

APPENDIX 1 – INSURANCE POLICY WORDING

INSURANCE POLICY WORDING OF ASSISTANCE CONTRACT N°5869

HOW TO CONTACT OUR SUPPORT SERVICE

MUTUAIDE ASSISTANCE

8-14, avenue des Frères Lumière 94368 BRY SUR MARNE CEDEX
24 / 7

- **by telephone from France: 01.45.16.66.17**
(Non premium call, cost depending on operator, call may be recorded)
- **by telephone from abroad: 33.1.45.16.66.17 preceded by the local access code to the international network**
(Non premium call, cost depending on operator, call may be recorded)
- **by fax: 01. 45.16.63.92**
- **by e-mail: ogotidien@mutuaide.fr**

To enable us to act in the best conditions, please prepare the following information that you will be asked for when you call:

- Your contract number,
- Your full name,
- Your home address,
- The country, city or town you are in at the time of the call,
- Specify the exact address (no., street, hotel, if any, etc.),
- The phone number where we can reach you,
- The nature of your problem.

On the first call, you will be given an assistance file number. Always call it back, during all subsequent relations with our Assistance Service.

TABLE OF BENEFITS

HOME ASSISTANCE	
SUPPORT COVERAGE	CEILING
<ul style="list-style-type: none"> - Property Assistance: Emergency Repairs (A) <ul style="list-style-type: none"> - Indoor system gas leakage - Indoor system power failure - Failure of individual boiler, water heater and hot water tank systems - Plumbing (leak or clogging on indoor system) - Lock problem (loss, theft, breakage of rental keys) - Glazing (glass breakage) - Breakdown of household appliances (cooking burners, oven, extractor hood, dishwasher, washing machine, tumble dryer, refrigerator, freezer and television) - Computer assistance (internet connection) - Work assistance: people connecting (B) <ul style="list-style-type: none"> - Connecting you with our network of professional service providers 	<p>600 € maximum per claim corresponding to travel, labour, protective measures and documents as necessary (A)</p>

ARTICLE 1 - DEFINITIONS AND SCOPE

We, the Insurer:

Refers to the MUTUAIDE ASSISTANCE COMPANY - 8/14 avenue des Frères Lumière - 94368 Bry-sur-Marne Cedex – a public limited liability corporation with a share capital of €12,558,240 fully paid up - Company governed by the French Insurance Code Business Register No. 383 974 086 Créteil - VAT FR 31 3 974 086 000 19.

Property Administrator:

The property administrator, holder of the professional card, acting on behalf of the owner-landlords who have delegated the management of their properties to them under a management agency.

Computer assistance:

Work in case of malfunction of the internet connection provided inside the Accommodation.

Beneficiaries:

The following persons, hereinafter referred to as "you", are considered Beneficiaries:

- ✓ the Insured, the subscriber of the insurance contract,
- ✓ his or her non-separated spouse or common-law partner,
- ✓ his or her tax-dependent descendants living under the same roof on a permanent basis, excluding tenants and adult persons exercising a professional activity.

Boiler:

Refers to a gas or electric boiler, floor or wall-mounted, for domestic use, located in the Accommodation and accessible, with an output of less than 70 KW, with a documented certificate of conformity.

Definition of home assistance:

Home assistance includes all the services provided in your home following damage caused to the beneficiary's home for private use, making it unfit for its intended purpose, following a covered event.

Home:

The place of principal or secondary residence declared by the Insured at the time the insurance contract is taken out. This home should be located in mainland France or in the Principalities of Andorra and Monaco.

Clogging:

Total obstruction of sewage disposal in the indoor plumbing system with obvious short-term risks for the Covered Accommodation.

Covered events:

Fire, water damage, glass breakage, natural disaster, break-in or attempted break-in, theft or loss of house keys, theft or any other damage covered under your Home Insurance policy.

