# Travel Insurance

# Allianz (II) Travel

Insurance product information document Company: AWP P&C – French insurance company **Product: Serenity** 

This document presents a summary of the main types of cover and exclusions for the policy. It does not take into account your specific requests and requirements. You can find the complete information on this product in the pre-contractual and contractual documentation.

# What type of insurance is this?

The insurance product is a temporary policy that offers, during any private or business trip, insurance coverage in the event of damage to baggage, as well as traveller assistance services.



# What is insured?

#### ✓ Damage to baggage

Compensation for damage to insured property during the stay (limit: €1,000 per Insured Person and per insurance period)

Compensation for theft of valuables (limit: 50% of the amount of the "Damage to Baggage" cover, per Insured Person and per insurance period)

#### √ Assistance to the Insured Person

Accommodation costs of a family member (limit: €50 per day for a maximum of 10 days)

Emergency medical and hospitalisation costs up to €30,000 per Insured Person and insurance period

Emergency dental care up to €150 per Insured Person and insurance period

Reimbursement for search and/or rescue costs up to  $\ensuremath{\mathfrak{e}} 750$  per Insured Person and insurance period

Assistance in the event of death: repatriation of the body, funeral expenses up to €3,000 per Insured Person and insurance period

The types of cover marked with a tick ( ) are automatically included in the policy depending on the option taken out



# What is not insured?

- Persons domiciled in the Schengen Area who are over 80 years of age at the time of taking out the policy.
- Trips for more than 3 consecutive months



# Are there any exclusions to the cover?

#### Main exclusions:

- Damage resulting from intentional misconduct on the part of the Insured Person, suicide or attempted suicide of the Insured Person
- Damage resulting from the consumption of alcohol and/or ingestion by the Insured Person of non-medically prescribed medication, drugs or narcotics.
- Failure by the Insured Person to comply with the safety rules imposed by the carrier or any regulation decreed by the local authorities
- Damage resulting from civil or foreign war, acts of terrorism, riots, civil unrest, coups d'état, taking of hostages or strikes
- The consequences of a non-stabilised illness being treated for which the Insured Person is convalescing, as well as the potential consequences (checkups, additional treatment, relapses) of an illness that gave rise to repatriation in the six (6) months preceding the assistance request;
- Voluntary termination of pregnancy, in vitro fertilisation
- Participation in any sport undertaken in an official competition or as a professional or under a paid contract, including preparatory training
- Epidemics, local health situations, pollution, extreme weather or climate events
- Damage or wear resulting from scratches, grooves, tears, stains or smoking accidents

## Main restrictions:

- For the Damage to Baggage cover: excess of €30 per Insured Person and per insurance period
- For the Assistance to the Insured Person cover: excess of €30 for medical expenses and €100 for hospitalisation costs per Insured Person and per insurance period



# Where am I covered?



The covers apply in the country or countries visited in the Schengen area, in Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino and Vatican City.

An updated list of all Countries Not Covered is available on the Allianz Travel website, at the following address: http://paysexclus.votreassistance.fr



# What are my obligations?

Your insurance policy may be invalidated or cover denied if you fail to comply with the following obligations:

#### When taking out the insurance policy

Declare the risk to be insured in good faith so as to enable the Insurer to assess the risks it is covering. Pay the premium indicated when taking out the insurance policy.

#### During the term of the policy

Declare any new circumstances that may increase the insured risks or create new risks.

#### In the event of a claim

Declare any loss that may invoke one of the types of cover under the conditions and within the time periods established and provide any document that may be useful in assessing the loss.

Inform the Insurer of any cover that may have been taken out for the same risks, either in full or in part, with other insurers, as well as any reimbursement received following a claim.



# When and how should payments be made?

The payment can be made by any payment means to INSURTE.



# When does the cover start and end?

The policy takes effect at 00:00 on the day after payment of the premium and ends no later than 24 hours after the end of the insured trip. The cover takes effect as soon as the Insured Person enters the country of the Schengen Area, Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino or Vatican City excluding countries not covered mentioned in the Specific Terms and Conditions and ends as soon as the Insured Person leaves the Schengen Area, Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino or Vatican City excluding countries not covered in accordance with the dates of departure and return indicated in the Specific Terms and Conditions.



# How can I terminate the policy?

According to the cases provided for in the General Terms and Conditions given at the time the policy was taken out and in accordance with the French Insurance Code by sending an email to: contact@vti.travel



# NOTICE OF INFORMATION DEEMED TO CONSTITUTE GENERAL TERMS AND CONDITIONS FOR POLICY 602728

Dear Customer,

Taking account of the Trip you wish to make and the information you have sent us, we recommend that you take out this insurance policy. This policy comprises these General Terms and Conditions, together with the Specific Terms and Conditions which you receive when you take out the policy.

Before taking out this insurance policy, please read this Information Document and the General Terms and Conditions carefully. They specify your rights and obligations as well as those of the Insurer, and are likely to answer any questions that you may have.

#### Who is the Insurer?

#### **AWP P&C**

Société anonyme [corporation] with a share capital of €17,287,285, Bobigny Register of Companies under No. 519 490 080, registered office: 7 rue Dora Maar - 93400 Saint-Ouen, Private company governed by the French Insurance Code.

#### Who is the Distributor?

INSURTE, SARL [limited liability company] with a capital of €10,000, whose registered office is located at 5 Ter Rue du Magasin à Poudre 14 000 Caen, France.

Registered in the CAEN Register of Companies under the number 523 065 860. SIRET 523 065 860 00026.

Insurance broking firm, registered as such with ORIAS [French organisation for the registration of insurance intermediaries] under the number 10 056 187 (www.orias.fr).

#### The distributor:

- works with AWP P&C,
- receives a commission included in your premium.

#### Who is this policy aimed at?

This policy is intended for any person under eighty (80) years of age on the day the policy is taken out, subject to the conditions below.

#### What are the conditions for benefiting from this policy?

Your Place of Residence must be outside the Schengen Area outside Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino and Vatican City and outside the Countries Not Covered as defined in the policy.

The policy must be taken out before your departure from your Country of Origin.

#### What is the commencement date and term of your policy?

The policy takes effect on the date it is taken out mentioned in your Special Terms and Conditions; it is valid for any Trip, private or business, for a maximum duration of three (3) consecutive months. The cover applies according to the conditions provided for in Article 2 of the General Terms and Conditions.

#### Which types of cover are provided for in the policy?

- The types of cover (listed below) are shown in your Specific Terms and Conditions, for which you will pay the corresponding premium.
- To find out the payment amounts and limits and the excess relating to the cover, please refer to the Cover Table. This table also includes a list of General Exclusions, along with the exclusions specific to each type of cover.

# KEY ELEMENTS

- Payments and reimbursements within the framework of subscription or a claim are always made in euros based on the exchange rate in force on that date. Any costs related to currency exchange shall be borne by the Insured Person.
- You may or may not have cancellation rights after taking out this insurance policy. The terms and conditions for exercising this option are detailed in Article 7 "Cancellation option" of the General Terms and Conditions below.
- To avoid multi-insurance, in accordance with Article L112-10 of the French Insurance Code:

You are kindly requested to check that you do not already have cover protecting you for one of the risks provided for in the new policy. If you are already covered, you have the right to cancel this policy within fourteen calendar days from signing the contract, without incurring any fees or penalties, provided that all of the following conditions are met:

- you have taken out this policy for non-professional purposes;
- this policy accompanies the purchase of goods or services sold by a supplier;
- you prove that you are already covered for one of the risks provided for in the new policy;
- the policy which you wish to cancel has not been executed in full;
- you have not declared any claim covered by this policy.

In this case, you can exercise your right to cancel this policy by letter or any other durable format addressed to Insurté: contact@vti.travel, with a document in attachment proving that you already have cover protecting you for one of the risks provided for in the new policy. The insurer is required to repay you the premium paid within thirty days of your cancellation.

If you wish to cancel your policy but do not satisfy all of the conditions above, please check the terms and conditions of cancellation set out in your policy under Article 7, "Cancellation option".

• Service quality and customer satisfaction are a priority for us. If however, our services have not been completely satisfactory, you can contact us according to the terms provided for in Article 15 "Complaints handling procedures" of the General Terms and Conditions below.

The policy is drawn up in French and is governed by French law.

The types of cover in this policy, **except for assistance cover**, are regulated by the French Insurance Code.





# **CLAIM REQUEST**

► To register your claim request immediately, go to:

# https://indemnisation.allianz-travel.fr

► Deaf and hard-of-hearing access (24/7) https://accessibilite.votreassistance.fr

► If you do not have Internet access, contact us (Metropolitan France time zone): on +33 (0)1 42 99 03 95\*
Monday to Friday between 9:00 am and 6:00 pm

\*standard rate numbers

# EMERGENCY NEED OF MEDICAL ASSISTANCE

► Contact us (24 hours a day) on +33 (0)1 42 99 02 02\*

contacted?

► Please tell us:
Your policy number
Who needs assistance?
Where? Why?
Who is looking after the person who is unwell?
Where, when and how the person can be

The cover is provided by:

#### **AWP P&C**

Société anonyme [Corporation] with a share capital of €17,287,285.00 Bobigny Trade and Companies Register 519 490 080 Registered office: 7 rue Dora Maar - 93400 Saint-Ouen Private company governed by the French Insurance Code

It is implemented by:

# **AWP FRANCE SAS**

Société par actions simplifiée [Simplified joint stock company] with a share capital of €7,584,076.86 Bobigny Trade and Companies Register 490 381 753 Registered office: 7 rue Dora Maar - 93400 Saint-Ouen

Insurance broking firm - ORIAS [French organisation for the registration of insurance intermediaries] No. 07 026 669 (http://www.orias.fr/)



# **GENERAL TERMS AND CONDITIONS**



# 1 COVER TABLE

The cover stated in your policy is listed in your Specific Terms and Conditions sent with your confirmation email.

EVENTS COVERED		COVER AMOUNTS AND LIMITS	EXCESSES OR COVER TRIGGER POINTS	
	DAMAGE TO BAGGAGE (*)			
•	Damage to Insured Property while it is being transported and during the Stay	Compensation up to the limits of: €1,000 per insured person and per Insurance Period	Excess per insured person and per Insurance Period: €30	
•	Theft of Valuables	Compensation up to the limit of: €500 per insured person and per Insurance Period		
•	Delay in transport of Insured Property	Refund of Essential Goods up to €500 per Insured Person and per insurance period	Cover trigger point: Delay of more than <b>24 hours</b>	

(\*) The maximum amount of the cover for "Damage to Baggage" including "Theft of valuables" and "Delay in transport of Insured Property" is €1,000 per Insured Person and per Insurance Period.

