

## **LEGAL PROTECTION GENERAL TERMS AND CONDITIONS**

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## ARTICLE 1: SOME DEFINITIONS

**LEGAL PROTECTION INSURANCE** is defined in article 180 of the law of 7 December 2015 on insurance.

For the insurer it consists in *“bearing the costs of legal proceedings and to provide other services directly linked to insurance cover, in particular with a view to the following:*

- a) securing compensation for the loss, damage or injury suffered by the insured person, by settlement out of court or through civil or criminal proceedings;*
- b) defending or representing the insured person in civil, criminal, administrative or other proceedings or in respect of any claim made against that person”.*

**THE POLICYHOLDER:** the natural or legal person that takes out the contract and that undertakes on his own behalf and/or on behalf of the beneficiaries.

**YOU:** the policyholder and/or the person(s) designated by the policyholder, beneficiary(ies) of the guarantee, as defined in article 2.

**THE INSURER:** CFDP Assurances, a French insurance company under the supervision of ACPR (Prudential Supervision and Resolution Authority - 61 rue Taitbout - 75436 Paris Cedex 09), with registered office at Immeuble l'Europe - 62 rue de Bonnel - 69003 Lyon - France, a Société Anonyme (public limited company) with a share capital of EUR 1,600,000, Trade & Companies Register of Lyon 958 506 156 B - operating in the Grand Duchy of Luxembourg under the free provision of services for branch 17.

**THIRD PARTY OR OTHER:** Any person that is not a party to this contract.

**INSURANCE CASE:** a conflict caused by a prejudicial event, wrongdoing or dispute leading you to assert a contested right, to resist a contested claim or to defend yourself.

**PRINCIPAL AMOUNT:** The principal is defined as the request itself, as opposed to accessories such as interest, costs and other ancillary costs.

**INTERVENTION THRESHOLD:** The financial stake of the insurance case below which the guarantee of this contract is not acquired. This threshold applies only in cases of recourse, never in defence.

**WAITING PERIOD:** The period of time after which the contract's guarantee takes effect.

## ARTICLE 2: BENEFICIARIES

The policyholder or the person designated by the policy holder, his/her spouse, domestic partner or legal cohabitant and his/her dependent children.

## ARTICLE 3: GUARANTEES

**Under this contract, the insurer undertakes to assist you and provide you with the means to resolve your dispute in the following cases, depending on the specific provisions and subject to the general exclusions:**

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CFDP Assurances: Siège social : 62, rue de Bonnel, 69003 Lyon FRANCE  
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### 3.1 Your Health

You are the victim of an attack or accidental injury that causes physical and/or mental harm and you would like assistance in asserting your rights against the person responsible.

You are the victim of a medical error, a late or incorrect diagnosis, a hospital-acquired infection or improper advice from a practitioner during an illness, hospitalisation or any medical care or examination and you would like assistance in asserting your rights against:

- a public or private medical care establishment,
- a healthcare professional, etc.

You are the victim of an accident or assault, or you are ill and are having difficulty asserting or enforcing your rights with:

- your employer,
- public or private services that manage social security schemes, supplementary schemes or family benefits,
- social organisations,
- insurance companies or banking institutions that manage your personal risk insurance contracts (life insurance, outstanding balance insurance, etc.) or your loan contracts with "daily allowance" or "incapacity" guarantees, etc.

### 3.2 Your consumption

You privately purchase or rent moveable assets not subject to a registration obligation and services, whether directly, online or by mail order, you are not immune to problems:

- latent defects,
- improper performance or non-performance of the contract,
- after-sales service shortcomings,
- false advertising,
- breach of trust, scams,
- unfair terms, etc.

### 3.3 Your relations with banking & credit organisations and insurance companies

You are facing a dispute concerning the application of:

- your insurance contracts,
- banking or credit services, etc.

#### Specifically excluded:

- **commitments related to sureties, apart from those granted within a family context for private acts,**
- **disputes related to over-indebtedness.**

### 3.4 Your relations with public services

You are facing various kinds of problems with administrative or public services such as:

- Electricity, gas and water services,
- Post and telecommunications,
- Education,

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- Road network services,
- Town, county, regional and state services, etc.

