



# AWP P&C S.A. General Agent for Italy

# · Registered office

7, Dora Maar, 93400 Saint Ouen-sur-Seine - France

## Authorization to operate insurance

Authorized to operate insurance by the Autorité de Contrôle Prudentiel et de résolution (ACPR) on February 1, 2010 Register of Companies and French Companies no. 519490080

# The insurance contract is concluded with the secondary office:

AWP P&C S.A., General agent for Italy

Via Oglio 12, CAP 20139, Milan ITALY

Tax Code, VAT number and registration in the Milan Company Register no. 07235560963 - Rea 1945496

• Telephone number - Website – PEC address

02 / 23.695.1 - www.allianz-partners.it; PEC: awp.pc@legalmail.it

• Authorization to operate insurance

Company authorized to carry out the insurance business in Italy under the establishment regime, registered on November 3, 2010, under no. I.00090, in the appendix of the Insurance Companies Register, List I

#### **CONDITIONS OF INSURANCE**

# "AIR FRANCE Cancellation&Delay"

Ed. June 2025

This documentation complies with the Guidelines of the ANIA Technical Table "Simple and Clear Contracts."





# **COVERAGE SUMMARY**

TRIP CANCELLATION COVERAGE			
Benefits	Limits	Deductible	
Reimbursement of travel penalties, cancellation costs, and rebooking costs in case of trip cancellation or modification	€ 5.000 per person	None	

TRAVEL DELAY COVERAGE			
Benefits	Limits	Deductible	
Your travel plans are delayed while you are on your trip.  The delay must be at least 4 hours	€ 250  Maximum reimbursement per 24-hour period of delay: If you have receipts — € 100	None	

TRAVEL SERVICES DURING YOUR TRIP				
Benefits	Limits	Deductible		
Finding a Doctor or Medical Facility	Information only	None		
Monitoring Your Care	Information only	None		
Lost Travel Documents Assistance	Information only	None		
Emergency Language Translation	Information only	None		
Emergency Cash Assistance	Information only	None		
Legal Referrals	Information only	None		
Emergency Message Delivery	Information only	None		

The Coverage Summary contains a brief description of the coverages under the *policy*. Terms, conditions and exclusions apply to all guarantees. *We* ask that you read the *policy* carefully to learn the full terms and conditions. Terms in italics are contained in the Definitions section where *you* can read the meaning given by the *Company* for the purposes of this *policy*. **Unless otherwise specified, the above benefit limits are per person.** 





## **GENERAL CONDITIONS**

# **WHO WE ARE**

Company name and legal form of the Company (Insurance Company) The Insurance Company is AWP P&C S.A.

Registered office

7, Dora Maar, 93400 Saint-Ouen-sur-Seine - France Register of Companies and French Companies no. 519490080

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# **ABOUT THIS POLICY**

This *policy* is our contract with you. Please read it carefully. And, if *your* travel arrangements change, please be sure to let *us* know so *we* can make any necessary updates to *your policy*.

This *policy* has been issued based on the information *you* provided at the time of purchase. *We* will provide the insurance described in this *policy* in return for payment of the premium and *your* compliance with all provisions of this *policy*. *You* will also notice that some words are italicized. These words are defined in the "Definitions" section. Words that are capitalized refer to the document and coverage names found in this *policy*. Headings are provided for convenience only and do not affect *your* coverage in any way.

# WHAT THIS POLICY INCLUDES AND WHOM IT COVERS

This travel insurance *policy* covers only the sudden and unexpected specific situations, events, and losses included in this *policy*, and only under the conditions described. Please review this *policy* carefully.

Your policy consists of 2 parts:

- 1. Policy title page
- 2. General insurance conditions including Coverage Summary

Not every loss is covered, even if it is due to something sudden, unexpected, or out of *your* control. Only those losses meeting the conditions described in this General Conditions document may be covered. Please refer to the General Exclusions section of this document for exclusions applicable to all coverages under *your policy*.





