E-scooter - Motor Liability Group Insurance

Insurance Product Information Document
Company: AXA France IARD– Registered in France under RCS n°722 057 460 R.C.S in agreement with the Code des assurances
Product: Free floating e-scooter liability group insurance in Finland
AXA Policy number: 22771803704

This Insurance Product Information Document provides a summary of the main cover, exclusions and restrictions under the insurance contract. It does not take into account your specific needs or circumstances. Complete contractual information is provided in the insurance notice and, where applicable, the rental operator's terms and conditions.

What is this type of insurance?

This is motor liability group insurance for e-scooters rented through the rental operator in Finland. The insurance covers bodily injury and property damage caused to third parties in traffic by the use of a covered e-scooter during the covered rental period. The insurance also covers personal injury suffered by the rider to the extent required under applicable Finnish motor liability insurance legislation.

What is covered?

- ✓ **Bodily injury caused to third parties** by the use of a covered e-scooter in traffic during the covered rental period;
- ✓ **Property damage caused to third parties** by the use of a covered e-scooter in traffic during the covered rental period;

Maximum amounts of compensation are set in accordance with Motor liability insurance:

- For bodily injury, the compensation is determined in accordance with applicable law and no contractual compensation limit applies where the law does not permit such a limit.
- For property damage, the maximum compensation amount is € 5 million per claim.

What is not covered?

The insurance does not cover, for example

- ✗ Accessories, personal belongings and goods carried on the e-scooter, unless such damage is covered under mandatory motor liability insurance legislation;
- ✗ Accidents which occurred outside of the covered period;
- ✗ Accidents occurring outside the geographical scope of the insurance.

Are there any restrictions to the cover?

The most common restrictions include, for example

- ! Personal injury suffered by the rider of the rented e-scooter is covered only to the extent of medical treatment costs referred to in the Finnish motor liability insurance legislation.
- ! The cover may be restricted, reduced or subject to recovery rights where permitted by mandatory Finnish motor liability insurance legislation and the insurance terms;
- ! The cover may be affected if the e-scooter is used under the influence of alcohol or drugs;
- ! The cover may be affected if the damage is caused intentionally, through gross negligence or in breach of applicable traffic laws or regulations;
- ! The cover may be affected if the rider carries passengers, exceeds applicable speed limits, fails to comply with the rental operator's terms or safety instructions, or does not meet the age or other eligibility requirements for using the e-scooter;
- ! Restrictions apply only to the extent permitted by mandatory Finnish motor liability insurance legislation.

Where does the cover apply?

The insurance cover applies in Finland when the e-scooter is rented through the rental operator and used during the covered rental period, subject to the terms and conditions of the insurance and the rental agreement.

What are my obligations?

Before cover starts

You must accept and comply with the rental operator's Users Agreement and Terms and Conditions of Service available on the rental operator's website.

During the policy

- Comply with applicable traffic laws and regulations, the rental operator's safety instructions and any age, speed, passenger and use restrictions ;
- Ensure that the e-scooter is used only by a person entitled to use it ;
- Always park your electric scooter safely in places deemed secure by the rental operator.

In the event of an accident

Notify the rental operator or the claims representative without undue delay, provide the information reasonably required for handling the claim and cooperate in the claims process on the rental operator's website or application and in the information notice.

When and how do I pay?

Your insurance is provided and paid for by the rental operator and is included in your rental. No separate insurance premium is charged from you.

When does the cover start and end?

Your cover starts when you unlock your rental electric scooter via the application of the rental operator and ends when the ride has ended, and you have locked your rental electric scooter via the application of the rental operator.

How do I cancel the contract?

You do not have any separate right to cancel the insurance; it is an integral part of the rental offer.

