motor Breakdown and Onward Travel insurance benefits described in this Chapter 1.

Place of pick up

Meeting point as advertised by the **driver** on the BlaBlaCar website to pick up a **BlaBlaCar Passenger**.

Place of destination

The destination as advertised by the **driver** on the BlaBlaCar website where they will leave a **BlaBlaCar Passenger**.

Place of Takeover

The place where the **driver** starts the **eligible trip**.

Period Of Cover

The period during which a **BlaBlaCar Passenger** who booked the **eligible trip** is in the vehicle subject to a maximum of 24 hours after departure from the last **place of pick up**.

Policyholder

Comuto SA, whose registered office is 84 avenue de la République, 75011 Paris, France, registered under the company number 491 904 546 RCS Paris.

Misfuelling

Accidental filling of the fuel tank with inappropriate fuel for the **vehicle**.

BlaBlaCar Passenger

A member of BlaBlaCar, who booked an **eligible trip** on the BlaBlaCar Website, and whose **place of pick up** or **place of destination** is situated within the UK.

The insurance benefits provided under this chapter are governed by the general conditions and general exclusions shown in sections C and D.

Article 2 – Scope and conditions of insurance benefits

Section A – Roadside Assistance

What is covered

- If the **vehicle** breaks down, **AXA** will arrange and pay for a breakdown vehicle to come to the **vehicle** (and provide labour for up to one hour) to try to get it working again. If the **vehicle** cannot be made safe to drive at the place **you** have broken down, **AXA** will arrange for the **vehicle**, the **driver** and up to 6 passengers to be recovered to a suitable local garage within 20 miles for it to be repaired. **You** must pay the cost of any repairs. If several locations are eligible, the **driver** will choose.

- If the vehicle is taken by **AXA** to a local garage and cannot be repaired the same day, **AXA** will provide the **driver** with the most suitable option from the following:
 - The cost of transportation by rail (second class), air (economy class) or hire car to the **place of destination** or **place of takeover**.
 - Overnight accommodation: **AXA** will pay the costs for bed and breakfast for up to two nights only for up to £80 per night.

It is the responsibility of the **driver** to return to collect the **vehicle** at the **driver's** own cost.
- If the **vehicle** is taken by **AXA** to a local garage and cannot be repaired the same day, **AXA** will also reimburse the cost of transportation by rail (second class), air (economy class) or hire car for up to six passengers, to the **place of pick-up** of the **eligible trip**, or the **place of destination** of the **eligible trip**, depending on the most suitable option for each passenger.
 - If there is not transport available immediately, **AXA** will pay the costs for bed and breakfast overnight accommodation for one night up to £80 per passenger.
- If the **driver** loses or breaks the **vehicle** keys, **AXA** will pay for the call-out and mileage back to its rescue operator's base. The **driver** will have to pay all other costs. **AXA** will pass on up to two messages to either the **driver's** home or place of work to tell them about the situation.
- If, during the **eligible trip**, the **driver** cannot drive because of an injury or illness, and there is no one else able or qualified to drive the **vehicle**, **AXA** will

provide, and pay for, a driver to finish the **eligible trip** or return the **vehicle** and passengers to the **place of pick up**.

WHAT IS NOT COVERED

- TRIPS THAT ARE NOT **ELIGIBLE TRIPS**.
- ANYTHING MENTIONED IN THE GENERAL EXCLUSIONS. (PLEASE SEE SECTION C.)

Section B – Misfuelling

The insurance benefits in this section apply as well as the benefits shown in section A.

What is covered

AXA will pay for the following if a **vehicle** is subject to **misfuelling** during the **period of cover** in the United Kingdom only. The following applies both on the forecourt on-site and once the **vehicle** has been driven away from the forecourt:

- draining and flushing the fuel tank using a specialist roadside **vehicle** or
- recovery of the **vehicle**, the **driver** and up to 6 passengers to the nearest repairer to drain and flush the fuel tank and
- replenishing the fuel tank with 10 litres of the correct fuel

Up to a maximum value of £250 per claim. **You** will be responsible for paying any costs in excess of £250 per claim.