The provision of services may be subject to limitations and measures imposed by the competent national or international authorities. The *Company* cannot be held responsible for:

- a. delays or impediments in the execution of services due to force majeure or to provisions of the local authorities;
- b. errors due to *your* inaccurate communications.

In the event of death, the reimbursement due will be recognized to the legitimate and / or testamentary heirs.





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# **DEFINITIONS**

Throughout this policy, words and any form of the word appearing in italics are defined in this section.

**Accident:** An unexpected and unintended event that causes *injury*, property damage,

or both.

**Accomodation:** A hotel or any other kind of lodging for which you make a reservation or

where you stay and incur an expense.

**Act of war:** Any act which is associated with and occurring in the course of war or directly

triggering it.

Civil disorder: Any public protest, strike, riot, demonstration, unlawful assembly, or

disturbance within a community, region, state, or nation involving acts of violence, *vandalism*, lawlessness, disobedience, or obstruction of free access or movement in public areas by assemblages of persons. It does not include any such occurrence that rises to the level of or is connected with any *political* 

risk, terrorist event, or war.

Climbing sports: An activity utilizing harnesses, ropes, belays, crampons, or ice axes. It does

not include supervised climbing on artificial surfaces intended for

recreational climbing.

**Cohabitant:** Person who lives with you and who is at least 18 years old.

**Computer system:** Any computer, hardware, software, or communication system or electronic

device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or

backup facility.

**Covered reasons:** The specifically named situations or events for which *you* are covered under

this policy.

Cyber risk: Any loss, damage, liability, claim, cost, or expense of any nature directly or

indirectly caused by, contributed to by, resulting from, or arising out of or in

connection with, any one or more instances of any of the following:

1. Any unauthorized, malicious, or illegal act, or the threat of such act(s), involving access to, or the processing, use, or operation of, any

computer system;

2. Any error or omission involving access to, or the processing, use, or

operation of any computer system;

3. Any partial or total unavailability or failure to access, process, use, or

operate any computer system; or

4. Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to

the value of such data.

**Departure date:** The originally scheduled date that *you* have selected to begin travel as shown

on your trip itinerary and in your Policy title page.

**Doctor:** Someone who is legally authorized to practice medicine or dentistry and is

licensed if required. This cannot be you, a traveling companion, your family member, a traveling companion's family member, or the sick or injured

person's family member.

**Domicile:** Place where you have the main office of your business and interests.

Epidemic: A contagious disease recognized or referred to as an epidemic by a

representative of the World Health Organization (WHO) or an official

government authority.

**Family member:** Your:





- 1. Spouse (by marriage, common law, domestic partnership, or civil union);
- 2. Cohabitants;
- 3. Parents and stepparents;
- 4. Children, stepchildren, foster children, adopted children, or children currently in the adoption process;
- 5. Siblings, brother in law, sister in law;
- 6. Grandparents and grandchildren;
- 7. The following in-laws: mother, father, son, daughter, brother, sister, and grandparent;
- 8. Aunts, uncles, nieces, and nephews;
- 9. Legal guardians and wards; and
- 10. Paid, live-in caregivers.

First responder:

Emergency personnel (such as a police officer, emergency medical technician, or firefighter) who are among those responsible for going immediately to the scene of an *accident* or emergency to provide aid and relief.

High-altitude activity: Illegal act: An activity that includes, or can include, going above 4500 meters in elevation, other than as a passenger in a commercial aircraft.

An act that violates law where it is committed.

Injury:

Event due to a fortuitous, violent and external cause that produces objectively ascertainable bodily *injury* resulting in death, permanent disability or temporary disability.

Local public transportation:

Local, commuter, or other urban transit system carriers (such as commuter rail, city bus, subway, ferry, taxi, for-hire driver, or other such carriers) that transport you or a traveling companion less than 150 kilometers.