Execution of services:

The services covered by this agreement can only be triggered with the prior agreement of MUTUAIDE ASSISTANCE. Consequently, no unauthorised expenditure incurred by the Beneficiaries will be reimbursed by MUTUAIDE ASSISTANCE.

Water leakage:

Constant flow of water except drip on the interior plumbing system, presenting short term obvious risks for the Covered Accommodation.

An abnormally high water bill or a water meter that runs when all the taps are closed cannot be considered proof of a Water Leakage.

Is also considered as Water Leakage, a flow of water into the Accommodation coming from a semi-detached Accommodation, from a higher level Accommodation or from the Communal Sections.

Gas leak:

Exhaust of gas of accidental origin on the interior gas system presenting short term risks for the Accommodation. An abnormally high gas bill cannot be considered as proof of a Gas Leak.

Indoor plumbing system:

Individual private plumbing system located in the Accommodation and intended for private use.

The limit point of the private individual plumbing system of the Accommodation shall be located from and downstream of the internal general shut-off valve or, in the case of detached houses not equipped with one, from the penetration of the pipe into the front wall of the house or from the floor outlet.

Accommodation:

Refers to a furnished rental located in France, occupied by a tenant for a period not exceeding one year.

Boiler/Heater or Hot Water Tank Failure:

Refers to a technical incident suffered by the Boiler/Water Heater or the Hot Water Tank, originating from a cause external to the Boiler/Water Heater or the Hot Water Tank, and that is unforeseeable, causing the Boiler/Water Heater or the Hot Water Tank to stop operating or not operate safely according to the manufacturer's recommendations.

Power outage:

Malfunction in the internal electrical system of the Accommodation causing a total interruption of the electricity supply or a partial interruption, if the malfunction occurs in the kitchen, bathroom or WC of the Accommodation.

Interior electrical system:

Individual private electricity system located in the Accommodation and intended for private use.

The limit point of the private individual electricity system of the Accommodation is located downstream of the connection, at the downstream output terminals of the service entrance circuit breaker or of the appliance constituting the same.

Breakdown of household appliances:

This refers exclusively to the malfunction of one of the following appliances: cooking burner, oven, exhaust hood, dishwasher, washing machine, tumble dryer, refrigerator, freezer or television.

Maximum per event:

In the event that the cover is exercised in favour of several insured victims of the same event and insured under the same special conditions, the insurer's coverage shall in any event be limited to the maximum amount provided for under this cover whatever the number of victims. As a result, compensation is reduced and settled in proportion to the number of victims.

We organize:

We take the necessary steps to give you access to the service.

We take care of:

We fund the service.

Invalidity:

Any fraud, tampering or false declarations and false testimony likely to cause the coverage provided for in the agreement to be exercised shall result in the invalidity of our undertakings and the forfeiture of the rights provided for in the said agreement.

Close relation:

Any person designated by you and residing in mainland France, the Principalities of Andorra or Monaco.

Glazing event:

Glass damage shall mean the accidental breakage of a window, a bay window or a glass door inside the Accommodation.

Lock event:

Lock event shall mean that access to the Accommodation is impossible or that the door to the Accommodation cannot be closed in the event of loss, theft, breakage of the keys to the Accommodation, keys left inside or malfunction of the lock or lock malfunctioning

Damage to the Accommodation:

- Accommodation event shall mean:
- Gas leak taking place on the indoor system,
- A power failure taking place on the indoor system,
- A water leak, clogging on an indoor plumbing system,
- An event affecting the individual Boiler, Water Heater and Hot Water Tank systems,
- A glazing event
- A Lock event
- A breakdown of household appliances,
- A malfunction of the internet connection of the Accommodation.

Subscriber:

Refers to the CABINET ALBINET company – a simplified share company with a share capital of 250 000 € - ORIAS No.: 07000044 - Paris Trade and Companies Register 58213628900029, 5 cité de Tréville 75009 PARIS.

Territoriality:

Mainland France, Principalities of Andorra and Monaco.