WHAT IS NOT COVERED

- ANY CLAIM RELATING TO **MISFUELLING** THAT HAPPENED BEFORE THE **ELIGIBLE TRIP** BEGAN;
- FUEL, OTHER THAN THE 10 LITRES OF CORRECT FUEL TO REPLENISH THE FUEL TANK AFTER DRAINING AND FLUSHING OUT THE CONTAMINATED FUEL;
- ANY CLAIM RESULTING FROM FOREIGN MATTER ENTERING THE FUEL SYSTEM EXCEPT FOR DIESEL OR PETROLEUM;

- **MECHANICAL OR COMPONENT DAMAGE TO YOUR VEHICLE WHETHER OR NOT CAUSED AS A RESULT OF MISFUELLING OR THE COST OF HIRING AN ALTERNATIVE VEHICLE IN THE EVENT MECHANICAL OR COMPONENT DAMAGE IS SUSTAINED.**
- **ANY DEFECT ARISING DIRECTLY AND/OR INDIRECTLY AS A RESULT OF MISFUELLING OR A DEFECT WHICH EXISTED BEFORE THE INCIDENT OF MISFUELLING.**
- **ANYTHING MENTIONED IN THE GENERAL EXCLUSIONS (PLEASE SEE SECTION C).**

Additionally:

- **If misfuelling results in mechanical damage that cannot be repaired within an hour, AXA will also cover :**
 - the cost of transportation by rail (second class), air (economy class) or hire car for up to six passengers, to the **place of pick-up** of the eligible trip, or the **place of destination** of the eligible trip, depending on the most suitable option for each passenger.
 - if there is not transport available immediately, AXA will pay the costs for bed and breakfast overnight accommodation for one night up to £80 per passenger.
- **If misfuelling results in mechanical damage that cannot be repaired the same day, AXA will provide the driver with the most suitable option from the following:**
 - the cost of transportation by rail (second class), air (economy class) or hire car to the **place of destination** or **place of takeover**.
 - overnight accommodation: AXA will pay the costs for bed and

breakfast for up to two nights only for up to £80 per night.

Section C – General exclusions that apply to all parts of the insurance benefits

You WILL NOT BENEFIT FROM INSURANCE FOR THE FOLLOWING:

1. THE COST OF PAINTWORK AND OTHER COSMETIC ITEMS.
2. LABOUR COSTS FOR MORE THAN ONE HOUR OF ROADSIDE HELP.
3. ANY **BREAKDOWN** OR RECOVERY OUTSIDE OF THE **ELIGIBLE TRIP**.
4. THE COST (AND GUARANTEEING THE QUALITY) OF REPAIRS WHEN THE **VEHICLE** IS REPAIRED IN ANY GARAGE THE **VEHICLE** IS TAKEN TO.
5. ANY COSTS FOR **VEHICLES** WHICH HAVE NOT BEEN MAINTAINED AND USED IN LINE WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. ANY CALL-OUT OR RECOVERY COSTS AFTER A **BREAKDOWN** WHERE THE POLICE OR OTHER EMERGENCY SERVICES INSIST ON THE **VEHICLE** BEING PICKED UP IMMEDIATELY BY ANOTHER ORGANISATION. **YOU** WILL HAVE TO PAY, BY CREDIT OR DEBIT CARD, ANY FEES TO STORE OR RELEASE THE **VEHICLE**.
7. ANY TOLL OR FERRY FEES INCURRED BY THE **DRIVER** OR THE DRIVER OF THE RECOVERY VEHICLE WHILST TRANSPORTING **YOUR VEHICLE**.
8. HELP OR RECOVERY IF THE **VEHICLE** IS PARTLY OR COMPLETELY BURIED IN SNOW, MUD, SAND OR WATER.
9. DAMAGE OR COSTS THAT ARISE FROM THE RECOVERY OPERATOR TRYING TO GET INTO THE **VEHICLE** AFTER **YOU** HAVE ASKED FOR HELP.
10. LOSSES OF ANY KIND THAT COME FROM PROVIDING, OR DELAYS IN PROVIDING, THE SERVICES THESE BENEFITS RELATE TO (FOR EXAMPLE, A LOSS OF EARNINGS, THE COST OF FOOD AND DRINK AND COSTS **AXA** HAS NOT AGREED BEFOREHAND.)
11. LOSS OR DAMAGE TO PERSONAL POSSESSIONS **YOU** LEAVE IN THE **VEHICLE**.