ASSISTANCE TO THE INSURED PERSON			
ASSISTANCE BEFORE THE TRIP			
"Medical info/advice" assistance	Unlimited number of telephone calls	N/A	
	ASSISTANCE DURING THE TRIP		
<ul> <li>Repatriation Assistance</li> <li>Arranging and paying for the repatriation of the Insured Person to his Home or transportation to a hospital</li> </ul>	Actual costs	N/A	
<ul> <li>Arranging and paying for the repatriation of the Insured Person's travel companion(s)</li> </ul>	Actual costs		
- Reimbursement of <b>out-of-bundle</b> (**) telephone expenses	€100 maximum per Insured Event		
<ul> <li>Children's Assistance</li> <li>Arranging and paying for returning the Insured Person's Children to their Home when the Insured Person is repatriated</li> <li>AND/OR</li> </ul>	Actual costs	N/A	
- Arranging and paying the return travel costs of a travel companion for returning the Children	Actual costs		
Assistance for Designated Persons     Information/Advice	Unlimited number of telephone calls	N/A	



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<ul> <li>Assistance for Pets</li> <li>Returning to Home: arranging and paying the</li> </ul>	Actual costs	N/A
cost of a companion's return fare for the return of		
the Insured Person's Pets if the Insured Person		
is hospitalised locally		
Presence of a friend or relative with the		L.,,
Insured Person in the event of		N/A
Hospitalisation locally Paying the costs enabling a family member to		
reach the Insured Person:		
- Return transport		
- Accommodation costs locally until the Insured		
Person is repatriated or discharged from		
hospital	i.e. a maximum of €500	Fuence non events 6400
<ul> <li>Emergency hospitalisation costs in the Schengen Area, in Andorra, Bulgaria,</li> </ul>		Excess per event: €100
Croatia, Cyprus, Romania, San Marino		
or Vatican City (*)	-€30,000	
- Reimbursement of emergency hospitalisation	45	
costs payable by the Insured Person	(*) The cover limits for "Emergency hospitalisation	
	costs in the Schengen Area, in Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino or Vatican	
	City" and "Emergency medical costs in the	
	Schengen Area, in Andorra, Bulgaria, Croatia,	
	Cyprus, Romania, San Marino or Vatican City	
	(including the cost of emergency dental care)" are	
	not cumulative.	Fuence man events 620
<ul> <li>Emergency medical costs in the Schengen Area, in Andorra, Bulgaria,</li> </ul>	, ,	Excess per event: €30
Croatia, Cyprus, Romania, San Marino	insulance renou.	
or Vatican City (*)	- €30,000	
,,,		
- Reimbursement of emergency medical costs		
payable by the Insured Person	- €150	
- Including reimbursement of emergency dental	/*\ The cover limits for "Emorgopov modical costs in	
care costs payable by the Insured Person	(*) The cover limits for "Emergency medical costs in the Schengen Area, in Andorra, Bulgaria, Croatia,	
	Cyprus, Romania, San Marino or Vatican City	
	(including the cost of emergency dental care)" and	
	"Emergency hospitalisation costs in the Schengen	
	Area, in Andorra, Bulgaria, Croatia, Cyprus,	
	Romania, San Marino or Vatican City" are not cumulative.	
Additional costs locally	cumulative.	N/A
- Reimbursement of Accommodation Costs for	Limited to €50 per day and per person, until the Insured	_
the Insured Person and/or his Travel		
Companion(s) in the event of:	Trip, and in all cases, subject to a maximum of 10 days,	
· Immobilisation locally	i.e. a maximum of €500	
Extension of stay pending repatriation		
- Transport costs to continue the curtailed Trip		
	Actual costs	
Search and/or rescue costs	Up to the following limits:	
		N/A
- Search costs	€750 per Insured Person and per Insurance Period	
- Rescue costs	€750 per Insured Person and per Insurance Period	
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Assistance in the event of the death of		
the Insured Person	Actual costs	N/A
- Transporting the body		
- Coverage of Funeral Expenses	Up to a limit of €3,000 per Insured Person	
- Telephone assistance for relatives wishing to		
travel to the location of the funeral	Unlimited number of telephone calls	
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<ul> <li>Legal assistance in the Schengen Area, in Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino or Vatican City</li> <li>Reimbursement of out-of-bundle (**) telephone expenses</li> </ul>	Up to the following limits, per Insured Person and per Insurance Period: €100 maximum	N/A	
Early Return assistance     Arranging and paying transport costs	Actual costs	N/A	
Making medication available locally     Making medication available     OR     Setting up a system enabling the Insured Person to continue treatment	Actual costs Actual costs	N/A	
	The costs of purchase of medication and/or following treatment are payable by the Insured Person		
In the event of damage to or theft or loss of identity papers, personal means of payment, and travel tickets     Allo/Info Assistance		N/A	
- Allo/IIIIO Assistance	Unlimited number of telephone calls		
Delayed Return assistance Following the occurrence of an Insured Event	Extension, until the effective return of the Insured Person, of the "Assistance to the Insured Person" cover granted in the event of Illness, Accidental Bodily Injury or death.		
ASSISTANCE AFTER THE TRIP			
<ul> <li>Personal services</li> <li>Reimbursement of out-of-bundle (**) telephone expenses</li> </ul>	Up to the following limits: - €100 per Insured Person and per Insurance Period	Cover trigger point: Immobilisation at the Home for more than <b>48 hours</b> , following an Insured Event	

(\*\*) The total reimbursement of out-of-bundle telephone expenses, for the whole of the "Assistance to the Insured Person" cover, may not exceed €100 per Insured Event.



#### **VALIDITY OF THE POLICY**

#### **TERRITORIAL VALIDITY**

The cover applies in all the countries in the Schengen Area, in Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino or Vatican City listed in the Special Terms and Conditions, for Trips not exceeding three (3) consecutive months.

# **DURATION OF VALIDITY**

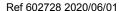
The policy must be taken out with the Insurer through the intermediary INSURTE before the departure of the Insured Person from his Country of Origin. Cover takes effect as soon as the Insured Person enters the country in the Schengen Area, Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino or Vatican City mentioned in the Special Terms and Conditions and ceases as soon as the Insured Person leaves the Schengen Area, Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino or Vatican City, in accordance with the departure and return dates indicated in the Special Terms and Conditions. The policy is not renewable and cannot be extended. If you extend your trip, you will need to take out a new policy to be covered during the additional period.



# 3 DEFINITIONS COMMON TO ALL TYPES OF COVER

The terms starting with a capital letter in this policy are defined either in this chapter, or at the beginning of the description of each type of cover.

ACCIDENT: any sudden, unforeseen event, external to the victim or the damaged item, constituting the cause of the damage.





INSURED PERSON: any person aged eighty (80) years (maximum) on the date the policy is taken out, as designated in the Special Terms and Conditions, provided that his Home is located outside the Schengen Area, Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino or Vatican City, and outside the Countries Not Covered as defined in this policy.

**INSURER:** AWP P&C, that is, the Insurer with which this insurance policy was taken out. Cover is applied by AWP France SAS, hereinafter referred to under the commercial name "Allianz Travel".

**NATURAL DISASTER:** an event of natural origin caused by the abnormal intensity of a natural agent, and recognised as such by the authorities of the country in which it has occurred.

In France, Natural Disasters are subject to a compensation procedure under Law No. 82-600 of 13 July 1982.

TRAVEL COMPANION: Insured Person appearing on the same Trip booking form as the Insured Person.

**DE FACTO SPOUSES:** two individuals who are neither married nor legally registered partners, but who have documentation to prove that they reside in the same household (cohabitation certificate or, failing this, housing tax documentation, a bill for electricity, gas, water, insurance, or a rent receipt, etc.); and that they had been living under the same roof from the date this policy was taken out.

**HOME:** the Insured Person's tax domicile, which must be located outside the Schengen Area, Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino or Vatican City and the Countries Not Covered.

CHILDREN: non-emancipated minor children or disabled adult children of the Insured Person.

**SCHENGEN AREA:** area allowing free movement of people between the Signatory states of the Schengen Agreement. Those States which apply the provisions contained therein without being signatories to the agreement are also included: Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino, Vatican.

INSURED EVENT: any event giving entitlement to cover and provided for in each type of cover in this policy.

**EXCESS:** the share of the loss payable by the Insured Person when the claim is settled. Excess amounts in respect of each type of cover are specified in the Cover Table.

**CIVIL WAR:** an armed struggle within a State between different groups defined by their ethnic, religious, community or ideological identity, or between at least one of these groups and the regular armed forces of that State.

**FOREIGN WAR:** an armed conflict, whether declared or not, between one State and one or more other States or an irregular external armed force, motivated for example by a geographical, political, economic, racial, religious or environmental dispute.

LIMIT PER INSURED EVENT: maximum amount covered for an event giving entitlement to cover, irrespective of the number of Insured Persons in this policy.

COUNTRY OF ORIGIN: country declared when taking out the policy and for which the Insured Person has paid the relevant premium.

COUNTRIES NOT COVERED: An updated list of all Countries Not Covered is available on the Allianz Travel website, at the following address: <a href="http://paysexclus.votreassistance.fr">http://paysexclus.votreassistance.fr</a>

INSURANCE PERIOD: period of validity of this policy.

**DESIGNATED PERSON:** any person not participating in the Trip and listed below:

- the Insured Person's Spouse, or their De Facto Spouse or registered partner,
- the direct ascendants or descendants of the Insured Person, as well as those of their spouse, de facto spouse, or registered partner,
- the brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, legal guardians of the Insured Person, as well as wards of the Insured Person,
- the person designated beforehand to replace the Insured Person during the Trip for business purposes,
- the person who, during the Insured Person's Trip, is responsible, for consideration, for looking after or accompanying the Insured Person's Children or the disabled or dependent person living in the Insured Person's household.

This status of Designated Person will have to be proven during implementation of the cover.

PERIOD OF LIMITATION: period beyond which any claim or action is no longer admissible.