**Specifically excluded: disputes between you and customs authorities.**

### 3.5 Your leisure activities

**You are travelling** and experience difficulties during the performance of a service that you purchased from a carrier, travel agency or any other person:

- the holiday does not correspond with what you purchased,
- you are the victim of a theft in a tourism establishment,
- your luggage has been lost,
- you made a booking but there is no room when you arrive, etc.

**You are on a business trip abroad** and are involved in a dispute, etc.

**You are practising a sport or cultural activity**, you are involved in an accident and you're experiencing difficulties in enforcing the relevant insurance contracts, etc.

**You are a member of a not-for-profit organisation** (law of 21 April 1928), you are personally implicated following your voluntary participation...

**You are the owner of a pleasure boat** less than 8 years old and you are experiencing difficulties with:

- the seller or buyer during the transaction,
- the maritime affairs department,
- the management of your mooring,
- the companies in charge of mothballing, maintenance and repairs, etc.

**You have pets** and you need to assert your rights against:

- a seller following a latent defect or critical flaw,
- a veterinary clinic following surgery or a diagnosis error,
- a groomer, boarding kennels or shelter following an accident or for poor care, etc.

**Specifically excluded: disputes relating to advertising funding or participation budget for a sporting event or competition.**

### 3.6 Your work

You need to assert your rights against your public or private employer, because:

- you are experiencing difficulties in the performance of your work contract,
- you are leaving or losing your job following resignation or dismissal and are unable to reach an agreement with your employer,
- you are the victim of harassment or discrimination,
- your employer has failed to pay social security contributions, etc.

**Special provision: 6-month waiting period.**



**Specifically excluded: disputes concerning an activity that generates income not considered as wages or salary.**

**Excluded costs: fees for the negotiation of work contract termination.**

### 3.7 Your taxes

You may be faced with all kinds of problems with the tax authorities following receipt of what in your opinion is an unjustified tax adjustment, even though you have exhausted all out-of-court remedies.

**Special provisions:**

- **The insurer limits the exclusive coverage of legal costs and fees to €2,500 incl. tax for all proceedings.**
- **The insurer intervenes if and only if the inspection occurs more than 12 months after the contract start date.**

**Specifically excluded:**

- **disputes relating to the absence of a legal tax declaration,**
- **disputes between you and customs authorities,**
- **disputes concerning a foreign tax administration,**
- **disputes concerning income or charges other than those covered by articles 3.2, 3.6 and 3.8.**

### 3.8 Inheritance

Following the opening of the inheritance proceedings of a direct ascendant, the insurer intervenes when you experience difficulties with:

- the surviving spouse,
- direct line co-heirs,
- any beneficiaries under the will.

**Special provisions: the insurer intervenes exclusively on behalf of the subscriber and his/her spouse or domestic partner.**

**The insurer limits his engagement to the exclusive coverage of legal costs and fees up to €3,650 for all proceedings.**

**The insurer intervenes if and only if the death occurs more than 24 months after the contract start date.**

**Excluded costs:**

- **emoluments for solicitors tasked with drafting acts and contracts,**
- **fees for experts tasked with determining assets,**
- **acts concerning the division and distribution of inheritance,**
- **the fees for bailiffs tasked with serving acts or judgements,**
- **tax expenses and advertising costs.**

### 3.9 Divorce and breakup of a relationship

You are planning to separate from your spouse, domestic partner or fiancé(e), the insurer assists and intervenes:



In the following divorce cases:

- divorce on the grounds of breakup of the relationship (article 230 of the Civil Code)
- divorce by mutual consent (article 275 of the Civil Code).

In cases concerning the breakup of cohabiting partners or the calling off of an engagement, if such cases are conflictual in nature.

**Special provisions: the insurer intervenes exclusively on behalf of the subscriber and his/her spouse or domestic partner.**

**The insurer limits his engagement to the exclusive coverage of legal costs and fees up to €3,650 for all proceedings (i.e. €1,805 per beneficiary of this guarantee).**

**The insurer intervenes if and only if the divorce request or the conflict occurs at least 24 months after the contract start date.**

**Specifically excluded:**

- actions intended to enforce or change terms of the divorce decree once it has been delivered,
- actions intended to enforce or change the rights and obligations defined by the parties following the breakup of a relationship.