A mechanical issue, which prevents the vehicle from being driven normally, including running out of fluids (except fuel).

Mechanical breakdown: Natural disaster:

A large-scale extreme weather or geological event that damages property, disrupts transportation or utilities, or endangers people, including without limitation: earthquake, fire, flood, hurricane, or volcanic eruption.

Rapidly spreading epidemic recognized as a *pandemic* by the World Health Organization (WHO).

Pandemic:

The travel insurance coverage purchased. The *policy* includes the General conditions with the Policy title page.

Any one or more of the following:

Policy: Political risk:

- Any event, organized resistance, or action intending or implying the intention to overthrow, supplant or change outside of normal legal processes the existing head of state, elected official, appointed official, government, or organized political or ruling group;
- Nationalization;
- Confiscation;
- Expropriation;
- Deprivation;
- Requisition;
- Revolution;
- Rebellion;
- Insurrection;
- Uprising;
- Military and usurped power.

Your permanent, fixed home address.





Primary residence: Pre-existing medical condition: An *injury*, illness, or medical condition that, within the 120 days prior to and including the purchase date of this *policy*:

- Caused a person to seek medical examination, diagnosis, care, or treatment by a doctor;
- 2. Presented symptoms; or
- 3. Required a person to take medication prescribed by a *doctor* (unless the condition or symptoms are controlled by that prescription, and the prescription has not changed).

The illness, *injury*, or medical condition does not need to be formally diagnosed in order to be considered a *pre-existing medical condition*.

For example, a sprained knee *you* have had treated in the 120 days prior to and including the purchase date of *your policy* will be considered a *pre-existing medical condition*. If *you* later have to cancel *your trip* because, for instance, the sprained knee now requires surgery, or because *your* recovery is taking longer than expected, or for any other reason arising out of the knee sprain, this would be considered a *pre-existing medical condition*.

Quarantine:

Mandatory involuntary confinement by order or other official directive of a government, public or regulatory authority, or the captain of a commercial vessel on which *you* are booked to travel during *your trip*, which is intended to stop the spread of a contagious disease to which *you* or a *traveling companion* has been exposed.

Refund:

Cash, credit, or a voucher for future travel that *you* are eligible to receive from a *travel supplier*, or any credit, recovery, or reimbursement *you* are eligible to receive from *your* employer, another insurance company, a credit card issuer, or any other entity.

Return date:

The date on which *you* are originally scheduled to end *your* travel, as shown on *your* travel itinerary and in *your* Policy title page.

Service animal:

Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Examples of work or tasks include, but are not limited to guiding people who are blind, alerting people who are deaf, and pulling a wheelchair. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not considered work or tasks under this definition. Hazardous weather conditions including but not limited to windstorms, hurricanes, tornados, fog, hailstorms, rainstorms, snow storms, or ice storms.

Severe weather:

Terrorist event:

Any act that includes but is not limited to the use of force or violence, of any person or group(s) of persons who act alone or on behalf of or in connection with any organization(s) or government, which constitutes act of terrorism as recognized by the Public Authority or under the laws of your country of residence, and is committed for political, religious, ethnic, ideological or similar purposes, including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear. It does not include *political risk*.

Traffic Accident:

An unexpected and unintended traffic-related event, other than mechanical

breakdown, that causes injury, property damage, or both.

Travel carrier:

A company licensed to commercially transport passengers between cities for a fee by land, air, or water. It does not include:





- Rental vehicle companies;
- 2. Private or non-commercial transportation carriers;
- 3. Chartered transportation, except for group transportation chartered by your tour operator; or
- 4. Local public transportation.

Travel supplier: A travel agent, tour operator, airline, cruise line, hotel, railway company, or

other travel service provider.

**Traveling** A person or service animal traveling with *you* or traveling to accompany *you* companion: on *your trip*. A group or tour leader is not considered a *traveling companion* 

unless you are sharing the same room with the group or tour leader.