COVER TRIGGER POINT: duration, amount or minimum percentage which triggers the Insurer's intervention or the implementation of the cover.

**SUBROGATION:** process by which the Insurer replaces the Insured Person in his or her rights and legal actions against any party liable for his or her damages in order to obtain repayment of the sums which the Insurer has paid the Insured Person following a claim.

THIRD PARTY: any individual or legal entity except for the Insured Person.

TRIP: stay or trip, private or business, for a maximum duration of three (3) consecutive months during the period of validity of this policy.



# 4 TYPES OF COVER

All types of cover and services shall be provided up to the limits featured in the Cover Table in Article 1 of the General Terms and Conditions.

# **DAMAGE TO BAGGAGE**

## **DEFINITIONS SPECIFIC TO THIS COVER**

**ESSENTIAL GOODS:** clothes and toiletries providing the Insured Person with replacements due to the temporary unavailability of their Insured Property. **INSURED PROPERTY:** baggage and contents, including Personal Effects and Valuables along with Sports or Leisure Equipment, belonging to the Insured Person, carried for the Trip and/or purchased during the Trip, as well as Equipment of a professional nature.

**PERSONAL EFFECTS:** objects, clothing, jewellery, accessories and their contents that the Insured Person was carrying on their person at the time of the Insured Event.

BREAK-IN: forcing, damage or destruction of an anti-theft device.

Sports or Leisure Equipment: special items, equipment or clothing, exclusively designed for practising a sports or leisure activity, subject to the exclusions referred to in Article 5 of this policy.

VALUABLES: any object, other than an item of clothing, with a unit purchase price above two hundred and fifty (250) euros.

STAY: cover period, excluding transportation of the Insured Person and of their Insured Property.

**TRANSPORT COMPANY:** airline, shipping company, or rail company or other provider, responsible for carrying the Insured Property at the time of the Insured Person's Trip.

**WEAR AND TEAR:** depreciation of an item of property's value caused by time, use or its current condition on the day of the insured loss. Unless stated otherwise in the policy, the Wear and Tear applied when calculating the compensation is 1% per month up to a limit of 80% of the initial purchase price. Definitions of the common terms for all types of cover appear in the "Common Definitions for All Types of Cover" chapter at the beginning of this policy.



#### 1. PURPOSE OF THE COVER

The Insurer covers, up to the limits appearing in the Cover Table, damage to the Insured Property during the Trip taken by the Insured Person.

#### 2. INSURED DAMAGE

#### 2.1. Damage during transportation of the Insured Property by a Transport Company

. Damage to or loss of the Insured Property while it is being transported by a Transport Company

When, at the time of the Trip, the Insured Person entrusts his Insured Property to a Transport Company, the Insurer covers any damage to or loss of it occurring while it is being transported in the hold, up to the limit shown on the Cover Table and after deduction of the Excess shown on that same table.



As soon as the Insured Person has knowledge of it, he must report the damage to or loss of his baggage to the Transport Company in order to obtain a written Property Irregularity Report that should be sent to the Insurer accompanied by proof of the original purchase of the Insured Property in question.

Any compensation that may be paid by the Transport Company will be deducted from the amount of damage.

#### Delay during transportation of the Insured Property by a Transport Company

If the delay in delivering the Insured Person's baggage to the location of his Stay is greater than twenty-four (24) hours, the Insurer will refund, on presentation of receipts, within the limits stated in the Cover Table, the expenses which he or she has incurred when buying essential items.



The Insured Person shall then obtain from the Transport Company a certificate stating that delivery of the baggage has been delayed and giving the date and time of actual delivery.

#### 2.2. Damage to Insured Property during the Stay

Upon presentation of original proofs of purchase, and up to the limits shown on the Cover Table:

 Total or partial accidental damage to or Theft of the Insured Property, carried or purchased during the Trip, subject to the conditions set out in the Special Cases \*.

#### \*Special cases

#### Theft of Valuables

The Insurer covers, up to the limits appearing in the Cover Table, Theft of Valuables, **only** if the Insured Person has them on his person, is using them under his own responsibility, or has placed them to an individual safe deposit box with a time stamp or deposited them in a hotel strong box.

## Theft from a vehicle

The Insurer covers the theft of Insured Property, **excluding Valuables**, placed out of sight in the boot of a vehicle, **only** under the following conditions:

- the Insured Person's vehicle is broken into between 7:00 am and 10:00 pm (local time);
- the vehicle is completely locked, with the windows and sunroof fully closed.

The Insured Person is required to provide proof that there was a Break-In on the vehicle, and also that the theft was committed during the covered time period.

# 3. COMPENSATION FOR DAMAGE

#### 3.1. The amounts of the cover

Cover is provided up to the cover limits shown in the Cover Table, after deduction of the Excess, the amount of which is also shown in the Cover Table.

Compensation is paid out for the following events under the conditions specified below:

#### Theft of Valuables

The compensation due in the event of theft of the Valuables may not exceed the limit shown in the Cover Table.

. Delay during transportation of the Insured Property by a Transport Company



If the transportation of the Insured Person's Insured Property to the place of destination is delayed by **more than twenty-four (24) hours**, cover is provided up to the limit stated in the Cover Table.

In the event of a single event leading first to a delay in the transport and then to damage and/or loss of the Insured Property, the compensation paid under the heading of "Delay in the transport of Insured Property" shall be less the sum due under the "Damage or loss during transportation" cover, up to the limits appearing in the Cover Table.



For the same Trip, the total of the limits envisaged for the above events may not exceed the total limit of the "Damage to Baggage" cover shown in the Cover Table.

#### 3.2. DAMAGE ASSESSMENT

- The compensation owed is calculated using the original receipts produced by the Insured Person; or, if he does not have them, using the replacement value of objects of the same type, following the deduction for Wear and Tear, and up to the limits appearing in the Cover Table.
- Jewellery, watches, pearls, gemstones, and objects made of precious metal are indemnified only upon presentation of the original receipt; or, otherwise, upon presentation of an estimate that is certified by an approved expert. No Wear and Tear shall be applied.
- Items associated with images and sound, and their accessories will be indemnified upon presentation of their original receipts; based on their value on the day of the damage, estimated based on their official cost on the second hand market.
- The compensation owed in the event of damage to Insured Property which can be repaired is calculated based on the repair bill.
   In every case, the compensation owed is estimated by mutual agreement and may never exceed the amount of the loss; it also does not include Resultant Consequential Loss such as travel costs or telephone charges.

#### 4. IF THE INSURED PERSON FINDS THE STOLEN OR LOST ITEMS

If the Insured Person finds the stolen or lost items, he must inform the Insurer by registered letter to the address shown in Article 11 in these General Terms and Conditions as soon as he becomes aware.

- If the Insurer has not yet paid compensation, the Insured Person must recover possession of these items and, if the cover applies, the Insurer will then only be responsible for payment for damage or for any missing items;
- if the Insurer has already paid compensation, the Insured Person can choose to either relinquish these items or to recover these items and repay the compensation which the Insurer has paid, subject to deduction for damage or any missing items.
  - However, if the Insured Person does not ask to recover these items within fifteen (15) days from the date of notification that they had been found, the Insurer will consider that the Insured Person has chosen to relinquish them.

# 5. COVER EXCLUSIONS

In addition to the General Exclusions (except for Article 7), and any exclusions featuring in the definitions, the following are also excluded:

- The following circumstances:
- 5.1 theft, damage, or loss, resulting from a decision by an administrative body or a prohibition on the transportation of certain items;
- 5.2 delay, damage or loss occurring while being transported by an airline that is blacklisted by the European Commission, regardless of its point of origin and destination;
- 5.3 thefts committed by Insured Persons or family members of the Insured Person (ascendants, descendants, spouse, cohabitant or registered partner) or committed with their complicity, or by employees of the Insured Person while performing their duties;
- 5.4 theft not involving a Break-in using duplicate keys;
- 5.5 theft of Insured Property that is committed in a public place, when those articles were not under continuous surveillance by the Insured Person:
- 5.6 any damage occurring in an unofficial campsite as well as theft of the Insured Property placed under canvas;
- 5.7 losses, other than those caused by the carrier, oversight, items lost by the Insured Person or his Travel Companion;
- 5.8 destruction and loss of Valuables of any kind whatsoever, including when they are being transported by a Transport Company;
- 5.9 damage resulting from the insured item's inherent flaws, or normal wear and tear;
- 5.10 damage to fragile items, especially pottery, glass, porcelain, or marble objects;
- 5.11 damage from smoking accidents; scratches, grooves, tears, or stains; or leaks of liquids, fats, colourants or corrosive substances in the insured baggage:
- 5.12 Consequential Intangible Losses;
- 5.13 damage following a natural event such as an earthquake, a volcanic eruption, a tidal wave (or tsunami), a flood, an avalanche, or another disaster;
- The following items:
- 5.14 documents, identity documents, credit cards, magnetic cards, travel tickets, cash, shares and securities, and keys;
- 5.15 sales representatives' product sample collections, goods, medical equipment and medicines, perishable goods, wines and spirits, cigarettes, cigars and tobacco;
- 5.16 art or hand-crafted objects, antiques, religious objects, collectors' items;
- 5.17 glasses (lenses and frames), contact lenses, prostheses and aids of all kinds, unless they are destroyed or damaged when the Insured Person suffers a Personal Injury Accident:
- 5.18 animals:
- 5.19 all vehicles or motorised equipment, along with their accessories, recreational vehicles, and travel trailers;
- 5.20 recreational sail or motor craft, including jet-skis;
- 5.21 computer equipment, mobile telephones;
- 5.22 equipment intended by its nature or purpose for professional use by the Insured Person.



#### 6. WHAT THE INSURED PERSON MUST DO IN THE EVENT OF AN INSURED LOSS

#### The Insured Person must:

- In case of theft: you must report the crime as soon as possible to the nearest police authorities to the crime location.
- In case of total or partial destruction: you must obtain a written report of the damage, produced by a competent authority or the responsible person; or failing this, by a witness.
- In the event of loss or partial or complete destruction by a Transport Company: you must imperatively have an official irregularity report done by the qualified staff of that company.

#### In all cases, Insured Persons must:

- · take all steps to limit the consequences of the Insured Loss;
- report the Insured Loss to the Insurer within five (5) business days of the day of their knowledge of the event, except in the case of an act of God or force majeure; this deadline is reduced to forty-eight (48) hours in case of theft.