**Excluded costs:**

- emoluments for solicitors tasked with drafting acts and contracts,
- fees for experts tasked with determining assets,
- acts concerning the division of assets,
- the fees for bailiffs tasked with serving acts or judgements,
- tax expenses and advertising costs.

## ARTICLE 4: THE INSURER'S 10 COMMITMENTS

**For all guaranteed insurance cases whose principal amount is greater than €300 incl. tax, the insurer undertakes to do the following, via its settlements office:**

**4.1 To be attentive** and provide you with legal information via telephone.

Qualified lawyers are available Monday-Friday at the number given to you when you take out your contract.

**4.2 To inform you** on your rights and the necessary steps to protect your interests.

**4.3 To advise you** on what to do during a dispute.

**4.4 To help you** gather the elements and testimonies required to prepare your claim file or your defence file and to take the necessary steps to obtain an amiable negotiated solution. The insurer undertakes to provide you with clear, comprehensive and objective information on the advantages and disadvantages of the amicable solution that he has negotiated on your behalf.

**4.5 To ensure you are assisted** and supported by qualified experts such as notaries, doctors, psychologists or other consultants where required by the specific nature of the case and where this would be useful for the resolution of the dispute. You are free to choose the expert and if you do not

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know any, the insurer can recommend you one. The expert will assist you and will, where necessary, provide a written opinion after his/her consultation with you. This advisory opinion is intended to substantiate your claim or your defence and will be sent to you.

The insurer will cover the expert's costs and expenses up to the limit of the guaranteed contract amounts.

**4.6 To offer independent mediation between the parties.** Upon the request of the insurer and with your acceptance, the mediator will appointed from a list by an association or professional group. The mediator will get in touch with the parties, bring them together and enable them to find a solution to their dispute by themselves.

The insurer covers the costs of the mediator only; the fees of any court officer or expert whose assistance you may wish to seek during the mediation will be borne by you.

**Where all attempts to find an amicable resolution to the dispute have failed, and if the principal amount is greater than €1,000 incl. tax, the insurer undertakes:**

**4.7 To have you represented** by a lawyer or any other court officer of your choosing to initiate legal proceedings.

**4.8 To cover the following costs up to the guaranteed contractual limits:** litigation costs and costs (all types of costs and fees) for lawyers and/or any other court officers (bailiffs, legal experts). These contractual limits are shown in **article 9 and are spread as follows for each dispute:**

40 % for first instance proceedings

30% for appeal proceedings

30% for proceedings before the Council of State or the Court of Cassation **providing that the principal amount of interest at stake is greater than €3,000 incl. tax.**

**4.9 To organise your legal defence whilst respecting your choice of defence counsel.**

In accordance with article 94 of the law of 27 July 1997 on insurance contracts, where it is necessary to initiate legal or administrative proceedings, you are free to choose the lawyer or any other person that holds the qualifications required by the laws governing the proceedings, to defend, represent or serve your interests.

You therefore freely and independently choose the lawyer in charge of your interests; the insurer intervenes only to give his agreement on the referral principle but will not appoint a lawyer in your place. If you do not know any lawyers, you can contact the relevant Bar Association or ask the insurer in writing to give you the contact details of a lawyer.

You give the insurer a mandate whilst maintaining control of the direction of proceedings in collaboration with your chosen lawyer.

Unless otherwise specified, you pay any costs and fees in advance and the insurer reimburses you, upon presentation of supporting evidence, for the amounts paid **up to the guaranteed contractual limits**. You will be reimbursed within at most 30 days of receipt of such supporting evidence.

The insurer undertakes to keep you regularly informed of the financial situation of your case and to alert you as soon as possible of a potential risk of exceeding the guarantee limits.

**4.10 To respond to you** and to process your dispute declaration **within 7 days of receiving it**; and in general to process your requests as quickly as possible.

## ARTICLE 5: YOUR OBLIGATIONS

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## You hereby undertake:

**5.1 To declare the incident** to the insurer as soon as you become aware of it, except in cases of force majeure. **The insurer cannot, however, void a guarantee for a late declaration unless it is proven that such delay in the declaration caused harm to the insurer (article 26, 27 and 28 of the law of 27 July 1997 on insurance contracts).**

You must specify the nature and circumstances of your dispute and transmit all useful information such as opinions, letters, writs, bailiff deeds, summons, etc.