12. **MOVING ANIMALS.** AXA WILL DECIDE WHETHER OR NOT TO MOVE ANY ANIMAL FROM THE **VEHICLE**, AND IF **AXA** AGREE TO DO THIS, IT WILL BE COMPLETELY AT **YOUR OWN RISK AND COST**.
13. ANY COSTS FOR **VEHICLES** THAT BROKE DOWN OR WERE NOT SAFE TO DRIVE PRIOR TO THE COMMENCEMENT OF THE **ELIGIBLE TRIP**.
14. THE COSTS OF GETTING A SPARE WHEEL OR TYRE FOR A ROADSIDE REPAIR IF THE **VEHICLE** DOES NOT HAVE ONE. **AXA** WILL NOT PAY THE COSTS OF ARRANGING FOR A WHEEL THAT IS SECURED BY LOCKING WHEEL NUTS TO BE REMOVED, IF THE **DRIVER** IS NOT ABLE TO PROVIDE A KEY TO DO THIS.
15. WHERE THE **VEHICLE** IS AN EMERGENCY VEHICLE, TAXI, HEAVY GOODS VEHICLE, MOTORCYCLE OR IF THE **VEHICLE** IS USED FOR DESPATCH, ROAD-RACING, RALLYING, PACE-MAKING, SPEED TESTING OR ANY OTHER COMPETITIVE EVENT.
16. RECOVERING THE **VEHICLE** WHEN IT IS CARRYING MORE THAN A **DRIVER** AND THE RECOMMENDED NUMBER OF PASSENGERS ACCORDING TO THE MANUFACTURERS' SPECIFICATIONS, IF THERE IS MORE WEIGHT IN THE **VEHICLE** THAN IT WAS DESIGNED TO CARRY OR **YOU** ARE DRIVING ON UNSUITABLE GROUND.
17. RECOVERY OR HELP IF THE **VEHICLE** IS HEAVIER THAN 3,500 KILOGRAMS, LONGER THAN 5.1 METRES, HIGHER THAN 1.95 METRES OR WIDER THAN 2.1 METRES.
18. RECOVERY OR HELP IF THE **VEHICLE** IS BEING USED FOR COMMERCIAL PURPOSES OR TO CARRY COMMERCIAL GOODS.
19. ANY CLAIM THAT COMES FROM ANYONE OTHER THAN **YOU**.
20. ANY CLAIM THAT COMES FROM A POOR-QUALITY REPAIR OR A REPAIR THAT HAS BEEN ATTEMPTED WITHOUT OUR PERMISSION DURING AN **ELIGIBLE TRIP**.
21. ANY LOSS OR DAMAGE CAUSED TO THE **VEHICLE** OR ANY LOSS OR COST ARISING FROM OR CONTRIBUTED TO BY:
 - IONISING RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY NUCLEAR FUEL

OR FROM ANY NUCLEAR WASTE WHICH RESULTS FROM BURNING NUCLEAR FUEL; OR

- THE RADIOACTIVE, TOXIC, EXPLOSIVE OR OTHER DANGEROUS PROPERTIES OF ANY NUCLEAR MACHINERY OR ANY PART OF IT.

22. LOSS OR DAMAGE CAUSED BY WAR, REVOLUTION OR ANY SIMILAR EVENT.

23. DELAYS OR FAILURE IN DELIVERING SERVICE TO **YOU** DUE TO ANY EXTRAORDINARY EVENT OR CIRCUMSTANCE WHICH IS OUTSIDE OUR REASONABLE CONTROL, SUCH AS SEVERE WEATHER CONDITIONS.