In the case of failure to comply with this deadline for filing a claim, if the Insurer incurs a loss because of late declaration, compensation may be reduced according to the loss incurred;

contact the Insurer:

To make the process for reporting the claim easier and to process the case more efficiently, we would recommend reporting the event on the following website: https://indemnisation.allianz-travel.fr

A confidential access code means the Insured Person can track progress of the claim 24/7.

The Insured Person can also contact the Insurer by telephone, Monday to Friday between 9:00 am and 6:00 pm (Metropolitan France time zone):

From France on 01 42 99 03 95\*

From outside France on +33 (0)1 42 99 03 95\*

\*standard rate numbers

#### 7. SUPPORTING DOCUMENTS TO BE PROVIDED



It is for the Insured Person to prove that all the conditions required for implementation of this "Damage to Baggage" cover are satisfied by means of the supporting documents referred to below.

These documents and all information provided by the Insured Person shall make it possible to prove damage to baggage and to assess the amount of the compensation due.

In the case of absence of supporting documents or if the supporting documents do not provide material proof of the damage sustained, the Insurer is entitled to refuse the Insured Person's application for compensation.

INSURED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED		
IN ALL CASES	the confirmation of the Trip booking     any other supporting documents requested by the Insurer after assessment of the claim		
	In all cases: - the original of the Property Irregularity Report drawn up by the Transport Company baggage service, - the original baggage check-in ticket for the item(s) of baggage in question,		
Damage during transportation of the Insured Property by a Transport Company	In the event of	When the Insured Property can be repaired: - the original invoice for repairs to the damaged Insured Property accompanied by a copy of the purchase receipt for the Insured Property.	
	damage	When the Insured Property cannot be repaired: - a certificate from a professional stating that the damaged Insured Property is irreparable, accompanied by the original receipt for the Insured Property.	
	In the case of loss	- the original purchase receipts for the Insured Property that is missing.	
	In the case of delay in delivery of baggage	<ul> <li>a certificate stating that delivery of the baggage has been delayed, giving the date and time of delivery,</li> <li>the original receipts for Essential Items.</li> </ul>	



INSURED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED		
	In the case of theft of Insured Property	In all cases: - filing a detailed complaint with the police authorities nearest to the scene of the insured loss - the original purchase receipts for the Insured Property. In the case of theft of Valuables:	
		<ul> <li>photos and/or estimates certified by an approved expert, for jewellery, watches, pearls, precious stones, and objects made of precious metal.</li> </ul>	
		In the event of theft from a vehicle:  - the acknowledgement of receipt from the automobile insurer of the declaration of loss, or a statement describing the vehicle on the day it was returned to the rental company.	
Damage to Insured Property during the Stay	In the event of total or partial destruction of Insured Property	<ul> <li>In all cases: <ul> <li>the certificate drawn up by a competent authority closest to the scene of the insured loss,</li> <li>if need be, the written testimony of a companion or a Third Party and/or a medical certificate, if the damage occurred as part of Accidental Bodily Injury to the Insured Person</li> </ul> </li> <li>When the Insured Property can be repaired: <ul> <li>the original invoice for repairing the damaged Insured Property, along with a copy of the receipt for this Insured Property.</li> </ul> </li> <li>When the Insured Property cannot be repaired: <ul> <li>a certificate from a qualified professional stating that the damaged Insured Property cannot be repaired, along with the original purchase receipt for the Insured Property.</li> </ul> </li> </ul>	

#### **ASSISTANCE TO THE INSURED PERSON**

# **DEFINITIONS SPECIFIC TO THIS COVER**

PETS: dogs and cats, to the exclusion of any other animal, provided that they have received the compulsory vaccinations. Category 1 and 2 dogs are excluded (Article L211-12 of the French Rural and Maritime Fishing Code).

CHANCE EVENT: any unforeseeable event, external to, and outside of the control of, the Insured Person.

COST OF EMERGENCY DENTAL CARE: costs of emergency dental care, as defined by the Allianz Travel Medical Department.

**SEARCH COSTS:** costs of operations undertaken by civil or military search and rescue organisations or specialist public or private organisations, who set out specifically to search for the Insured Person in a place that has no local organised rescue services.

RESCUE COSTS: cost of transportation following search operations (after the Insured Person is found) from the place where the Accident occurred to the closest hospital.

ACCOMMODATION COSTS: additional hotel costs, excluding costs of food and drink.

**FUNERAL COSTS:** costs of preliminary preparation of the body, handling, placing in coffin, specific arrangements for transportation, procedures relating to preparation of the body made compulsory by legislation, preparation and simplest coffin required for transportation and complying with local legislation, **excluding burial (or cremation), embalming and ceremony costs.** 

**MEDICAL COSTS:** medically prescribed pharmaceutical, surgical, practitioner's and hospitalisation costs required for the diagnosis and treatment of an Illness.

**HOSPITALISATION:** emergency procedure lasting more than twenty-four (24) consecutive hours in a public or private hospital, which is unscheduled and cannot be postponed.

**ILLNESS:** any change in the state of health of the Insured Person confirmed by a Doctor.

**DOCTOR:** any person who holds a medical qualification that is legally recognised in the country in which they usually carry out their professional activity. **MEDICAL EMERGENCY:** unexpected medical event.

Definitions of the common terms for all types of cover appear in the "Common Definitions for All Types of Cover" chapter at the beginning of this policy.

## ADVICE TO TRAVELLERS



# **IMPORTANT**

#### Minor children

Certain types of stay or destination are inappropriate for very young children. In view of the risks of them being affected by the duration and conditions of the trip, the health situation, or even the climate, it is advisable to consult your family doctor or paediatrician when planning the Trip.

Minor children travelling alone or unaccompanied by one of their legal representatives must carry, in addition to their valid identity papers, an authorisation to leave the territory issued by one of their representatives.



In all cases, in the event that a minor child is to be repatriated, Allianz Travel cannot be held liable for any delay that may be required to legalise their administrative situation.

#### Pregnant women

Because of risks that may endanger the health of women in an advanced state of pregnancy, airlines have restrictions that vary depending on the company, and that are subject to change without notice: medical examination no more than 48 hours before departure, presentation of a medical certificate, request for the company's medical approval, etc.

If necessary, and if provided for in their policy, assistance companies arrange and pay for air travel on the express condition that the doctors and/or airlines do not preclude this.

#### 1. PURPOSE OF THE COVER

#### **ASSISTANCE BEFORE THE TRIP**

#### 1.1. "Medical info/advice" assistance

When, prior to his Departure, the Insured Person requires information concerning his Trip, Allianz Travel will provide the following information:

- General information about the Trip: information about the destination and entry formalities of the country(ies) visited,
- medical advice: information from the Allianz Travel medical team on special precautions to be taken before travelling to the country(ies) visited (vaccinations, travel conditions, etc.).

#### **ASSISTANCE DURING THE TRIP**

When the Insured Person calls on Allianz Travel, Allianz Travel is solely responsible for decisions about the nature and suitability of measures that can be taken, as well as any arrangements relating to them.

# > Assistance in the event of Illness, Accidental Bodily Injury or death of the Insured Person

#### 1.2. Repatriation Assistance

Allianz Travel will intervene as follows:

 Arranging and paying for repatriation of the Insured Person in the event of Illness, Accidental Bodily Injury or Hospitalisation of the Insured Person:

Allianz Travel arranges and pays for the repatriation of the Insured Person to their Home or transportation to the hospital that is closest to the home of the Insured Person and/or is the most suitable to provide the care required by their state of health. In such a case, if the Insured Person so wishes, Allianz Travel can then organise the return trip to their Home, as soon as their state of health so allows.

 Arranging and paying for the return of a Travel Companion in the event of Illness, Accidental Bodily Injury, Hospitalisation or death of the Insured Person

When repatriating the Insured Person occurs more than twenty-four (24) hours before their original return date, Allianz Travel will, once its medical department agrees to this, arrange and pay for the return trip Home for one of the Insured Persons travelling with them, provided that the originally planned method for their return Trip cannot be used or changed.

#### • Reimbursement of telephone expenses

Allianz Travel will reimburse the Insured Person for **out-of-bundle** telephone expenses incurred by the Insured Person as a result of calls to Allianz Travel's Assistance service, up to the maximum limit shown in the Cover Table.



Decisions will be made purely in consideration of the medical interests of the Insured Person and exclusively by the Allianz Travel Doctors in agreement with local attending Doctors.

The Allianz Travel Doctors will consult with local medical institutions and, if necessary, with the Insured Person's own regular Doctor, in order to gather the information that will enable the most appropriate decisions to be taken in respect of their health.

The repatriation of the Insured Person will be decided on and managed by medical staff who hold qualifications that are legally recognised in the country in which they usually practice their professional activity.

Only the medical interests of the Insured Person and compliance with health laws in effect are taken into consideration when making decisions regarding transportation, methods of transportation and the place of any possible Hospitalisation.

If the Insured Person refuses to comply with the decisions made by the Allianz Travel Medical Department, he absolves Allianz Travel of any liability in relation to the consequences of this, particularly in cases involving returning by himself or also in the event that his state of health worsens, and lose all rights to benefits and compensation from Allianz.

Moreover, Allianz Travel cannot in any event perform the function of local emergency organisations.

# 1.3. Children's Assistance

In the event of Illness, Accidental Bodily Injury, Hospitalisation or death of the Insured Person, when at least one Child was accompanying him and no other member of his family of legal age is present with them, Allianz Travel will intervene as follows:



#### Arranging and paying for returning the Insured Person's Children to their Home

Allianz Travel will arrange and pay, after agreement with its medical department, the transport costs for returning to their Home the Children travelling with the Insured Person.

AND/OR

#### Arranging and paying the return travel costs of a travel companion for returning the Children

Allianz Travel will pay for the return journey of a relative residing in France to collect them at the place of the Trip and bring them back Home.

The family member shall be responsible for accommodation costs, and expenses for meals and drinks.

#### 1.4. Assistance for the Designated Person

In the event of Illness, Accidental Bodily Injury or Hospitalisation of a Designated Person during the Insured Person's Trip, Allianz Travel provides the Designated Person with its "Medical info/advice" Assistance service.