**5.2 To relate the facts** and circumstances with the greatest precision and sincerity.

**5.3 To provide** all mandatory documents within the time limits set by law or regulations.

**5.4 To establish proof, by any means, of the damage that you are alleging: the insurer will never cover the costs for the drafting of acts, expert opinions, bailiff findings, costs relating to obtaining testimonies, attestations, or any other supporting documents intended to establish or prove the veracity of your damage, to identify or seek your adversary, which are engaged at your own initiative for precautionary purposes.**

**5.5 To not undertake any initiative without first consulting with the insurer.**

**If you take any action or appoint a lawyer or any other court officer before notifying the insurer and obtaining his written agreement, the costs incurred will be borne by you.**

**However, if you provide evidence of an emergency situation requiring the immediate taking of a precautionary measure, the insurer will reimburse you, up to the guaranteed contractual limits, for any costs and fees of experts that you have mandated without having obtained its prior agreement.**

**You may not settle any transactions, nor accept any compensation, without first notifying the insurer and obtaining his written agreement. Otherwise, the insurer will be entitled to claim back from you the reimbursement of the costs and fees that he has already incurred.**

## ARTICLE 6: HOW IT WORKS

### 6.1 In time

The contract is entered into for a duration of one year beginning from the date of subscription.

The contract is renewed annually by tacit agreement, unless one of the parties objects via registered letter, via writ served by a bailiff or by sending a letter of cancellation with acknowledgement of receipt, at least three months before the contract is due to expire.

The guarantee enters into force without a waiting period (unless otherwise specified) but only after payment of the first premium.

The guarantee applies when the insurance case originates in events that occurred between the contract start date and the contract end date provided that the insurance case is declared between these two dates.

### 6.2 In space





The guarantee applies in accordance with these general terms and conditions in all countries of the European Union and in the Principality of Andorra and the Principality of Monaco.

In other countries, the insurer's actions are limited to the reimbursement of the costs and fees for proceedings, up to the guaranteed contractual limits, upon presentation of receipted invoices, with the exception of the USA where no guarantee applies.

### **6.3 Premiums**

The premium is set by the insurer at the time of the contract's subscription. The premium is collectable and payable by any means that suits you.

### **6.4 Termination following an incident**

The contract may be terminated, either by the policyholder or by the insurer, after the occurrence of an incident.

This termination shall be notified no later than one month after the payment of compensation or the refusal of payment of compensation. This termination shall take effect upon the expiration of a period of at least three months which begins on the day after the notification date, on the day after the date of receipt or the day after the date that the registered letter is posted (article 41.1 and 41.2 of the law of 27 July 1997).

### **6.5 Time limitations**

Any legal action arising from the contract is subject to a time limitation period of 3 years from the event which gave rise to it (article 44.1 of the law of 27 July 1997 on insurance contracts).

### **6.6 Subrogation**

The insurer shall take your place in your rights and actions for the recovery of amounts that may be awarded to you for costs, including costs for proceedings, up to the amount that the insurer has paid and after you have received the full amount in the eventuality that you remained responsible for fees and costs.

## **ARTICLE 7: PROTECTING YOUR INTERESTS**

### **7.1 Right to cancel**

If this contract was entered into remotely (within the meaning of the Consumer Code), you may cancel this contract at any time within the 14 calendar days following its conclusion, with no penalty and without giving a reason (article L222-9).

- To do so, you must send an email to: [bmouquet@cfdp.fr](mailto:bmouquet@cfdp.fr)

### **7.2 Obligation to withdraw**

Any person tasked with a legal service as part of this contract that has a direct or indirect interest in its subject must withdraw.

### **7.3 Difference of opinion – objectivity clause**

*Article 95 of the law of 27 July 1997 on insurance contracts*



In the event of a difference of opinion between you and the insurer as to the attitude to adopt to settle the dispute, in particular as to the chances of success of a legal action, this difference of opinion may be referred to a jointly chosen arbitrator. Each party shall bear one half of the costs of the arbitrator. If there is no agreement on the choice of arbitrator, one will be appointed by order of an interim relief judge of your local courts.

#### **7.4 Conflict of interest with the insurer**

*(Article 96 of the law of 27 July 1997 on insurance contracts)*

In the event of a conflict of interest between you and the insurer, you have the right to call upon a lawyer or if you prefer a person qualified by law or regulation to assist you.