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RYDE NOTICE

N°22771803704

FREE-FLOATING E-SCOOTERS RENTALS

SUMMARY

PREAMBLE 3
1.DEFINITIONS 4
2. GUARANTEES IN SHORT 6
3.EFFECTIVE DATE – DURATION OF GUARANTEES 6
4.TERRITORIALITY 6
5.MOTOR THIRD-PARTY LIABILITY GUARANTEE 6
6. EXCLUSIONS 7
7. IN CASE OF A CLAIM 9
8. PRESCRIPTION 11
9.SUBROGATION 12
10. HOW TO FILE A COMPLAINT 12
11. INFORMATION ON THE USE OF INSURED'S PERSONAL DATA 13
12. INTERNATIONAL SANCTIONS 14

PREAMBLE

This information notice is provided in relation to the statutory motor liability insurance under the Finnish Motor Liability Insurance Act (460/2016, as amended) and Insurance Contracts Act (543/1994, as amended), as applicable. It describes the guarantees, exclusions and the obligations of the *insured* under the contract. The contract has been subscribed by Ryde Finland Oy, a company registered in the Finnish Trade Register under the number 3235209-4, having its registered office at Säynäskuja 4, 00560 Helsinki, Finland, on behalf of the *Insured*s named below, with AXA France IARD, S.A. with a capital of €214,799,030 - Registered office: 313, Terrasses de l'Arche 92727 Nanterre Cedex - Registered in the Trade and Companies Register of Nanterre under no. 722 057 460. Intracommunity VAT no. FR 14 722 057 460. Company regulated by the insurance code and operating in Finland under the freedom to provide services regime and subject to the Finnish Motor Liability Insurance Act.

This policy is equivalent to the general terms and conditions, which set out the scope of cover and the rights and obligations of the *Insured* and the *Insurer*.

The delegated intermediary *Broker* of AXA France for the underwriting and management of the insurance policy referenced above is CACHET INSURANCE BROKER OÜ an Estonian private limited company (insurance broker company) registered in the Tartu MAAKOHUS Trade and Companies Register under number 14920263, as an insurance broker, whose registered office is located Harju maakond, Tallinn, Kesklinna linnaosa, Tatari tn 64, 10134.

AXA France IARD is subject to the control of the Autorité de Contrôle Prudentiel et de Résolution – ACPR – located at 4 Place de Budapest CS 92459 - 75436 PARIS CEDEX 09. When providing statutory motor liability insurance in Finland, the Insurer is subject to applicable Finnish statutory requirements, including membership in the Finnish Motor Insurers' Centre (in Finnish: *Liikennevakuutuskeskus*).

Cachet acts as the Broker in connection with this contract and is subject to the supervision of the competent supervisory authority of its home state and registered in the Register of Insurance Intermediaries maintained by Finnish Financial Supervisory Authority (FIN-FSA).

This policy is governed by the Finnish law, and in particular the Motor Liability Insurance Act and Insurance Contracts Act, as applicable.

Any dispute arising from the execution or interpretation of this policy shall be subject to the jurisdiction of the Finnish courts. Recommendations regarding decisions may also be sought from the Traffic Accident and Patient Injury Board (in Finnish: Liikenne- ja potilasvahinkolautakunta).

Words in italics in this policy have only the meaning specified in the "Definitions" section.

1.DEFINITIONS

Accident

Any unintentional event involving bodily injury or property damage caused by the violent, sudden and unforeseeable action of a cause external to the e-scooter.

Bodily injury

Any injury to the physical integrity of a person.

Broker

An Insurer-approved Broker appointed by the Policyholder to facilitate the placement and administration of the Contract. The Broker may have a role in determining the premium but does not collect premiums.

The Broker is registered in the Register of Insurance Intermediaries maintained by the FIN-FSA.

Claim

Occurrence of an event that triggers the guarantee.

Circuit

A circuit is a closed route that can be covered several times without being left. It can only take roads that are permanently or temporarily closed to public traffic. Its course is delimited by curbs, embankments or bank strips or by any other means. Its surface may be of different types, such as asphalt, concrete, natural or treated earth, grass, cinder track, ice. The same circuit may have several types of surfacing.

Compensation

Sum paid by the *Insurer* in the event of a *claim*.

Electric scooter or e-scooter

A two-wheeled vehicle equipped with an electric motor, designed to be steered while standing on a deck platform and provided with handlebars, with a maximum structural speed of no more than 25 kilometers per hour, which is made available to the public for the carriage of persons on a rental basis in the course of business activities, and offered for rent by Ryde in Finland.

Expert

A technician or specialist mandated by reason of their skills to examine a question of fact of a technical nature requiring their knowledge of the subject. He is called "JUDICIAL" when they are mandated by a judge.