In the event of the death of the Designated Person during the Insured Person's Trip, Allianz Travel provides the Insured Person with its "Info/advice" Assistance service.

#### 1.5. Assistance for Pets - Return Home

If the Insured Person is hospitalised locally as an emergency or if his state of health requires repatriation, while his Pets are accompanying him, and no other person close to the Insured is able to look after them, Allianz Travel will arrange and pay for the return journey of a relative to collect them and bring them back to the Insured Person's Home.

The costs of accommodation, food and drink for the person chosen to bring back the animal remain the responsibility of the Insured Person, as do the costs of the cage and the costs of transporting the animal.

When the services provided for in Articles 1.5 "Assistance for Pets – Return Home" and 1.6. "Presence of a friend or relative with the Insured Person" are implemented cumulatively, Allianz Travel covers only one return journey for both services.

#### 1.6. Presence of a friend or relative with the Insured Person

If the Insured Person is hospitalised locally for **more than 7 days**, and is not accompanied by another adult family member during his Trip, Allianz Travel:

- pays the cost of return transport for a member of his family who has remained in his country of origin, to enable them to attend him in hospital, providing that they obtain a visa for such purposes;
- on presentation of receipts and up to limits shown in the Cover Table, reimburses the accommodation Costs incurred by such a person until the date on which the Insured Person is repatriated.

This service cannot be cumulated with "Organisation and payment for the return of an insured travel companion and minor Children" cover.

When the services provided for in Articles 1.5 "Assistance for Pets – Return Home" and 1.6. "Presence of a friend or relative with the Insured Person" are implemented cumulatively, Allianz Travel covers only one return journey for both services.

# 1.7. Emergency medical and hospitalisation costs in the Schengen Area, in Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino or Vatican City

Up to the amount limits stated in the Cover Table and less the excess stated in the same table. Allianz Travel will refund the Insured Person:

#### · the medical expenses payable by him

If the Insured Person incurs, in the Schengen Area, in Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino or Vatican City, prescribed medical or hospitalisation costs, Allianz Travel will reimburse the costs for which he remains responsible following payment by his basic health insurance plan, health insurance, or any insurance or benefits organisation.

#### • Emergency Dental Care Costs

Allianz Travel will also reimburse the Insured Person for Emergency Dental Care Costs which remain payable by him following payment by his basic health insurance plan, health insurance company, or any insurance or benefits organisation up to the limit specified in the Cover Table.

Reimbursements cease on the day on which the Allianz Travel medical service considers that it is possible for the Insured Person to be repatriated.

In all cases, the Insured Person undertakes to submit the reimbursement claim to the basic health insurance body, his insurance company or any other insurance or contingency fund on which he can claim.

#### 1.8. Additional costs locally

In the event of Illness, Accidental Bodily Injury or Hospitalisation of the Insured Person, Allianz Travel will intervene as follows, up to the amounts shown in the Cover Table:

## • Immobilisation locally

When the Insured Person is immobilised or hospitalised locally and when his condition does not require repatriation or when this is not immediate, Allianz Travel arranges and pays for the accommodation Costs of the Insured Person and of insured members of his family or of a Travel Companion, provided that they remain with the Insured Person.

This cover only applies provided that no local accommodation has initially been provided for and may not be combined with the cover 1.6 "Presence of a friend or relative with the Insured Person".

# Extension of the Trip pending repatriation.

When repatriation of the Insured Person occurs after the end date of the Trip originally scheduled, Allianz Travel arranges and pays for the accommodation Costs of the Insured Person and insured members of his family or a Travel Companion.

#### Continuation of curtailed Trip

When the Insured Person is immobilised or hospitalised locally without his health requiring repatriation and if his Trip is not over, Allianz Travel arranges and pays for, or reimburses the Insured Person, the travel costs incurred by him and the insured members of his family or a Travel Companion in order to resume the curtailed Trip, up to the limit of the sums that Allianz Travel would have incurred for their return trip to their Home.



# 1.9. Search and/or rescue costs

On receipt of the original bill settled by the Insured Person, Allianz Travel will reimburse the Search and/or Rescue costs incurred in the event the Insured Person disappeared, up to the limit shown in the Cover Table.

#### 1.10. Assistance in the event of the death of the Insured Person

In the event of the death of the Insured Person, Allianz Travel will arrange and pay for:

- transportation of the body from where it is placed in the coffin to the funeral director's premises in the place of burial (or cremation) in the deceased's country of origin,
- funeral expenses, up to the limit stated in the Cover Table.

Allianz Travel also provides an "Info/advice" assistance service for accompanying persons wishing to travel to the funeral site.

# 1.11. Legal assistance in the Schengen Area, in Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino or Vatican City

#### · Reimbursement of telephone expenses

If the Insured Person is involved in legal proceedings in the Schengen Area, in Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino or Vatican City, Allianz Travel will reimburse him for **out-of-bundle** telephone expenses incurred by him in contacting the Allianz Travel Assistance service, up to the maximum limit shown in the Cover Table.

#### 1.12. Early Return assistance

Before interrupting his Trip, the Insured Person must contact Allianz Travel for prior approval.

After agreement, Allianz Travel will arrange and pay for:

- either returning the Insured Person to his Country of Origin, his children, a family member travelling with him who is insured under this policy, a Travel Companion;
- or for a return Trip for one of the insured persons under this policy;

to the extent that the means originally provided for return cannot be used, and in the following cases:

#### 1.12.1 Return of the Insured Person in the event of:

- Death of the Designated Person living in the Country of Origin of the Insured Person and under the age of 70;
- Death of the Travel Companion.

#### 1.12.2 Return of Children in the event of:

- Disappearance of the Insured Person;
- Death of the Designated Person living in the Country of Origin of the Insured Person and under the age of 70;
- · Death of the Travel Companion.

#### 1.12.3 Return of the Travel Companion in the event of:

- · Disappearance of the Insured Person;
- To attend the funeral of the Designated Person living in the Country of Origin of the Insured Person and under 70 years of age;
- Death of another Travel Companion.

# 1.13. Making medication available locally

When the medical condition of the Insured Person staying in the Schengen Area, in Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino or Vatican City requires the taking of medication:

prescribed before their Departure;

#### and

which is essential for their current treatment;

#### and

is unavailable where they are taking their Trip,

Allianz Travel can assist as follows:

- either Allianz Travel seeks and makes available to the Insured Person equivalent medication, subject to the agreement of his prescribing doctor when necessary,
- or Allianz Travel sets in place a system allowing him to follow the treatment he needs.

Allianz Travel may not be held liable for delays owing to the transportation companies that were contacted for shipping the medication, or for any possible unavailability of the medication.

The costs of buying medication and/or undergoing treatment are payable by the Insured Person.

In the event that Allianz Travel advances the costs for purchasing medicine, the Insured Person undertakes to repay this advance to Allianz Travel within three (3) months of the date of his return from the Trip. After this period, Allianz Travel will be entitled to claim costs, and in addition, interest at the statutory rate.

## 1.14. Assistance with personal means of payment, identity papers and travel tickets.

In the event of damage, theft or loss of the Insured Person's means of payment, Allianz Travel can provide the Insured Person with the contact details to cancel the means of payment.

#### 1.15. Delayed Return assistance

The benefits under the "Assistance to the Insured Person" cover of this policy apply until the actual return of the Insured Person, up to the limits set out in the Cover Table, in the event of occurrence of an Event set out below, **which makes it manifestly impossible for the Insured Person to return on the dates and times** initially planned for his Trip:

another Chance Event.

# The Chance Event must:

- be beyond the control of the Authorised Organisation or Intermediary for the Trip and/or the carrier, and
- have a direct causal link with the impossibility of making the return at the dates and times initially planned as part of the Trip.



#### 1.16. Personal services

When the Insured Person contacts Allianz Travel within fifteen (15) days following his return Home, for information concerning one of the following events occurring during his Trip:

- Illness or Accidental Bodily Injury of the Insured Person or his Travel Companion resulting on his return in Immobilisation at Home for more than forty-eight (48) hours,
- or death of the Travel Companion,

Allianz Travel reimburses the Insured Person for out-of-bundle telephone expenses.

#### 2. COVER EXCLUSIONS

In addition to the General Exclusions, and any exclusions shown in the definitions, the consequences of the following circumstances and events are never insured:

- For all Assistance cover:
- 2.1. any expense incurred without the prior approval of Allianz Travel's Assistance department or any expense in excess of the amount approved by Allianz Travel;
- 2.2. the consequences of any incident related to air travel booked by the Insured Person, operated by an airline that is blacklisted by the European Commission, regardless of the point of origin and destination;
- 2.3. the consequences of pre-existing, diagnosed and/or treated Illnesses or injuries known on the date the insurance policy is taken out;
- 2.4. the consequences of a non-stabilised ailment being treated and from which the Insured Person is still convalescing;
- 2.5. the potential consequences (check-up, additional treatment, recurrence) of an illness which gave rise to repatriation in the six (6) months prior to the assistance request;
- 2.6. arranging and paying for transportation referred to in Article 1.2 "Repatriation Assistance," for minor ailments or injuries that can be treated at the location and do not prevent the Insured Person from continuing the Trip;
- 2.7. voluntary termination of pregnancy, any infertility treatment, any treatment in the context of assisted reproduction;
- 2.8. participation by the Insured Person in any sport practised in official competition as well as the related preparatory training;
- 2.9. participation by the Insured Person in any sport as a professional or under a paid contract;
- 2.10. the failure of the Insured Person to comply with official prohibitions and safety rules related to the practice of a sports activity;
- 2.11. the consequences of an Accident occurring during the practice by the Insured Person of one of the following sports or leisure activities, whether practised individually or as part of an activity organised by a sports federation: scuba diving, canyoning, snorkelling, hunting, speleology, bungee jumping, white water activities, rock climbing, paragliding, parachuting, hang gliding, gliding, and any sport practised with or from an ultralight motorised aircraft in accordance with the civil aviation code;
- 2.12. any delay or cessation of treatment or therapy, attributable to the Insured Person;
- 2.13. illnesses arising during trips undertaken for diagnosis and/or treatment;
- 2.14. the driving of land motor vehicles for which a driving licence higher than category B is required, and the driving of motor boats on a professional basis;
- 2.15. requests for assistance relating to full-term delivery (from 37 weeks) that are not pathological for the mother and/or the newborn;
- 2.16. organ removal or transplantation.
- Under the "Emergency hospitalisation costs in the Schengen Area, in Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino or Vatican City" and "Emergency medical costs in the Schengen Area, in Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino or Vatican City" cover, the following are also excluded:
- 2.17. scheduled, predictable or postponed consultations, medical examinations or medical procedures, and any expenses not resulting from a Medical Emergency;
- 2.18. the costs of spa treatments, heliotherapy, weight loss, any "comfort" or aesthetic treatment, physiotherapy, hypnosis, acupuncture sessions:
- 2.19. fees for implanting internal, ocular, dental, hearing, functional, or other prostheses as well as the cost of devices;
- 2.20. vaccinations as well as any related consultations and medical examinations;
- 2.21. the costs resulting from care or treatment, the therapeutic nature of which is not recognised by French law;
- 2.22. costs invoiced by local rescue agencies except for costs covered by the "Search and/or Rescue Costs" benefits;
  - 2.23.medical costs incurred in the Schengen Area, in Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino or Vatican City, when the Insured Person, on sick leave, has not obtained prior authorisation from his health insurance company to travel within the Schengen Area, in Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino or Vatican City.
- Under the "Delayed Return Assistance" cover, the consequences of the following circumstances and events are also excluded:
- 2.24. all costs and services which are legally incumbent on the Authorised Organisation or Intermediary for the Trip or on the carrier;
- 2.25. pandemics, epidemics;
- 2.26. the consequences of previously announced strikes;
- 2.27. the Insured Person not being permitted on board by the carrier, as a result of behaviour deemed aggressive and/or dangerous by the staff responsible for the transportation of passengers, or after failing to comply with the time limit for checking in baggage and/or appearing at the boarding area;