The insurer will cover his costs and expenses up to the guaranteed limits.

In the event of a conflict of interest between you and another beneficiary of the Insurer's guarantees, the dispute will be treated impartially by the Insurer's settlements office, which will appoint an independent mediator in accordance with article 4.6 of this contract or shall have each party represented by a lawyer appointed in accordance with the provisions of articles 4.7 et seq. of this contract.

#### **7.5 Protection of your personal data**

The personal data (full name, image, profession, home or residence, phone and fax numbers, email address, date and place of birth, marital status, bank account number, data relating to the case, including, if required and to the extent necessary to the case, sensitive health data possibly without the intervention of a healthcare professional, as well as data relating to disputes submitted to the courts, suspected offences, prosecutions, convictions, any data that you expressly consent to) that you have provided are dealt with by the insurer in accordance with the Luxembourg law of 2 August 2002 on the protection of privacy with respect to the processing of personal data:

1. for the purposes of managing our clientele and carrying out market studies;
2. for the purposes of issuing, recovering and checking invoices;
3. as part of contractual relations; the data is thus used in particular to determine premiums, assess risk, process incidents and carry out statistical assessments;
4. in order to comply with obligations under the law of 12/11/2004 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing;
5. for the purposes of sending the insurer's printed and electronic newsletters (by signing this contract, you expressly agree to this purpose, unless you expressly object at a later date);
6. in order to communicate new purposes.

This data will be used for the above-mentioned purposes only, unless there is express opposition to the purpose explained under point 5.

By providing your personal data, you give express permission to the insurer to process this information for the purposes specified above.



Your personal data is stored in a file that the insurer controls and for which it is responsible for processing.

The data is kept for 5 years after the end of the contract.

For some of the above purposes, the insurer will outsource tasks to an insurance intermediary that is contractually obliged to handle this data in accordance with the law of 2 August 2002 on the protection of privacy with respect to the processing of personal data.

Your data will not be transmitted to any third party other than as mentioned above and for the purposes specified above, in strict compliance with the aforementioned legislation.

By sending a written, signed and dated request to the insurer along with proof of identity, you can obtain from the insurer a written statement of your personal data, free of charge if the volume is reasonable. You will also be able to correct this data if it is inaccurate, incomplete or irrelevant. To exercise these rights, you may also contact the Commission for the Protection of Privacy.

The presiding judge of the district court will hear any requests relating to the right to obtain access, correct or delete personal data, if no action on the request is forthcoming within 45 days of such request, or if the request is rejected.

If, at any time, you feel that the insurer is not respecting your privacy, you are asked to send a letter or email to the insurer ([relationclient@cfdp.fr](mailto:relationclient@cfdp.fr)) who will make every effort to find and provide a solution to the problem.

For further information, you can contact the insurer or the Commission for the Protection of Privacy at the following address:

Commission nationale pour la protection des données (National Commission for Data Protection)  
1, avenue du Rock'n Roll  
L 4361 Esch-sur-Alzette  
Phone: (+352) 26 10 60 -1  
Fax: (+352) 26 10 60 – 29  
<http://www.cnpd.public.lu>

## 7.6 Applicable law

This contract is governed by Luxembourg law.

## 7.7 Examination of your claims and authority responsible for monitoring the insurance sector

Any dispute in relation to this contract must first be addressed to the insurer.

So that claims can be processed within the relevant time frames, the following information should be provided to support the claim: full name, full postal address, telephone number, an email address and a clear description of the subject of the complaint accompanied by any documents and details on the insurance product or service in question (e.g. contract number, incident number, etc.).



If, despite the insurer's efforts to resolve any questions that may arise, no solution can be found, you can contact:

Commissariat aux Assurances (Insurance Commission)

7, boulevard Joseph II

1840 Luxembourg

Phone: (+352)22 69 11

Fax: (+352) 22 69 10

Email: [commass@commassu.lu](mailto:commass@commassu.lu)

In France, the authority responsible for monitoring the insurer is ACPR (Prudential Supervision and Resolution Authority), 61 rue Taitbout, 75436 Paris Cedex 09, France.

## 7.8 Jurisdiction

Any dispute arising from this contract falls under the jurisdiction of the Luxembourg courts, without prejudice to the application of international agreements and treaties.