24. MOBILE PHONE, PHONE CALL AND POSTAGE COSTS ARE NOT COVERED UNDER **YOUR BENEFITS** IN ANY CIRCUMSTANCES.

General notes

Additional services

AXA cannot provide help for faults that are not covered under the insurance policy you benefit from or where you have made the maximum number of claims, or would like us to help more than six passengers. All costs that you are responsible for must be paid for by credit or debit card at the time of request.

Section D – General conditions applying to all parts of the insurance benefits

1. The **vehicle** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and the vehicle excise duty (road tax) paid in relation to the **vehicle**. The **vehicle** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations. It must be less than 16 years old since first registration.
2. If **AXA** arrange for temporary roadside repairs to be carried out after damage to the **vehicle**, or **AXA** take the **vehicle** to the place you have chosen, **AXA** will not be legally responsible for any more help in the same incident.
3. **AXA** have the right to refuse to provide a service if you or your passengers are being

obstructive in allowing us to provide the most appropriate help or if you or they are abusive to our rescue controllers or our recovery operators.

4. **AXA WILL NOT PROVIDE ANY COVER UNLESS YOU CONTACT US USING THE EMERGENCY PHONE NUMBERS PROVIDED. YOU MUST NOT TRY TO CONTACT ANY AGENT OR REPAIRER DIRECTLY.**
5. **You are responsible for keeping the vehicle and its contents safe, unless you are not able to or you have an arrangement with us or our agent. You must be with the vehicle at the time AXA say AXA expect to be there.**
6. **You must have the relevant documents needed by the repairer, recovery specialist or our chosen agent.**
7. **You will have to pay the cost of moving the vehicle or a repair vehicle coming out to you if, after asking for help which you are entitled to, the vehicle is moved or repaired in any other way, or you have provided location details which are incorrect. The payment must be by credit or debit card.**
8. **AXA are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on your instructions or the instructions of any person acting on your behalf. You are responsible for ensuring the quality of any repair.**
9. **If AXA pays a claim, AXA will be entitled to ask for all reasonable help from you to take action in your name to get back our costs from another organisation.**
10. **The vehicle must carry a serviceable spare tyre and wheel for the vehicle and any caravan or trailer attached including the means to release the tyre from your vehicle. AXA WILL NOT COVER ANY SERVICES INCLUDING RECOVERY TO A GARAGE OR ANY COSTS INCURRED AS A RESULT OF YOU FAILING TO DO SO. This condition does not apply if the vehicle is not designed to carry a spare wheel. If the vehicle is not designed to carry a spare wheel, you will need to carry the appropriate aerosol repair kit.**
11. **AXA have the right to choose a suitable garage that can carry out a repair, which you must pay for, as long as the garage can carry out the repairs within the time limits AXA have given. You must make the payment by credit or debit card.**
12. **If you agree to a temporary roadside repair, you will be responsible for any costs or any damage to the vehicle it suffers if you continue to drive the vehicle as if a permanent repair had been carried out. You acknowledge that a temporary roadside repair is aimed only to allow you to drive the vehicle to a suitable facility so a permanent repair can be carried out.**
13. **If the vehicle needs to be taken to a garage after a breakdown, the vehicle must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, you will have to pay any specialist recovery fees by credit or debit card.**
14. **You will have to pay, by credit or debit card, for any parts or other products used to repair the vehicle.**
15. **AXA WILL NOT ARRANGE FOR HELP IF AXA THINK THAT IT WOULD BE DANGEROUS OR ILLEGAL TO REPAIR OR MOVE THE VEHICLE.**
16. **AXA will only provide help for 1 claim per eligible trip.**
17. **If you are not willing to accept our decision or our agents' decision on the most suitable type of help, you will be responsible for any costs due in recovering and repairing your vehicle.**
18. **AXA cannot guarantee that hire cars will always be available and AXA are not responsible if they are not available. AXA will do our best to arrange a suitable vehicle, but cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. The driver must meet the conditions of a hire-car company to hire a vehicle.**
19. **AXA WILL NOT PROVIDE COVER, PAY ANY CLAIM OR PROVIDE ANY BENEFIT IF DOING SO WOULD EXPOSE IT TO ANY SANCTION, PROHIBITION OR RESTRICTION UNDER UNITED NATIONS**

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

Article 3 – How to claim

To get emergency help, phone 0203 284 1572 and select Option 1.