#### 3. WHAT THE INSURED PERSON MUST DO IN ORDER TO RECEIVE AN ASSISTANCE BENEFIT

#### 3.1. To request assistance

The Insured Person or a third party should contact Allianz Travel:



by telephone 24 hours a day, 7 days a week: From France:

on 01 42 99 02 02 or From outside France: on +33 (1) 42 99 02 02\* \*standard rate numbers

They will immediately be given a case number and should inform the assistance representative of:

- their policy number;
- their address, the telephone number which can be used to reach them, as well as the contact details of the persons who are assisting them; and allow the Allianz Travel doctors to access all relevant medical information about the person who needs help from Allianz Travel.



#### 3.2. For a reimbursement claim

In order to receive a reimbursement of costs paid by the Insured Person with the agreement of Allianz Travel, the Insured Person must submit to Allianz Travel all the supporting documents that will enable the company to determine the validity of the claim.

either by post to the following address:
AWP France SAS
Service Relations Clientèle - RELAC01
7 rue Dora Maar
CS 60001
93488 Saint-Ouen Cedex

or, by telephone:
Monday to Friday
between 9:00 am and 5:30 pm
(Metropolitan France time zone):
From France:
on 01 42 99 08 83\* or
From outside France:
on +33 (0)1 42 99 08 83\*
\*standard rate numbers

Services that were not requested in advance and were not arranged by Allianz Travel departments are not reimbursable and will not be compensated.

#### 4. LIMITS OF ASSISTANCE

Allianz Travel acts in compliance with national and international laws and regulations.

Its services are subject to the necessary approval being obtained from the relevant administrative authorities.

Moreover, Allianz Travel cannot be held liable for delays or hindrances to the performance of the agreed services as a result of force majeure, or events such as strikes, riots, popular movements, restrictions on free circulation of goods and persons, well-known political instability, reprisals, embargoes, economic sanctions (list of restrictive measures for each country available on the website of the French Ministry for the Economy and Finance: <a href="https://www.tresor.economie.gouv.fr/Ressources/sanctions-financieres-internationales">https://www.tresor.economie.gouv.fr/Ressources/sanctions-financieres-internationales</a>) the consequential effects of a radioactive source, Natural Disasters or any other act of God.

Information for each country is also available in the "Advice for travellers" section on the website of the French Ministry for Foreign Affairs and International Development: http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/conseils-par-pays/.



# **IMPORTANT**

Allianz Travel will arrange and pay for covered transportation for the Insured Person up to the limit of the cost of first class train fare and/or economy class flights, or suitable medical transportation.

In every case, Allianz Travel takes ownership of any travel tickets that were not used by the Insured Person. The latter undertakes to return them to Allianz Travel or to repay to them the amount refunded to them by the organisation that issued these tickets.

## 5. SUPPORTING DOCUMENTS TO BE PROVIDED

Based on the assistance services provided, Allianz Travel will inform the Insured Person of the supporting documents that must be provided to support his claim:

INSURED SERVICES	SUPPORTING DOCUMENTS TO BE PROVIDED
Assistance to the Insured Person	<ul> <li>the original used or unused tickets, including boarding passes for flights,</li> <li>if applicable, a death certificate,</li> <li>if applicable, proof of Designated Person status (proof of relationship with the Insured Person or proof of designation of this person, prior to the Trip, as a childcare provider or as a professional replacement)</li> <li>after assessment of the file, any other supporting document requested by Allianz Travel.</li> </ul>
Reimbursement of medical expenses	<ul> <li>a copy of the booking form for the Trip;</li> <li>copies of medical bill/bills paid by the Insured Person,</li> <li>a copy of the Social Security reimbursement statement,</li> <li>the original of the reimbursement slip from the mutual health insurance company and/or any insurance and provident institution</li> </ul>
Reimbursement for Search/Rescue Costs	- a copy of the booking form for the Trip; - the original paid invoice for the Search/Rescue costs,
Delayed Return assistance	<ul> <li>a copy of the booking form for the Trip</li> <li>proof of the Insured Event rendering it manifestly impossible to return on the dates and times originally scheduled for the Trip,</li> <li>your original tickets</li> </ul>



Reimbursement Accommodation Costs

Reimbursement of out-ofbundle telephone expenses - a copy of the booking form for the Trip

- the original paid invoice for Accommodation Costs

- the bill from the telephone operator



#### **5 GENERAL EXCLUSIONS**

In addition to the specific exclusions shown for each type of cover and any exclusions shown in the definitions, the Insurer shall not cover the consequences of the following circumstances and events:

- damage of any kind decided, caused or instigated by the Insured Person or with his complicity, or following gross negligence or wilful misconduct by the Insured Person (Article L113-1(2) French Insurance Code), except in cases of self-defence or assistance to a person in danger;
- criminal convictions against the Insured Person, as well as confiscation of financial assets, detention, imprisonment, with the exception of
  costs covered by the Legal Assistance in the Schengen Area, in Andorra, Bulgaria, Croatia, Cyprus, Romania, San Marino or Vatican City benefit;
- 3. suicide or attempted suicide by the Insured Person;
- 4. damage following the consumption of alcohol by the Insured Person and/or ingestion by the Insured Person of non-medically prescribed medication, drugs or narcotics listed in the French Public Health Code;
- 5. damage resulting from Civil War or Foreign War, riots, looting, popular movements, coups d'état, hostage taking, kidnapping;
- civil or military application of nuclear reaction, i.e. transformation of the nucleus of atoms, transporting and processing radioactive waste, use of a radioactive source or body, exposure to ionising radiation, contamination of the environment by radioactive agents, or an accident or malfunction taking place on a site that transforms the nucleus of atoms;
- 7. default of any kind, including financial default, on the part of the Authorised Organisation or Intermediary for the Trip or the carrier, rendering it impossible for the latter to fulfil its contractual obligations, as well as any event for which either the tour operator or the carrier may be held liable, unless otherwise stipulated in the cover;
- 8. restriction of free movement of individuals and goods, airport closures and border closures;
- personal injury, material and immaterial damage caused by pollution of the air, water or soil and/or pollution caused by human activity and all other damage to the environment;
- damage resulting from economic sanctions or embargoes applicable to countries subject to prior review and preventing the performance of this insurance policy;

#### Also excluded are:

- 11. The consequences of:
  - · infectious risk situations during an epidemic;
  - exposure to infectious biological agents, chemical agents such as poison gas, incapacitating agents, radioactive agents, neurotoxic agents or agents with residual neurotoxic effects;

situations involving quarantine or specific preventive or monitoring measures or recommendations by the international or local health authorities:

- 12. trips undertaken against the advice of the Insured Person's doctor;
- 13. failure to present the identity documents required to access the booked travel and/or administrative documents required for customs formalities, or non-compliant identity documents;
- 14. travel in isolated regions (accessible only to emergency vehicles), expeditions, mountaineering without a qualified mountain guide or above 3,000m, any competition on an amateur or professional basis (including preparatory training) for any motor sport, duels and fights (except in self-defence);
- 15. any expense or circumstance, not supported by relevant documentation:
- 16. any pre-existing damage for which the proximate cause is prior to this policy coming into effect.



# 6 APPLICABLE LEGISLATION AND LOCATION OF THE POLICY

This policy is governed by the Insurance Code, with the exception of the assistance cover, the General Terms and Conditions, and the Specific Terms and Conditions.

The General Terms and Conditions are written in French.

Since this involves transactions carried out on a website hosted in France, the virtual space made up of the web pages of the sites <a href="www.visa-travel-insurance.com">www.vis.travel</a> is deemed to be located in the French area and policies taken out on it are therefore located in France, without prejudice to the protection given to the consumer by the law of the country in which the consumer normally lives.



# **7 CANCELLATION OPTION**

The Insured Person may exercise a cancellation option after taking out an insurance policy.

#### Multi-insurance

Under the provisions of Article L112-10 of the French Insurance Code, an Insured Person who takes out an insurance policy for non-professional purposes constituting a supplement to goods or services sold by an intermediary may cancel said policy, at no cost or penalty, if he provides proof of prior cover for one of the risks covered by this policy, provided that it has not been fully implemented and the Insured Person has not made a claim. This cancellation must occur within fourteen (14) calendar days from this policy being entered into.

#### Remote sales

Under Article L112-2-1 of the French Insurance Code, a cancellation right applies to insurance policies taken out remotely, in particular those sold online, without the simultaneous physical presence of the parties to the policy, door-to-door or outside the seller's usual place of business.

This cancellation right does not apply to travel or baggage insurance policies or to similar short-term insurance policies with a duration of less than one (1) month. The duration of the insurance policy corresponds to the period between the date on which it was taken out and the date of cessation of all types of cover/annual renewal date.