## ARTICLE 8: EXCLUSIONS

Your contract covers you for the guarantees described in article 3 for all that is not excluded below.

### 8.1 General exclusions

The insurer shall never intervene for:

- **Disputes originating in a natural disaster, a civil or foreign war, a riot, a popular movement, a demonstration, a brawl, an attack, an act of vandalism, sabotage or terrorism.**
- **Disputes in connection with an intentional breach of legal or indisputable obligations, misconduct, a fraudulent or deceitful act that you voluntarily commit against property or persons in full awareness of their damaging and harmful consequences.**
- **Disputes covered by damage or third-party liability insurance and those arising from your failure to take out mandatory insurance.**
- **Disputes whose initial events are known to you and are prior to the contract's effective date or which have a likelihood to occur at the time of subscription**
- **Disputes arising when you are under the influence of substances or plants classed as drugs, or when you refuse to undergo drugs screening.**
- **Collective labour disputes or disputes relating to the expression of political, religious, philosophical or trade union opinions.**
- **Disputes relating to the management or administration of a civil or commercial company, association or co-ownership.**
- **Disputes relating to intellectual property.**
- **Disputes relating to building construction works within the meaning of article 1792 of the Civil Code, or major works within the meaning of article 2270 of the Civil Code, and more generally works for which a building permit or any other authorisation is required.**
- **Disputes relating to easements, demarcation, actions to find boundaries, petitory and possessory actions.**
- **Disputes relating to urban development and expropriation law.**
- **Human rights (except in insurance cases under article 3.10), donations and marriage contracts.**
- **Recovery of your debts.**

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- **Customs-related disputes.**
- **Disputes relating to your main or secondary home, as well as to leased properties.**
- **Disputes relating to the possession, use and ownership of a motor vehicle.**

## **8.2 Excluded costs**

Whether in recourse or in defence, the insurer shall never cover:

- **Costs incurred without his prior agreement.**
- **Fines, bail bonds, interest, late penalties.**
- **Any sum of any kind that you may be ordered to pay principally and personally.**
- **Sums that you legally owe under proportional fees and registration fees.**
- **Contingency fees.**

## ARTICLE 9: CONTRACTUAL COVERAGE LIMITS

The amounts are cumulative and represent our maximum commitment per intervention or jurisdiction.

These amounts include the usual fees inherent to the handling of a case (copying costs, telephone costs, travel expenses, substitution costs, etc.) and constitute the limit of our coverage even in the event of several lawyers or a change of lawyers.

Fees are paid once the service has been performed, upon presentation of received invoices.

The insurer's payments are exclusive of tax, if you recover VAT; otherwise inclusive of all tax.

See article 4.8 of this contract for the breakdown of these amounts.

CONTRACTUAL COVERAGE LIMITS FOR LAWYER AND LEGAL EXPERT FEES INCL. TAX	
Criminal Law and Extra-Contractual Civil Law:	€15,000
Contractual Law (including with another insurer):	€15,000
Labour Law and Social Law:	€15,000
Administrative Law:	€15,000
Tax law:	€2,500

LIMITS and INTERVENTION THRESHOLD INCL. TAX	
<ul style="list-style-type: none"> <li>Coverage limit per insurance case for: <ul style="list-style-type: none"> <li>Amicable proceedings: €1,000</li> <li>Expert consultation: €500</li> <li>Conventional or court-ordered mediation, arbitration: €1,000</li> <li>Amicable assessment: €1,000</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>Maximum coverage limit per insurance case for countries outside the European Union, the principalities of Andorra and Monaco, with the exclusion of the USA: €6,000</li> </ul>	
<ul style="list-style-type: none"> <li>Coverage limit for bailiff fees: €1,000</li> </ul>	
<ul style="list-style-type: none"> <li>Coverage limit for costs and expenses incurred by the adversary: €2,000</li> </ul>	
<ul style="list-style-type: none"> <li>Intervention threshold for amicable recourse proceedings: €300</li> </ul>	
<ul style="list-style-type: none"> <li>Intervention threshold for legal proceedings: €1,000</li> </ul>	
<ul style="list-style-type: none"> <li>Intervention threshold before the Council of State or the Court of Cassation: €3,000</li> </ul>	