Finnish Claims Representative

In accordance with Section 69 of Finnish Motor Liability Insurance Act, where a foreign EEA insurance company intends to carry on motor liability insurance business in Finland under the freedom to provide services from an establishment located outside Finland, the company must, in addition to what is otherwise provided with respect to such activity, appoint a representative in Finland (a claims representative) to ensure the proper organisation of the handling of claims and the payment of compensation.

The claims representative must be authorised to represent the company in matters relating to compensation for motor insurance losses and the validity of motor insurance. The claims representative must have a permanent domicile or place of business in Finland.

The claims representative of AXA in Finland is Van Ameyde Finland, whose address is: Sturenkatu 16, 00510 Helsinki, Finland.

Insured

The renting individual who is at least 15 years old and is driving an e-scooter rented through the Policyholder's service, any person having custody or control of the *insured* e-scooter.

In the case of a group ride: the person authorized by the registered account holder to rent a scooter, with the account holder being responsible for the guest's compliance with the terms and conditions.

In the event of an accident between two e-scooters rented through the Policyholder's service, they are considered as third parties between themselves for bodily injury and property damage.

Insurer

AXA France IARD, a French Société Anonyme with a capital of 214,799,030 euros, registered in the RCS of under number 722,057,460 and whose head office is at 313, Terrasses de l'Arche 92727 NANTERRE CEDEX. The Insurer operates in Finland under the freedom to provide services regime and is supervised by the Finnish Financial Supervisory Authority (FIN-FSA) in respect of its Finnish operations. The Insurer is a member of the Finnish Motor Insurers' Centre (in Finnish: *Liikennevakuutuskeskus*).

Limits

Upper limit of the *Insurer*'s guarantee.

Locking/unlocking

Operation consisting of the renter of an electric scooter scanning the code or entering the unlocking code from their application.

Narcotics

Substances or plants classified as narcotics. An e-scooter may not be operated if the driver's blood alcohol content during or after driving is at least 0.5 per mille, or if the driver then has at least 0.22 milligrams of alcohol per liter of exhaled air. In addition, an e-scooter may not be operated if, during or after driving, the driver's blood contains an active substance of a narcotic or a metabolite of such a substance. Nevertheless, if the identified substance or metabolite originates from a prescribed medication that the driver is legally permitted to use, it does not constitute narcotic usage

Driving under the influence of narcotics results in a EUR 200 fine under the Sections 17 a and 164 of Road Traffic Act (FIN : *Tieliikennelaki*, 729/2018, as amended).

The amount of the traffic violation fine is 200 euros.

Policyholder

Ryde Finland Oy, a company registered in the Finnish Trade Register under the number 3235209-4, whose address is Säynäskuja 4, 00560 Helsinki, Finland.

Property damage

Any deterioration or destruction of a thing or substance, any physical injury to an animal.

Put into service

The fact that Ryde leaves the e-*scooters* in public spaces so that they can be used by the *Insured* after *unlocking*.

Subrogation

This is the *Insurer*'s right to recover from the person responsible for a loss the sums that the *Insurer* has paid.

Third party

Any person who is not the *Insured* under this policy.

Vehicle

Any motorized land *vehicle* as defined in Section 2 of the Motor Liability Insurance Act.

2. GUARANTEES IN SHORT

As a user, renter and driver of Ryde e-scooters, the *Insured* benefits from the guarantee mentioned in the hereby policy:

- Motor Third-party Liability (article 5).

3.EFFECTIVE DATE – DURATION OF GUARANTEES

All coverage begins on the date and time the rental begins and ends on the date and time the rental ends. These dates and times are evidenced by the act of unlocking and locking the *E-scooter* in the Ryde application. This does not limit the Motor Third-Party Liability cover, which is vehicle-based and remains in force as set out in this policy.

This information is stated in your rental history on the application.

4.TERRITORIALITY

Motor third-party liability

The policy applies in Finland, and, in accordance with the Green Card system, in the other states mentioned on the green card and not crossed out, as well as in the territory of the following states: Gibraltar, Liechtenstein, Monaco, San Marino, Vatican State.

5.MOTOR THIRD-PARTY LIABILITY GUARANTEE

5.1 Object of the guarantee

The *Insurer* guarantees the civil liability of the *Insured* when *property damage* and/or *bodily injury* is suffered by a *third party*, on the occasion of an accident in which the *Insured* is involved while driving an *electric scooter* rented through Ryde. Medical expenses incurred by the driver shall be compensated on the basis of the compensation principles set out in the Motor Liability Insurance Act.