ARTICLE 2 - DESCRIPTION OF EMERGENCY REPAIR ASSISTANCE COVERAGE

In the event of a covered event making the use of the home unfit for its intended purpose, we act under the following conditions:

PROPERTY ASSISTANCE: EMERGENCY REPAIRS

In the event of an Accommodation event, as defined in article 1 of this document, we will seek and cover the costs of the service provider's work (travel, labour, protective measures and any documents) up to the amounts indicated in the Table of Coverage Amounts.

Any costs exceeding this amount shall be borne by the Owner.

WORKS ASSISTANCE: CONNECTING WITH HOUSING PROFESSIONALS

If the Property Administrator, acting in the name and on behalf of the owner of the Property, wishes to carry out maintenance, repair or renovation work in the Accommodation rented out, we can put him in contact with one or more contactors, member(s) of our network of professional craftsmen, it **being understood that the cost of the services remains borne by you.**

The choice of service providers that we have been able to identify is left to your free initiative.

Likewise, we cannot guarantee the quality of the response times and of the work carried out and we decline any liability in this respect.

ARTICLE 3 - EXCLUSIONS FROM EMERGENCY REPAIR ASSISTANCE

The following does not lead to our involvement:

- ◆ Damages resulting from a building defect constituting a serial loss and affecting the insured home,
- ◆ Damages resulting from intentional or fraudulent misconduct on the part of the Beneficiary/Insured in accordance with Article L.113-1 of the French Insurance Code,
- ◆ Any request for assistance made after 30 days after the event.

ARTICLE 4 - GENERAL EXCLUSIONS

The following does not lead to our involvement:

- ◆ Damages caused intentionally by the Beneficiary and those resulting from his participation in a crime, misdemeanour or brawl, except in case of self-defence,
- ◆ The state of alcoholic impregnation,
- ◆ The consequences of non-compliance with recognised safety rules related to the practice of any leisure sports activity,
- ◆ Expenses incurred after the return from the trip or the expiry of the coverage,
- ◆ Official prohibitions, seizures or coercion by law enforcement,
- ◆ The use of war devices, explosives and firearms,
- ◆ Damages resulting from intentional or fraudulent misconduct on the part of the Beneficiary/Insured in accordance with Article L.113-1 of the French Insurance Code,
- ◆ Epidemics, pollutions, natural disasters,
- ◆ Civil or foreign war, riots, strikes, civil unrest, acts of terrorism, hostage-taking,
- ◆ The disintegration of the atomic nucleus or any irradiation from an energy source of a radioactive nature.
- ◆ Expenses incurred without our consent, or not formally provided for in these general provisions,
- ◆ The consequences of an operating or connection error,
- ◆ The consequences of a system, consumable or use that does not comply with the manufacturer's specifications, a lack of maintenance or cleaning, work carried out by a non-professional, temporary electrical connections,
- ◆ Expenses arising from services provided by persons other than the service provider appointed by or without the agreement of the Insurer.
- ◆ System found in a co-ownership,
- ◆ Costs arising from damage made necessary to implement the assistance service,

- ◆ The consequences of climatic events, thunderstorms, lightning, storms or power surges, frost damage to pipes if the necessary precautions have not been taken,
- ◆ Water leaks or clogging on interior plumbing system requiring earthworks or dismantling (buried pipes, pipes embedded in a slab or floor, suspended ceilings, partitions, underfloor heating),
- ◆ The search for a water leak with no visible flow and the resulting costs.
- ◆ Gas boiler breakdowns caused by boiler sludge and/or scaling,
- ◆ Inspection visits carried out within the framework of a service or maintenance contract,
- ◆ The loss of goods as well as any material or immaterial damage resulting from the occurrence of a Claim.
- ◆ We can in no way substitute ourselves for local emergency services.