Text messaging is available if **you** are deaf, hard of hearing or have speech difficulties. Please text the word 'breakdown' to 07624808266.

You should have the following information available.

- The **vehicle's** registration number
- **Your** name, home address and **your** mobile phone number used to register with BlaBlaCar
- The make, model and colour of the **vehicle**
- The location of the **vehicle**
- The number of passengers/**BlaBlaCar Passengers** carried in the **vehicle**
- An SOS box number (if this applies).

AXA will take **your** details and advise who will be coming out to **you** and how long they are expected to take.

Safety

Please take reasonable care at all times but stay near **your** vehicle until the recovery operator arrives. Once the operator arrives at the scene, please listen to their safety advice. If the police are present, please tell them that **you** have contacted AXA or give them our phone number to call AXA for **you**.

Help on motorways

If **you** break down on the motorway, go to the nearest SOS emergency phone box. Ask the police to contact the 24-hour emergency hotline on the number shown above.

YOU WILL ONLY BE ABLE TO CLAIM THE SERVICES WE PROVIDE BY CONTACTING THE EMERGENCY HOTLINE NUMBER.

Article 4 – Complaints procedure

AXA want to give **you** the best possible service. If **you** are not happy with the service, the procedure below explains what **you** should do.

You can write to the Customer Relations team at:

Customer Relations - Motor, AXA Assistance (UK) Ltd
The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, United Kingdom.
Email address: quality.assurance@axa-assistance.co.uk

Or, **you** can phone 01737 815215.

The situation will be examined with appropriate care: an acknowledgment of receipt will be sent within 5 days and a response will be issued within a 40 day period (unless additional time is needed because of the complexity, in which case **you** will be informed in writing before the end of the 40 day period).

Should **you** remain dissatisfied following our final written response, **you** may refer **your** complaint to the competent financial ombudsman service in Belgium, that is the *Ombudsman des Assurances* at the following address:

Ombudsman des Assurances
Square de Meeûs 35, 1000 Bruxelles, Belgium
Tel: +32 (2) 547 58 71
Fax: +32 (2) 547 59 75
Email: info@ombudsman.as

The *Ombudsman des Assurances* is an independent body that arbitrates on complaints about general insurance products.

The *Ombudsman des Assurances* is a member of the financial dispute resolution network of national out-of-court complaint schemes in the European Economic Area countries ("Fin-Net"). Fin-Net allows a collaboration between its members and facilitates an easy access to out-of-court complaints in cross-border cases. **You** may therefore also, if **you** wish to do so, make **your** complaint with the UK Financial Ombudsman Service (FOS), at the address indicated below, which may transfer **your** complaint to the competent *Ombudsman des Assurances*:

The Financial Ombudsman Service
Exchange Tower, Harbour Exchange
Square, London E14 9SR, United
Kingdom
Tel: 0300 123 9123 or 0800 023 4567
Fax: 020 7964 1001
Email: complaint.info@financial-ombudsman.org.uk

You have six months from the date of **our** final response to refer **your** complaint to the relevant financial ombudsman service. This does not affect **your** right to take legal action.

Article 5 – Use of Your Personal Data

We appreciate the importance of the protection, confidentiality and security of **your** personal data.

Please read the paragraphs below, which define how **we** use **your** personal data for the purpose of providing **you** with these benefits and additional products and services.

Details of **you**, **your** insurance benefits under this policy and claims will be held by **us** for underwriting, policy administration, claims

handling, providing emergency assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of the General Data Protection Regulation and the Data Protection Act and in accordance with the assurances contained in **our** website privacy notice (see below).

We collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing our products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of **you** or others involved in **your** emergency, in order to provide the services described in this policy. By using **our** services, **you** consent to disclosing such information to the extent necessary for us to provide the services;
- b. disclosure of information about **you** and **your** insurance benefits to companies within the AXA Group of companies, **our** service providers and agents in order to administer and service **your** insurance benefits, to provide **you** with emergency assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. recording and listening to **your** telephone calls in relation to Motor Breakdown and Onward Travel, to ensure consistent servicing levels and account operation, to help maintain **our** quality standards for the purposes of record-keeping, training, claims handling, security purposes and quality control;
- d. obtaining and storing any relevant and appropriate photographic evidence of the condition of any property which is the subject of a claim; and
- e. undertake all of the above within and outside the United Kingdom and the European Union. This includes processing

your information in other countries in which data protection laws are not as comprehensive as in the European Union. However, **we** have taken appropriate steps to ensure the same (or equivalent) level of protection for **your** information in other countries, as there is in the European Union.

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, both as described above. If **you** provide us with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

You are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what **personal data** is held about **you** by **us** and access such **personal data**, or if **you** want to modify or delete **your personal data** or object to the processing of **your personal data**, in accordance with applicable data protection laws, please write to **us** at:

Data Protection Officer
 AXA Travel Insurance Limited
 The Quadrangle
 106-118 Station Road
 Redhill RH1 1PR
 United Kingdom
 Email: dataprotectionenquiries@axa-assistance.co.uk

There may be a charge for this service, as permitted by law. Any **personal data** which is

found to be incorrect will be corrected promptly.

Our full privacy notice is available at: <https://www.axa-assistance.co.uk/en/privacy-policy/>.

Alternatively, a hard copy is available from **us** on request.

Chapter 2 – Other Provisions

Article 1 – Statute of Limitations

In accordance with the provisions of Article L. 114-1 of the French Insurance Code, any and all actions derived from the insurance agreement shall be time-barred two (2) years after the event giving rise to such action.

However, the above period shall commence:

- in case of reticence, omission, misrepresentation or inaccurate representation concerning the risk incurred, only from the date when the **insurer** was informed of the same;
- in case of loss, only from the date when the parties concerned have been informed of the same, if they prove that they were unaware of the loss until that date;
- when the action of the insured against the **insurer** is caused by a remedy exercised by a third party, the statute of limitations shall run only from the day when such third party has brought court proceedings against the insured or has been held free and harmless by the insured.

In accordance with Article L. 114-2 of the French Insurance Code, the statute of limitations shall be tolled by any of the ordinary applicable interruption causes:

- any court action, even in summary proceedings, or any instrument seeking specific performance;
- any recognition by the **insurer** of the **insured's** indemnification right, or any admission of the liability held by the **insured** or the **policyholder** vis-à-vis the **insurer**.

The statute of limitations shall also be tolled by:

- the appointment of experts as a consequence of a loss;

- the sending of a registered mail return receipt requested by;
- the **insurer** to the **policyholder** as regards the action related to the payment of the Premium;
- the beneficiary to the **insurer** as regards the payment of the indemnity.

Under Article L. 114-3 of the French Insurance Code, the Parties to the Agreement may not, even by mutual agreement, amend the limitation period or add any causes of suspension or interruption thereof.

Article 2 – Multiple insurance policies

The policyholder shall declare the existence of other insurance covering the same risks. In accordance with the provisions of Article L. 121-4 of the French Insurance Code, when several insurance have been concluded without fraud, each of them shall be effective within the limits of the guarantees of the contract and in accordance with the provisions of Article L. 121-1 of the French Insurance Code.

Article 3 – Subrogation

In accordance with Article L. 121-12 of the French Insurance Code, the insurer is subrogated up to the compensation paid, in the rights and obligations of the **Insured** against the person or persons responsible for the claim.

The **insurer** shall be discharged of all or part of his coverage in the case where the subrogation can no longer operate in his favour due to the **insured**.