5.2 Triggering of the guarantee

The guarantee triggered by the harmful event covers the *Insured* against the financial consequences of the *claims*, as soon as the harmful event occurs between the initial taking effect of the guarantee and its cancellation or expiry date, whatever the date of the other elements of the *claim*.

The exclusions set out in the Exclusions section of this Contract shall apply to the Motor Third-party Liability guarantee.

5.3 Limits and deductibles

Coverage is provided within the limits set forth in the table below:

	Limits per Claim	Deductible per Claim
Bodily injury	Unlimited	None
Property damage	5 000 000 €	

6. EXCLUSIONS

The *Insurer* never covers:

Section 33 of the Motor Liability Insurance Act

- When damage caused by an *e-scooter* is directed at another vehicle, a rail vehicle operating on tracks, or a person or property in such a vehicle, compensation is not paid from the insurance of the first-mentioned *e-scooter* unless the damage was caused by the *e-scooter*'s:
  1) owner, holder, driver, or passenger's negligence;
  2) violation of traffic regulations concerning movement or positioning; or
  3) deficient condition or incorrect loading.
- If the party suffering the damage also had negligence or another circumstance mentioned in points 1–3 of subsection 1, liability for compensation between the parties is divided taking into account all factors that affected the damage.

- Notwithstanding what is provided in subsections 1 and 2, compensation for personal injury is paid in full to the injured party from the insurance of the vehicle in which the injured party was a passenger or driver, and for other injured parties, from the insurance of the vehicle involved in the accident chosen by the injured party.

Section 34 of the Motor Liability Insurance Act

- For the driver of a rented *electric scooter*, only medical expenses are compensated – not loss of income or other personal injury compensation.

Section 34 of the Motor Liability Insurance Act

- Compensation is not granted for pain, suffering, or other temporary damages when the personal injury is considered minor.

Section 39 of the Motor Liability Insurance Act

- Damages caused to a professional rescue worker or to property related to such professional rescue activities will not be compensated.

Section 40 of the Motor Liability Insurance Act

- The insurance does not cover damage caused to the insured vehicle itself, to another vehicle permanently attached to it, or to property contained within these vehicles.
- The insurance also does not cover damage caused to property other than that located in or otherwise under the control of the owner, holder, or driver of the vehicle. However, the insurance does cover damage to clothing and personal belongings of passengers, excluding those of the vehicle's owner or holder, if such items are damaged.
- The above-mentioned does not apply to damage caused to another vehicle owned or controlled by the owner, holder, or driver of the insured vehicle.

Section 41 of Motor Liability Insurance Act

- The insurance of a vehicle participating in a competition or practice for a sport does not cover damage caused to the driver of the vehicle, provided that traffic regulations were not required to be followed during said activity.

Section 42 of Motor Liability Insurance Act

- No compensation is payable where the damage was caused during loading, unloading, or other work activities:
  1) while the vehicle is stationary, to the vehicle's owner, holder, driver, or another person performing the work referred to above; nor
  2) to the property that is the object of the work, or to another vehicle participating in.

Causing the loss event and contributing to it:

Section 47 of the Motor Liability Insurance Act

- If a person has, through gross negligence, contributed to the occurrence of the personal injury they suffered, the compensation may be reduced or denied to the extent that is reasonable in light of the circumstances.

- Compensation payable for property damage may, on the basis of the injured party's contributory negligence, be reduced or denied as is reasonable, taking into account the degree of fault attributable to the injured party and the other circumstances.

7. IN CASE OF A CLAIM

7.1 *Claims* notification

The *Insured* must declare his or her *claim* to the *Policyholder* by contacting the claims representative in Finland, or the *Policyholder* directly from the *Policyholder*'s application or via the email address: https://app.cachet.me/submit-claim/ryde/fi

An injured party is entitled to submit a claim for compensation directly to the Insurer and the claims representative.

Regarding the obligatory motor liability insurance, the claim for compensation must be submitted to the Insurer within three (3) years from the date when the Insured became aware of the incident and the resulting damage. In any case, the claim for compensation must be submitted within ten (10) years from the occurrence of the damage.

Notifying the insurance company of the incident is considered equivalent to submitting a claim for compensation. The claim must include information about the place and time of the incident, as well as the injured party and their address.