Trip: Your travel to, within, and/or from a location away from your primary

residence/domicile. It cannot include travel with the intent to receive health care or medical treatment of any kind, or moving, or commuting to and from

work, and it cannot last longer than 90 days.

Uninhabitable: A natural disaster, fire, flood, burglary, or vandalism (except where

vandalism is a part or a result of a cause of loss excluded under this policy) has caused enough damage (including extended loss of power, gas, or water) to make a reasonable person find their primary residence/domicile or

accommodations inaccessible or unfit for use.

**Vandalism:** Any *illegal act* that intentionally causes damage to or destruction of public or

private tangible property.

**War:** A state or period of hostile armed conflict, civil war, or military or paramilitary

action, between two or more of the following: a nation, a state, a government, a territory, or an organized political or ruling group. This includes any acts or events directly associated with and occurring in the course of such conflict or action, or directly triggering such conflict or action. This definition applies regardless of whether war has been officially or

We, Us, or Our, formally declared.

**Company:** AWP P&C S.A. – General Agent for Italy.

**You or Your:** All persons listed in the Policy Title Page for whom the insurance coverage is

valid.





# WHEN YOUR COVERAGE BEGINS AND ENDS

Your policy's coverage effective date and coverage end date are indicated in your Policy title page. The policy becomes effective at the time of purchase, without prejudice to what is indicated for the operation of the specific coverages, provided that you have paid the full premium. As a reference for the effective date, the Company uses the time zone of Rome (UTC / GMT +1). The purchase must be done and the full premium must be paid on or before the departure date.

Coverage is only provided for losses that occur while *your policy* is in effect.

Except for one-way and same-day return trips, the *departure date* and return date that *you* provided at time of purchase are counted as two separate days of travel when we calculate the duration of *your trip*.

Your policy ends on the coverage end date listed in your Policy title page. However, there are situations where your policy may end on a different date. If your policy was purchased with a one-way booking, your coverage end date will be the scheduled return date for your trip, as shown on your travel documents (not exceeding 90 days from the departure date shown on your travel documents). Additionally, your policy will end on the earliest of:

- 1. At 23:59 on the day you cancel your policy; or
- 2. At 23:59 on the day on which *you* cancel the *trip* with the *travel service provider* and report the claim to the *Company* within the established terms;
- 3. At 23:59 on the day you end your trip, if you end your trip early;
- 4. At 23:59 on the day *you* arrive at a medical facility for further care if *you* end *your trip* due to a medical reason; or
- 5. At 23:59 on the 90th day of the *trip*.

However, if your return travel is delayed due to a covered reason, we will extend your coverage period until the earlier of when you are able to return to your point of origin or primary residence/domicile, or until you arrive at a medical facility for further care following a medical repatriation or trip interruption.

Please note that this *policy* applies for a specific *trip* and cannot be renewed.





# **DESCRIPTION OF COVERAGES**

In this section, we will describe the many different types of insurance coverages, which are included in your policy. We explain each type of coverage and the specific conditions that must be met for the coverage to apply. Please note that exclusions may apply.

## A. TRIP CANCELLATION COVERAGE

If your trip is canceled or rescheduled for a covered reason listed below, we will reimburse you for your non-refundable trip payments, deposits, cancellation fees, and change fees costs to rebook your transportation (less available refunds), up to the maximum benefit for trip cancellation coverage listed in your Coverage Summary. Please note that this coverage only applies before you have left for your trip.

Also, if you prepaid for shared accommodations and your traveling companion cancels his trip due to one or more of the covered reasons listed below, we will reimburse any additional accommodation fees you are required to pay.

IMPORTANT: You must notify immediately all of your travel suppliers after discovering that you will need to cancel your trip (this includes being advised to cancel your trip by a doctor). The Company will refund the percentage existing on the date the event occurred (Articles 1914 and 1915 of the Civil Code). Therefore, if you cancel or modify your trip after the deadline, any higher costs charged will remain at your expense. If you notify any travel suppliers later than that and get a smaller refund as a result, we will not cover the difference.