The responsibility of MUTUAIDE ASSISTANCE can in no case be involved for failures or delay in the performance of its duties resulting from cases of force majeure, or events such as civil or foreign war, riots or civil unrest, lockout, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other disasters, disintegration of the atomic nucleus, explosion of devices and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, radiation effects or any other fortuitous event or force majeure, as well as the consequences thereof.

ARTICLE 5 - OPERATING RULES FOR ASSISTANCE SERVICES

Only the telephone call from the Beneficiary at the time of the event allows the implementation of the assistance services.

Upon receipt of the call, MUTUAIDE ASSISTANCE, after confirming the rights of the requester, organizes and pays the benefits provided for in this agreement.

In order to benefit from a service, MUTUAIDE ASSISTANCE may ask the Beneficiary to document the quality he claims and to produce, at his own expense, the documents and papers proving this right.

The Beneficiary must allow our doctors access to any medical information concerning the person for whom we act. This information will be treated in accordance with medical confidentiality.

MUTUAIDE ASSISTANCE cannot under any circumstances replace local emergency relief organizations and acts within the limits of the agreements given by the local authorities, nor can it cover the expenses thus incurred, with the exception of the cost of transport by ambulance or taxi to the nearest place where appropriate care can be provided, in the event of benign illness or minor injuries requiring neither repatriation nor medicalized transport.

The actions that MUTUAIDE ASSISTANCE may carry out are carried out in full compliance with national and international laws and regulations. They are therefore linked to the securing of the necessary authorisations by the relevant authorities.

When MUTUAIDE ASSISTANCE has paid for the transport of a Beneficiary/Insured person, the latter should send back the initially planned and unused return ticket.

MUTUAIDE ASSISTANCE decides on the nature of the air ticket made available to the Beneficiary according to the possibilities offered by the air carriers and the duration of the journey.

ARTICLE 6 – REIMBURSEMENT TERMS

Reimbursements to the Beneficiary/Insured can only be made by us on sight of the original receipted invoices corresponding to expenses incurred with our consent.

Reimbursement claims should be sent to:

MUTUAIDE ASSISTANCE
Service Gestion des Sinistres
8-14, Avenue des Frères Lumière
94368 BRY SUR MARNE CEDEX

ARTICLE 7 – EFFECTIVE DATE, TERM AND RENEWAL OF COVERAGE

The coverage becomes effective from the effective date of your 5753 insurance contract for the same duration as your 5753 insurance contract.

The coverage is renewed on the same terms as your insurance contract.

ARTICLE 8 - TERMINATION, END OF COVERAGE

The assistance services provided for in the Table of Coverage shall automatically end:

- In the event of the termination of your "**DOMOCLIC ASSISTANCE n° 5753**" insurance contract, whatever the cause thereof,
- In the event of total withdrawal of the Insurer's approval in accordance with and under the conditions defined in Article L 326-12 of the French Insurance Code,
- In the event of the termination of the contract taken out with the Insurer by the Policyholder, whatever the cause thereof and in particular when it is not renewed. Failure to renew this contract will result in the termination of the coverage for you on the annual term date following the date of such termination. The services granted before the termination of your contract will be carried out until the end of the contract.

ARTICLE 9 - HANDLING OF COMPLAINTS

In the event of disagreement or dissatisfaction with the implementation of the assistance coverage in your contract, we invite you to make this known by calling **01.48.01.84.84** or by writing to <mailto:contact@albinet.fr>contact@albinet.fr.

If you are not satisfied with the answer you receive, you can write to:

MUTUAIDE
SERVICE QUALITE CLIENTS
8/14 AVENUE DES FRERES LUMIERE
94368 BRY-SUR-MARNE CEDEX

MUTUAIDE agrees to acknowledge receipt of your letter within 10 working days. It will be processed within 2 months at the most.