If the claim for compensation is not submitted within the above-mentioned period, the Insured loses their right to compensation. For a particularly compelling reason, the claim for compensation may be processed even after the statutory period mentioned above.

The *Policyholder* and claims representative in Finland are responsible for sending the *claim* form to the *Insured* and for receiving it duly completed from him/her and transmitting all the elements to the *Insurer*.

The claim shall be handled without undue delay and, in any event, no later than within one (1) month from the date on which the Insurer has received sufficient information required to process the claim.

The Insurer must pay compensation or notify that compensation will not be paid promptly and no later than one (1) month after it has received the documents and information referred to in Section 69 of the Insurance Contracts Act, as well as any other sufficient clarification of the injury. Any recommendation for a decision issued by the Traffic and Patient Injury Board is not considered such clarification, even when it must be requested under Section 66 of the Insurance Contracts Act.

If the amount of compensation is not undisputed, the Insurer is nevertheless obliged to pay the undisputed portion of the compensation within the period mentioned above.

If the liability for compensation is unclear or the amount of compensation cannot be fully determined, the Insurer must, within three (3) months from the date the injured has presented their claim, provide a reasoned response to it.

7.2 What do we do in case of "Third-party Liability" *claim* ?

In all cases where the *Insured*'s liability may be sought, the *Insurer* will take charge of defending its financial interests. If the *Insured* is found to be liable, the *Insurer* will pay the compensation for the *Insured or the third-party* within the limits of the coverage and after deduction of any deductibles.

The *Insurer* makes an offer, within the limits of their rights, to the injured parties or their beneficiaries.

The *Insurer* shall direct the settlement in civil matters with the injured third parties.

No acknowledgement of liability, no transaction taking place without their agreement can be set up against the *Insurer*.

In the event of legal or administrative proceedings involving the interests of both the *Insured* and the *Insurer*, the *Insurer* shall conduct the proceedings before the courts.

The *Insurer* may decide to stop the proceedings or not to pursue the liable third party if it considers the *insured*'s claims untenable, the lawsuit doomed to failure or the opponent's offers reasonable. The management of the recourse can only be delegated to an agent on their initiative.

7.3 Supporting documents to be attached to the *claim* form

The Insured or third-party shall provide the Insurer with such documents and information as are necessary to determine the Insurer's liability and as may reasonably be required from the claimant, taking into account also the Insurer's ability to obtain the information independently.

The statement of *claim* may include the following supporting documents:

- detailed *claim* statement specifying the causes, circumstances, nature, dates, times and place of the loss, and/or the joint report;
    - identity card with the following information:
    - name, first name;
    - date of birth;
    - postal address and email and/or telephone number;
- the history of the rental during which the accident occurred, available in its application;
- the details of the third party or parties involved in the accident:
    - name, first name;
    - postal address and email and/or telephone number;
    - the insurance company and contract number;
    - in the case of a collision with another motorized *vehicle*: the *vehicle*'s registration number.

Rules specific to *bodily injury*:

All medical documents must be sent to the *Insurer*'s Claims Representative in a confidential envelope. These documents must never be sent to the *Policyholder*.

In the event of *bodily injury* to the driver, he/she will be asked to send:

- originally, a medical certificate stating the nature of the injuries,
- then, all medical documents related to the accident,
- upon consolidation or recovery, a medical certificate of consolidation or recovery.

In case of death:

It is the responsibility of the victim's dependents, as soon as they become aware of it, to declare it within the time limits and in the form provided.

The victim's *beneficiaries* must send a death certificate mentioning the causes of death and, as far as they are concerned, a declaration on their honour certifying their status as *beneficiaries*.

Refusal to produce medical documents will result in the loss of all rights to compensation.

In the event of injuries, the *Insurer*'s expert physician and/or the support person must have free access to the victim.

The victim may not, unless there is a justified objection, obstruct this without losing all rights to compensation.

The duration of the interruption of activity, the extent of the disability and the accidental nature of a death will always be assessed on the basis of the indications of the *Insurer*'s Claims Representative. The *Insured* has the option of being assisted by the doctor of their choice, whose fees will be paid by the *Insured*.

If these two doctors are unable to reach a common conclusion, a third doctor will be appointed by amicable agreement or by court order. This third doctor will necessarily be chosen from the list of legal experts.