#### 2 PROCEDURES FOR EXERCISING THE CANCELLATION RIGHT

When the insurance policy is eligible for the cancellation option under the conditions defined above, the Insured Person may exercise this option by returning a cancellation request to INSURTE, duly dated and signed, no later than fourteen (14) calendar days from the conclusion of this policy, by e-mail to the following e-mail address:

contact@vti.travel

The Insured Person may, if they wish, use the template cancellation letter below:

"I, the undersigned, surname, first name, date and place of birth, would like to cancel the cover under insurance policy no. ... which I took out with AWP P&C on ... (date).

Issued in ... (Place). On... (Date) and Signature: ...".

When cancelling on the grounds of multi-insurance, the Insured Person must enclose with their request, proof of the existence of a current insurance policy covering risks similar to this policy.

If the Insured Person exercises this option, the policy will be terminated on its effective date. The Insured Person will be refunded the corresponding premium within thirty (30) days of the date that their cancellation request is received.

The right to cancel may not be exercised if the Insured Person has implemented the cover in this insurance policy in the context of a Claim filed within fourteen (14) calendar days, and by consequence no premium will be refunded in this case.

# 8 TERMINATION IN THE EVENT OF A REFUSAL OF A TOURIST VISA

The Insured Person is entitled to cancel the contract if these three conditions are cumulatively fulfilled:

- The Trip has not started,
- No claims have been reported,
- The visa application is rejected by the authorities (copy of the notification of visa refusal by the competent authorities must be provided).

In this case, the Insured Person has a period of 14 calendar days from the date of notification of visa refusal by the competent authorities to send his request for cancellation by e-mail to the following address: <a href="mailto:contact@vti.travel">contact@vti.travel</a>.

Any request for termination on this ground must be accompanied by official proof of refusal from the competent authorities.

The Insured Person shall be refunded the corresponding premium within thirty (30) days of the date of receipt of his cancellation request.



# PENALTIES APPLICABLE IN THE EVENT OF MISREPRESENTATION WHEN TAKING OUT THE POLICY

- Any non-disclosure or intentional misrepresentation by the Insured Person in the statement of risk is punished by the policy being rendered null and void under the conditions set out in Articles L113-8 and L113-9 of the French Insurance Code.
- Any omission or inaccurate statement by the Insured Person when his bad faith has not been proven is punished in pursuance of Article L113-9 of the French Insurance Code:
- if it is established before any Insured Loss:

the Insurer has the right:

- > either to continue the policy by increasing the premium,
- > or to terminate the policy within ten days by registered letter, by reimbursing the overpaid share of the premium.
- if it is established after the Insured Loss: the Insurer may reduce the compensation in proportion to the amount of premium paid compared with the amount of premium that would have been due if the risk had been declared completely and precisely.





# 10 PENALTIES APPLICABLE IN THE EVENT OF INTENTIONAL MISREPRESENTATION ON THE DAY OF THE CLAIM

Any fraud, non-disclosure or intentional misrepresentation by the Insured Person about the circumstances or consequences of a claim will result in the loss of all entitlement to benefits or compensation for this claim.



# 11 DAMAGE ASSESSMENT

The causes and consequences of the insured loss are assessed by mutual agreement or, failing this, by a joint third-party expert evaluation, subject to the respective rights of the Insurer and the Insured Person. The fees for this expert valuation are shared between the parties.

If the parties are unable to agree on the selection of the third-party expert, the appointment will be made by the Presiding Judge of the Tribunal de Grande Instance [regional court] of the Insured Person's place of residence.

This appointment will be made in a written request signed by the Insurer or by only one of the parties, with the other having been summoned by registered letter



# 12 COMPENSATION & REIMBURSEMENT

#### ADDRESSES FOR SENDING SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM

For each of the following types of cover, the supporting documents should be sent to the addresses below:

"Damage to Baggage" cover:	"Assistance to the Insured Person" cover
Supporting documents can be uploaded directly to the following website <a href="https://indemnisation.allianz-travel.fr">https://indemnisation.allianz-travel.fr</a> or sent by post to the following address:	AWP France SAS Service Relations Clientèle - RELAC01 7 rue Dora Maar CS 60001 93488 Saint-Ouen Cedex
AWP France SAS Service Indemnisation Assurances DOP01 7 rue Dora Maar CS 60001 93488 Saint-Quen Cedex	

# **CLAIM SETTLEMENT**

## a. Calculating the compensation

When the invoices provided are not denominated in Euro, the amount of the compensation takes into account the exchange rate applicable on the day that the compensation is calculated.

# b. Time period

Once the Insured Person's case is concluded, their compensation will be paid within the ten (10) days following the agreement between the Insurer and the Insured Person, or the enforceable judicial decision.





# 13 CUMULATIVE INSURANCE

If the Insured Person is covered for the same risks with other insurance companies, he must inform the Insurer and provide them with his contact details and the scope of his cover, in accordance with Article L 121-4 of the French Insurance Code.

The Insured Person may obtain compensation for his losses by contacting the Insurer of his choice.

These provisions do not apply to assistance services.



# 14 SUBROGATION IN THE RIGHTS AND ACTIONS OF THE INSURED PERSON

In consideration for payment of compensation and up to its limit amount, the Insurer becomes a beneficiary of the rights and actions that the Insured Person had against anyone liable for the insured loss, pursuant to Article L 121-12 of the French Insurance Code.

If, because of the actions of the Insured Person, the Insurer can no longer perform this action, it can be discharged of all or part of its obligations to the Insured Person.

These provisions do not apply to assistance services.



# 15 PERIOD OF LIMITATION

The provisions relating to the period of limitation concerning legal actions arising from this insurance policy are set out in Articles L114-1 to L114-3 of the French Insurance Code, reproduced below:

#### • Article L114-1 of the French Insurance Code

"Any legal action arising from the insurance policy **is covered by a period of limitation of two years** from the event which gives rise to it. However, this period runs:

1 In the event of non-disclosure, omission or misrepresentation regarding the risk, only from the day on which the insurer became aware of this;

2 In the event of a claim, only from the day on which the parties concerned became aware of this, if they prove that they were unaware up until then. When the legal action by the Insured Person against the Insurer is due to redress by a Third Party, the period of limitation runs only from the day on which that Third Party filed legal proceedings against the Insured Person or was compensated by the Insured Person.

The period of limitation is increased to ten years in life insurance policies when the beneficiary is a person other than the policyholder and, in personal accident insurance policies, when the beneficiaries are the legal successors of the deceased insured person.

For life insurance policies, notwithstanding the provisions in section 2, legal action by the beneficiary is covered by a period of limitation of thirty years at the most from the death of the Insured Person."

# • Article L114-2 of the French Insurance Code

"The period of limitation is interrupted by one of the ordinary grounds for interrupting the period of limitation and by the appointment of an expert following a claim. Interruption of the period of limitation of the legal action may, furthermore, result from the sending of a registered letter or electronic registered e-mail, with acknowledgement of receipt by the insurer to the Insured Person relating to legal action for payment of the premium and by the Insured Person to the insurer in respect of payment of compensation."

#### • Article L114-3 of the French Insurance Code

"By way of derogation from Article 2254 of the French Civil Code, the parties to the insurance policy may not, even by mutual agreement, either amend the duration of the period of limitation or add to the causes for suspension or interruption thereof."

#### Additional information:

The ordinary grounds of interruption of the Period of Limitation are set out in Articles 2240 et seq. of the French Civil Code, among which are in particular: recognition by the debtor of the right of the person against whom he was prescribing, legal proceedings, even by way of summary proceedings, and the writ of enforcement.

For a full list of ordinary causes of interruption of the period of limitation, please refer to the aforementioned articles of the French Civil Code.



## 16 COMPLAINTS HANDLING PROCEDURES

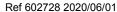
When an Insured Person is dissatisfied with the way his claim has been handled, his first course of action should be to inform his usual contact so that the reason for this dissatisfaction can be understood and solutions sought.

In the event of a disagreement on the solutions put forward, the Insured Person may send a complaint to the following address:

# reclamation@votreassistance.fr

(or send a letter to the following address: AWP France SAS, Service Réclamations, TSA 70002, 93488 Saint-Ouen Cedex)

The Insured Person will receive an acknowledgement of receipt within ten (10) business days (excluding Sundays and public holidays) from the date on which the complaint is received, unless a response to the complaint is sent within this period.





A response will be provided no later than two (2) months following the date that the complaint is received, unless special circumstances arise; in this event, the Insurer will keep the Insured Person informed.

If the disagreement persists after the response of the Insurer, after a final assessment of the request has been made and all means of internal appeal have been exhausted, the Insured Person may then refer the matter to the independent mediator, at the following address:

La Médiation de l'Assurance http://www.mediation-assurance.org

LMA TSA 50110 75441 Paris Cedex 09

Insurance companies belonging to the FFA have established a system enabling Insured Persons and Third Parties to benefit from a mediation procedure for settling their disputes. This system is governed by the 10 rules set out in the Insurance Mediation Charter.



# 17 LEGAL JURISDICTION

Any disputes raised against AWP P&C concerning this policy shall be exclusively submitted to the competent French courts and all notices should be sent by registered post requiring acknowledgement of receipt, to the address shown below in Article 19.



### 18 PERSONAL DATA PROTECTION

Processing of personal data is governed by the French "Data Protection" Law of 6 January 1978 and Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

AWP P&C and AWP France SAS are the data controllers in respect of the data collected with a view to taking out, managing and performing policies.

These data will be stored for the period required for executing the policy and in accordance with the provisions relating to the period of limitation. They are reserved for the administrators of the assistance services and/or insurance cover and may be communicated to data processors located inside or outside the European Union.

Under the legislation and regulations applicable in data protection matters, the Insured Person may exercise his right to access data concerning him or have them corrected by contacting the Insurer at the following e-mail address:

#### informations-personnelles@votreassistance.fr

The Insured Person is advised of the existence of a list of objection to telephone canvassing, "Bloctel", on which they may be included: <a href="https://conso.bloctel.fr/">https://conso.bloctel.fr/</a>.

For more information, please see the attached Privacy Statement explaining, among other things, how and why personal data are collected.

As part of its risk management policy and anti-fraud activities, AWP France SAS reserves the right to monitor all information and, if necessary, to inform the competent authorities in accordance with the legislation in force.