If the disagreement continues, you may refer the matter to Insurance Mediation by mail to:

Insurance Mediation
TSA 50110
75441 Paris Cedex 09

ARTICLE 10 - PERSONAL DATA

The Beneficiary acknowledges that he is informed that the Insurer processes his personal data in accordance with applicable regulations on the protection of personal data and that in addition:

- Answers to the questions asked are compulsory and that in the event of any false declarations or omissions, the consequences for him may be the invalidity of his membership in the contract (Article L 113-8 of the French Insurance Code) or the reduction of compensation (Article L 113-9 of the French Insurance Code),
- The processing of personal data is necessary for the membership and performance of his contract and coverage, for the management of the commercial and contractual relations, or for the performance of applicable legal, regulatory or administrative provisions.
- The data collected and processed are kept for the duration necessary for the performance of the contract or legal duty. Such data are then archived in accordance with the periods laid down in the provisions on limitation periods.
- The recipients of the data concerning him/her are, within the limits of their responsibilities, the Insurer's departments in charge of the conclusion, management and performance of the Insurance Contract and coverage, its delegates, agents, partners, subcontractors, reinsurers within the framework of the performance of their missions.

They may also be transmitted, where appropriate, to professional bodies and to any person involved in the contract such as lawyers, appraisers, court officers and judicial officers, curators, guardians, investigators.

Information concerning him/her may also be sent to all persons authorised as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and control authorities and all public bodies authorised to receive such information, as well as to the departments in charge of control such as account auditors, auditors and departments in charge of internal auditing).

- In its capacity as a financial institution, the Insurer is subject to the legal duties arising mainly from the Monetary and Financial Code in terms of the fight against money laundering and the financing of terrorism and, as such, it implements a contract monitoring process that may lead to the drafting of a suspicious transaction report or an asset freeze measure.

Data and documents concerning the Beneficiary shall be kept for a period of five (5) years from the end of the contract termination or the termination of the relationship.

- His personal data may also be used in the context of processing to fight insurance fraud which may lead, if necessary, to his listing on a list of persons presenting a risk of fraud.

This registration may result in a longer review of the file, or even the reduction or refusal of the benefit of a right, service, contract or provision proposed.

In this context, personal data concerning him (or concerning the persons who are parties to or interested in the contract) may be processed by all authorised persons working within the entities of the Insurer Group in the context of the fight against fraud. Such data may also be intended for the authorised personnel of the bodies directly concerned by a fraud (other insurance bodies or intermediaries; judicial authorities, mediators, arbitrators, court officials, judicial officers; third parties authorised by a legal provision and, where appropriate, victims of fraud or their representatives).

In the event of a fraud alert, the data are kept for a maximum of six (6) months to qualify the alert and then deleted, unless the alert proves to be relevant. In the event of a relevant alert, the data are kept for up to five (5) years from the closing of the fraud case, or until the end of the legal proceedings and the applicable limitation periods.

In the case of persons on a list of suspected fraudsters, their data shall be deleted after 5 years from the date of inclusion on the list.

- In its capacity as Insurer, it is entitled to process data relating to offences, convictions and security measures either at the time of subscription of the contract, or during its performance or within the framework of the management of litigation.
- Personal data may also be used by the Insurer in the framework of processing operations that it implements and whose purpose is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers.
- Personal data concerning him/her may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.
- The Beneficiary has the right to access, rectify, delete and object to the processed data, subject to producing documentation of his identity. He also has the right to request to limit the use of his data when they are no longer needed, or to retrieve in a structured format the data he has provided when they are needed for the contract or when he has consented to the use of such data.

He has the right to set guidelines on the fate of his personal data after his death. These guidelines, whether general or specific, concern the storage, deletion and communication of his data after his death.

These rights may be exercised by contacting the Insurer's Data Protection Representative:

- by e-mail: at DRPO@MUTUAIDE.fr
- or
- by mail: by writing to the following address: Délégué représentant à la protection des Données - MUTUAIDE ASSISTANCE - 8/14 Avenue des Frères Lumière - 94368 Bry-sur-Marne.

After having made an unsuccessful request to the Data Protection Officer he may refer the matter to the CNIL (Commission Nationale de l'Informatique et des Libertés).