The costs and fees of the victim's doctor or his/her beneficiaries shall be borne by him/her, while those of the third doctor shall be shared equally between him/her and the *Insurer*.

8. PRESCRIPTION

In accordance with the provisions of Section 61 of the Motor Liability Insurance Act, a claim for compensation related to the statutory Motor Third-party Liability guarantee, must be submitted to the insurance company within three (3) years from the date when the Insured became aware of the incident and the resulting consequences.

In any case, the claim must be submitted within ten (10) years from the occurrence of the consequences.

Notification of the incident is considered equivalent to submitting a claim for compensation. The claim must include information about the location and time of the incident, as well as details about the injured party and their address.

If the claim for compensation is not submitted within the period stipulated above, the Insured loses their right to compensation. For particularly compelling reasons, the claim may also be processed after the period specified above.

In accordance with the provisions of Section 79 of the Finnish Motor Liability Insurance Act, an action regarding a decision made by an insurance company concerning compensation, or another decision affecting the position of the *Policyholder*, the Insured, the injured party, or any other person entitled to compensation, must be brought against the insurance company within three (3) years from the date the party concerned has received written information about the insurance company's decision and about this time limit.

If the matter is brought before the Finnish Financial Ombudsman Bureau (''Vakuutuslautakunta''), the Traffic Accident and Patient Injury Board (''Liikenne- ja potilasvahinkolautakunta''), or another body resolving consumer disputes, the limitation period for bringing an action is suspended for the duration of the proceedings.

The limitation period is considered interrupted on the day the handling of the matter ends in these bodies.

The limitation period is not considered interrupted if the proceedings in court or in a body referred to in above are discontinued or cancelled before the matter is resolved. In such a case, the limitation period expires no sooner than one (1) year after the termination of the proceedings. The limitation period can be extended in this way only once.

9.SUBROGATION

The *Insurer* who has paid the insurance indemnity is subrogated, up to the amount of this indemnity, in the rights and actions of the *Insured* against third parties who, by their act, have caused the damage which gave rise to the *insurer*'s liability. The *Insurer* may be discharged, in whole or in part, from their liability towards the *Insured*, when subrogation can no longer be effected in favour of the *Insurer* by the *Insured*'s act.

10. HOW TO FILE A COMPLAINT

The paragraph below specifies the procedures for examining complaints.

How to send your complaint?

In all cases, you must formalize your complaint in writing so that we can respond to your dissatisfaction as best we can, and send it to your usual contact or, Finnish claims representative, or at any time, to the *Insurer*'s complaint Department at the following French address:

AXA - Directions des Partenariats IARD - Service Réclamations - 313 Terrasses de l'Arche - 92727 NANTERRE CEDEX

The Insurer's appointed claims representative in Finland is Van Ameyde Finland, whose address is: Sturenkatu 16, 00510 Helsinki, Finland.

Our commitments

An acknowledgement of receipt will be sent to you within a maximum of ten working days starting from the sending of the complaint.

Your situation will be studied with the greatest care and a reasoned written response will be sent to you within a maximum of three (3) months as of the sending of the complaint.

Dispute Resolution and Advisory Bodies

Any person entitled to compensation under this Insurance has the right to seek review of the Insurer's decision either by bringing an action before the competent District Court or by submitting the matter to the Finnish Financial Ombudsman Bureau or, where applicable, to the Traffic Accident and Patient Injury Board.

11. INFORMATION ON THE USE OF INSURED'S PERSONAL DATA

The Insurer acts as the data controller in respect of the data processing described in this section. The data will be used for the day-to-day management of the insurance contract and its guarantees. It may also be used (i) in the context of litigation, (ii) to combat money laundering and the financing of terrorism, (iii) to comply with applicable regulations, or (iv) to analyze all or part of the Policyholder's data, possibly cross-referenced with that of selected partners, in order to improve products (research and development), to assess or predict his or her situation (appetence scores) and to personalize his or her experience as a Policyholder. Any health-related data collected will be used exclusively for the conclusion, management and execution of the insurance contract. All personal data is processed in accordance with Regulation (EU) 2016/679 (GDPR) and the Finnish Data Protection Act (1050/2018, as amended), as applicable.

The data will be kept for the time necessary for the purposes for which is processed, including the administration of the insurance relationship, claims handling and dispute management, compliance with applicable legal or regulatory retention requirements, and where necessary for the establishment, exercise or defence of legal claims.