#### 19 REGULATORY AUTHORITY

The body responsible for the regulation of AWP P&C is the Autorité de Contrôle Prudentiel et de Résolution [French insurance industry regulatory authority], 4 Place de Budapest, CS 92,459, 75436 Paris Cedex 09 - https://acpr.banque-france.fr/



# **20 LEGAL INFORMATION**

The cover is provided by:

#### **AWP P&C**

Société anonyme [Corporation] with a share capital of €17,287,285 Bobigny Trade and Companies Register under no. 519 490 080 Registered office: 7 rue Dora Maar - 93400 Saint-Ouen Private company governed by the French Insurance Code

It is implemented by:

# AWP FRANCE SAS

Société par actions simplifiée [Simplified joint stock company] with a share capital of €7,584,076.86

Bobigny Trade and Companies Register under no. 490 381 753

Registered office: 7 rue Dora Maar - 93400 Saint-Ouen

Insurance broking firm - ORIAS [French organisation for the registration of insurance intermediaries] No. 07 026 669 (https://www.orias.fr/)

# **Privacy statement**

#### We take the security of your personal data very seriously

**AWP P&C**, an entity of Allianz Partners SAS, is an insurance company approved by the **Autorité de contrôle prudentiel et de résolution (ACPR, French insurance industry regulatory authority)**, offering insurance products and services. Protecting your privacy is our number one priority. This Privacy Statement explains how we collect personal data, what type of data we collect and why, with whom we share them and to whom we disclose them. Please read this statement carefully.

#### 1. Who is the data controller?

The data controller is the person, natural or legal, who controls and is responsible for the storage and use of personal data, in paper or electronic format. **AWP P&C** ("We", "Our") is the data controller, as defined by the applicable data protection laws and regulations.

#### 2. Which personal data are collected?

We will collect and process various types of personal data about you, as follows:

- identification data for persons who are party to, affected by or involved in the policy and
- any other data required for drawing up and/or executing the policy.

In this regard, we may be required to collect and process 'sensitive personal data' about you.

By taking out this policy, you undertake to disclose the information referred to in this privacy statement to any third party for whose personal data may be transmitted to us (e.g. other Insured Persons, beneficiaries, third parties involved in the insured loss, persons to be notified in an emergency, etc.) and you agree not to disclose this information otherwise.

# 3. How are your personal data collected and processed?

We will collect and process the personal data you provide us with and those we receive from third parties (as explained below) for a number of purposes and subject to your express consent, unless this is not required by applicable laws and regulations, as indicated below:

Purpose		Is your express consent necessary?
•	Getting a quotation for the insurance policy and taking it out	<ul> <li>No, insofar as these processing activities are required fo executing the insurance policy to which you are party and fo taking the necessary measures prior to entering into this policy.</li> </ul>
•	Administration of the insurance policy (e.g.: handling of complaints, investigations and estimates required for determining the existence of the Insured Event and the amount of compensation to be paid or the type of assistance to be provided etc.)	process your personal data for handling your complaint, we wil
•	In order to conduct quality checks on the services provided, in order to evaluate, and ideally improve, your level of satisfaction	<ul> <li>No. We have a legitimate interest in contacting you afte handling a claim or providing a service so that we can make sure that we have fulfilled our contractual obligations to you satisfaction. However, you are entitled to object to this by contacting us as indicated in section 9 below.</li> </ul>
•	In order to meet all statutory obligations (e.g. obligations deriving from laws relating to insurance policies and insurance activities, regulations on tax, accounting and administrative obligations)	No, insofar as these processing activities are specifically and legally authorised.
•	For verification purposes, in order to comply with statutory obligations or internal procedures	No. We may process your data as part of internal or external audits, which may be required either by law or our own internal procedures. We will not request your consent for these processing activities if they are justified by virtue of the regulations in force or for the purposes of our legitimate interest. However, we will make sure that only personal data that are strictly required will be used and that they are processed in complete confidentiality.  Internal audits are usually carried out by our parent company Allianz Partners SAS (7 Rue Dora Maar, 93400 Saint-Ouen France).
•	In order to produce statistical and qualitative analyses based on compensation-claim data and frequency	If we carry out one of these processing activities, the personal data used will be rendered anonymous. Therefore, any such 'anonymous' data will no longer be considered as 'personal data and your consent will no longer be required.
•	For debt recovery management (e.g. in order to claim payment of the premium, debts from third parties or distribute the compensation amount among the various insurance companies covering the same risk)	categories of personal data - proves necessary fo
•	In relation to preventing and combating fraud and money laundering, and complying with regulations applicable to economic sanctions, including, where applicable and as an example, the comparison of your information with that featuring in previous claims, or the verification of the current claim filing procedures.	money laundering and complying with the regulations applicable to economic sanctions constitute a legitimate

Purpose	Is your express consent necessary?	
In order to transfer risks via reinsurance and co-insurance	We may process and share your personal data with other insurance or reinsurance company, with whom we have signed or will sign co-insurance or reinsurance agreements.  Co-insurance is the coverage of the risk by more than one insurance company using a single policy, with each company then assuming a percentage of the risk or sharing the types of cover between them. Reinsurance is the process of 'subcontracting' the cover for a part of the risk to a third party re-insurer. However, this is an internal agreement between us and the re-insurer, and you have no direct contractual link with the re-insurer.  These risk transfers occur for the purposes of the legitimate interests of insurance companies, which are generally specifically authorised by law (including the sharing of personal data strictly required for this purpose)	

As mentioned above, for the purposes listed above, we will process the personal data about you that we receive from our commercial partner INSURTE.

For the purposes mentioned above for which we have indicated that your express consent is not required or in cases where we need your personal data for the purpose of taking out your insurance and/or managing your claim, we will process your personal data on the basis of our legitimate interests and/or in accordance with our legal obligations.

Your personal data will be required for any purchase of our products and services. If you do not wish to provide us with these data, we will not be able to guarantee you access to the products and services which you have requested or which are likely to interest you, or to suggest services to you which are tailored to your specific requirements.

## 4. Who can access your personal data?

We will ensure that your personal data are processed in compliance with the purposes mentioned above.

For the stated purposes, your personal data may be disclosed to the following parties, operating as third-party data controllers:

public sector bodies, other Allianz group companies, other insurers and re-insurers.

In the context of the stated purposes, your personal data may be disclosed to the following parties, operating as data processors under our responsibility:

• other Allianz group companies (including AWP France SAS), technical consultants, experts, lawyers, claims adjusters, repairers, service providers, doctors and service companies to which we outsource our operations (claims, IT, postal services, document management).

Finally, we may be required to share your personal data in the following instances:

- in planned or actual cases of restructuring, mergers, sales, joint ventures, assignments, transfers or other arrangement relating to all or part of our business, assets or securities (including in connection with insolvency or other similar proceedings); and
- in order to comply with any legal obligations, including obligations arising from the ombudsman's decisions in the event that you submit a complaint about any of our products or services.

## 5. Where will your personal data be processed?

Your personal data may be processed both within and outside the European Union (EU) by the parties specified in section 4, which are always subject to contractual restrictions relating to privacy and security, in accordance with applicable data protection laws and regulations. We do not disclose your personal data to parties which are not authorised to process them.

Any transfer of your personal data for processing outside the EU by another Allianz Group company will be done following the internal company rules approved by the Regulatory Authority to which the Allianz Group belongs, establishing suitable rules for protecting personal data and legally binding on all companies in the Allianz Group. Allianz's internal corporate rules and the list of group companies that comply with them are available here: <a href="https://www.allianz-partners.com/en">https://www.allianz-partners.com/en</a> US/allianz-partners---binding-corporate-rules-.html</a> Where Allianz's internal rules do not apply, we will take steps to ensure that the transfer of your personal data outside the EU is carried out at the appropriate level of protection, just as if it were a transfer within the EU. You can find out about the safeguards we implement for this type of transfer (e.g. standard contractual clauses) by contacting us as described in section 9.

## 6. What are your rights in relation to your personal data?

Where permitted by applicable law or regulation, you are entitled to:

- access your personal data and to know their origin, the objectives and purposes for processing these data, information about the data controller(s), the data processor(s) and the recipients of any data that may be disclosed;
- withdraw your consent at any time, in cases where it is required for processing of your personal data;
- update or correct your personal data so that they are always accurate;
- delete your personal data from our systems if storing them is no longer required for the purposes stated above;
- restrict the processing of your personal data in certain circumstances, for example, if you have contested the accuracy of your personal data, for the period necessary for our departments to verify the accuracy of your personal data;
- obtain your personal data in electronic format, for your personal use or for that of your new insurer; and
- file a complaint with our company and/or the competent data protection authority Commission Nationale de l'Informatique et des Libertés (CNIL, French data protection authority).

You can exercise these rights by contacting us as indicated in section 9.

7. How can you object to the processing of your personal data?

Where permitted by applicable law or regulations, you are entitled to object to your personal data being processed by our services, or to request our company to stop processing these data (including for direct marketing purposes). Once your request has been sent, we will no longer process your personal data unless permitted by applicable laws or regulations.

You can exercise this right in the same way as your other rights defined in section 6.

#### 3. How long will we store your personal data?

We will only store your personal data for as long as necessary for the purposes set out in this privacy statement and then they will be deleted or anonymised when no longer required. Please find below some of the storage periods which apply to the purposes set out in section 3 above.

- For a period of two (2) years from the end date for the insurance policy
- In the event of a claim two (2) years from the settlement of the claim.
- In the event of a claim involving bodily injury ten (10) years from the claim.
- For information on claims two (2) years from when the claim is received.
- For any information about the policy two (2) years from expiry, termination or cancellation.

However, please be aware that additional specific obligations or events may sometimes cancel or modify these periods, such as ongoing regulatory disputes or investigations, which may replace or suspend these periods until the matter is closed and the applicable review or appeal period has expired. In particular, storage periods based on periods of limitation for legal claims can be suspended and subsequently resume.

#### 9. How to contact us (FOR MATTERS RELATING TO PERSONAL DATA ONLY)

If you have any questions about how we use your personal data, you can contact us by email or post:

AWP France SAS
Département Protection des Données Personnelles
7 rue Dora Maar - 93400 Saint-Ouen
E-mail: informations-personnelles@votreassistance.fr

10. How often do we update this privacy statement?

We regularly review this privacy statement.