ARTICLE 11 - SUBROGATION

MUTUAIDE ASSISTANCE is subrogated to the extent of the compensation paid and the services provided by it in the rights and actions of the Beneficiary, against any person responsible for the facts that motivated its involvement. When the services provided in performance of the agreement are covered in whole or in part by another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the beneficiary against that company or institution.

ARTICLE 12 – TIME LIMITATION PERIOD

In application of Article L 114-1 of the French Insurance Code, any action arising from this contract shall be barred after two years from the event giving rise to it. This period is extended to ten years for death coverage, with the beneficiaries' shares being time-barred no later than thirty years after this event.

However, this period shall not accrue:

- in the event of concealment, omission, false or inaccurate statement on the risk incurred, only from the day on which the Insurer became aware of it;
- in the event of a claim, only from the day on which the persons concerned became aware of it, if they prove that they have been unaware of it until then.

When the Insured's action against the Insurer is based on the claim of a third party, the limitation period shall accrue only from the day on which the third party brought legal action against the Insured or was compensated by the Insured.

This limitation period may be interrupted, in accordance with Article L 114-2 of the French Insurance Code, by one of the following ordinary causes of interruption:

- the recognition by the debtor of the right of the person against whom he was prescribing (Article 2240 of the Civil Code);
- a legal action, even in summary proceedings, until the proceedings are extinguished. The same applies when it is brought before a court without jurisdiction or when the act of referral to the court is cancelled as a result of a proceedings error (Articles 2241 and 2242 of the Civil Code). The interruption is null and void if the claimant withdraws his claim or allows the proceedings to lapse, or if his claim is rejected in a final manner (Article 2243 of the Civil Code);
- a protective measure taken pursuant to the Civil Enforcement Proceedings Code or an act of forced performance (article 2244 of the Civil Code).

It is stated that:

An interpellation made to one of the joint and several debtors by a court petition or by an act of forced performance or the recognition by the debtor of the right of he against whom he was prescribing interrupts the limitation period against all the others, even against their heirs.

However, an interpellation made to one of the heirs of a joint and several debtor or the recognition of that heir does not interrupt the limitation period with respect to the other joint heirs, even in the case of a mortgage claim, if the obligation is divisible. Such interpellation or acknowledgement interrupts the limitation period, with regard to the other co-debtors, only for the part for which that heir is liable.

To interrupt the limitation period for the whole, with regard to other co-debtors, it is necessary to make an interpellation to all the heirs of the deceased debtor or the recognition of all these heirs (Article 2245 of the Civil Code).

The interpellation made to the principal debtor or the acknowledgement thereof interrupts the limitation period against the guarantor (article 2246 of the Civil Code).

The limitation period may also be interrupted by:

- the appointment of an appraiser following a claim;
- the sending of a registered letter with acknowledgement of receipt (sent by the Insurer to the Insured in respect of the action for payment of the premium, and addressed by the Insured to the Insurer in respect of the settlement of the claim).

ARTICLE 13 - SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Beneficiary relating to the determination and payment of benefits shall be submitted by the most diligent party, failing amicable resolution, to the court of competent jurisdiction of the Beneficiary's domicile in accordance with the provisions of Article R 114-1 of the French Insurance Code.

ARTICLE 14 - FALSE STATEMENTS

When they change the object of the risk or diminish our opinion:

- **Any reluctance or intentionally false statement on your part will MAKE the contract null and void. Premiums paid shall remain our property and we shall be entitled to demand payment of premiums due, as provided for in Article L 113.8 of the French Insurance Code;**
- **Any omission or inaccurate declaration by you for which bad faith has not been established will result in the termination of the contract 10 days after the notification sent to you by registered mail and/or the application of the reduction of the compensation of the French Insurance Code such as specified in article L 113 9.**

ARTICLE 15 - SUPERVISORY AUTHORITY

The authority responsible for the control of MUTUAIDE is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) - 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex 9.