It will only be communicated to companies in the group of the *Insurer* or managing *Broker*, insurance intermediaries, reinsurers, partners or authorized professional bodies that need to have access to it to carry out these operations. For those recipients located outside the European Union, the transfer is limited to (i) countries listed by the European Commission as providing sufficient protection for the data or (ii) recipients who comply with either the standard contractual clauses adopted by the European Commission or (iii) the Binding Corporate Rules (BCR) of the *Insurer*'s group or managing Broker, as applicable. Any data relating to the *Insured*'s health that may be collected will only be communicated to authorized subcontractors of the *Insurer*.

The *Insurer* is legally bound to verify that the *Insured*'s data is accurate, complete and, if necessary, updated. The *Insurer* may ask the *Insured* to verify or complete their file (for example by recording the email address with which they wrote to the *Insurer*).

The *Insured* may request access, rectification, deletion or portability of his or her data, define directives concerning their fate after his or her death, choose to limit their use or oppose their processing. If the *Insured* has given special and express authorization for the use of certain of his or her data, he or she may withdraw it at any time, provided that the information does not affect the application of the contract.

To exercise their rights, Policyholders may write to the *Insurer*'s data protection officer (email: service.informationclient@axa.fr

or mail: AXA France - Service Information Client - 313 Terrasses de l'Arche 92727 Nanterre cedex). In the event of a complaint, the *Insured* may choose to refer the matter to the Finnish Data Protection Ombudsman.

More detailed information on the processing of personal data is available in the Privacy Notice at https://www.axa.fr/configuration-securite/donnees-personnelles.html

12. INTERNATIONAL SANCTIONS

1. Definitions

For the purposes of this Section, " **International Sanctions** " mean any financial or commercial restrictive measures decided by a State or International/Supranational Organization, against other States, territories, natural or legal persons and/or entities governed by public or private law.

These **International Sanctions** may take several forms such as:

- bans or restrictions on imports or exports (embargos);

- confiscations, seizures, freezing of property or assets;

- bans or restrictions on certain industrial or commercial activities or services, in particular financial services, including insurance services.

International Sanctions are subject to change, both in terms of nature and scope.

They are public and can be viewed on the websites of the States and International/Supranational Organizations.

2. Consequences on the Insurer

By law, in the performance of its activities, the **Insurer** is subject to the public order legislation and regulations enacted by France, the European Union and the country in which the **Insurer** has its registered office, including in the field of **International Sanctions** which may prohibit it from performing the obligations resulting from an insurance contract such as:

- covering a risk, and/or;

- paying a sum of money and/or

- providing a service or benefit.

Furthermore, failure by the **Insurer** to comply with other **International Sanctions** may also expose the **Insurer**, its employees or the companies of the group to which it belongs, to risks of regulatory, administrative, civil and/or criminal sanctions. As a result, the **Insurer** must also ensure that its business activities comply with **International Sanctions** adopted by the United States of America, the United Kingdom, the United Nations (UN), and the country where the headquarter of the **Insurer**'s parent company group is located.

3. Effects on the performance of the contract

3.1. Suspension of the obligation to cover a risk

When it has the effect of contravening one or more of the **International Sanctions** referred to in paragraph 2 above, the performance of the **Insurer**'s obligation to cover a risk pursuant to this contract is suspended from the date of their entry into force. This suspension ceases from the day when said **International Sanctions** cease to affect the **Insurer**'s obligation. No claim or loss arising during the above-mentioned suspension period shall be covered.

3.2. Suspension of the obligation to pay a sum of money or provide a service or benefit

When it has the effect of contravening one or more of the **International Sanctions** referred to in paragraph 2 above, the performance of the **Insurer**'s obligation to pay a sum of money or to provide a service or a benefit pursuant to this insurance contract is suspended from the date of their entry into force. This suspension applies, in particular in the context of a claim or a full or partial premium refund.

Any sum of money contractually owed by the **Insurer** and whose payment has been deferred due to **International Sanctions** shall become payable from the day when those **International Sanctions** cease to affect the **Insurer**’s obligation. The same applies, where possible, to the provision of the service or benefit which had been suspended.

The **Insurer** shall inform the **Insured**, in writing and with reasons, of any refusal to cover a claim or loss due to the existence of one or more **International Sanctions**.