## **Covered reasons:**

1. You or a traveling companion becomes ill or injured, or develops a medical condition disabling enough to make you cancel your trip (including being diagnosed with an epidemic or pandemic disease such as COVID-19).

The following condition applies:

- a. A doctor advises you or a traveling companion to cancel your trip before you cancel it.
- 2. A *family member* who is not traveling with *you* becomes ill or injured, or develops a medical condition (including being diagnosed with an *epidemic* or *pandemic* disease such as COVID-19).

The following condition applies:

- a. The illness, *injury*, or medical condition must be considered life threatening by a *doctor*, require hospitalization, or require *you*, per doctor's instructions, to provide primary care to the person.
- 3. You, a traveling companion, family member, or your service animal dies on or after your policy's Coverage Effective Date and before your trip.
- 4. You or a traveling companion is quarantined before your trip due to having been exposed to:
  - a. A contagious disease other than an epidemic or pandemic; or
  - b. An *epidemic* or *pandemic* (such as COVID-19), but only when the following conditions are met:
  - i. The *quarantine* is specific to *you* or a *traveling companion*, meaning that *you* or a *traveling companion* must be specifically and individually designated by name in an order or directive to be placed in *quarantine* due to an *epidemic or pandemic*; and
  - ii. The *quarantine* does not apply generally or broadly (a) to some segment or all of a population, geographical area, building, or vessel (including shelter-in-place, stay-at-home,





safer-at-home, or other similar restriction), or (b) based on to, from, or through where the person is traveling. This condition (ii) applies even if the *quarantine* order or directive specifically designates *you* or a *traveling companion* by name to be quarantined.

5. You or a traveling companion is in a traffic accident on the departure date.

One of the following conditions must apply:

- a. You or a traveling companion need medical attention; or
- b. Your or a traveling companion's vehicle needs to be repaired because it is not safe to operate.
- 6. You are legally required to attend a legal proceeding during your trip.

The following condition applies:

- a. The attendance is not in the course of *your* occupation (for example, if *you* are attending in *your* capacity as an attorney, court clerk, expert witness, law enforcement officer, or other such occupation, this would not be covered).
- 7. Your primary residence/domicile becomes uninhabitable.
- 8. You or a traveling companion is terminated or laid off or suspended by a current employer after your policy's purchase date.

The following condition applies:

- a. The termination or layoff or suspension is not your or your traveling companion's fault;
- b. The employment must have been permanent (not temporary or contract); and
- c. The employment must have been for at least 12 continuous months.
- 9. You or a *traveling companion* secures permanent, paid employment, after *your policy's* purchase date, that requires presence at work during the originally scheduled *trip* dates.
- 10. Your or a traveling companion's primary residence is permanently relocated by at least 150 kilometers due to a transfer by your or a traveling companion's current employer. This coverage includes relocation due to transfer by your spouse's current employer.
- 11. You or a travelling companion serving as a first responder is called in for duty due to an accident or emergency (including a natural disaster) to provide aid or relief during the originally scheduled trip dates.
- 12. You or a traveling companion receive a legal notice to attend an adoption proceeding during your trip.
- 13. You, a traveling companion, or a family member serving in the armed forces is reassigned or has personal leave status changed, except because of war or disciplinary action.
- 14. *You* or a *traveling companion* is medically unable to receive an immunization required for entry into a destination.
- 15. Your or travel companion's travel documents required for the trip are stolen.





The following condition applies:

- a. You must make diligent efforts and provide documentation of your efforts to obtain replacement documents through appropriate authorities that would allow you to keep the originally scheduled trip dates.
- 16. You or a traveling companion is refused a tourist visa by the authorities of the destination or transit country.
- 17. You find out you are pregnant after purchasing this policy.
- 18. You need to attend the birth of a family member's child.
- 19. Your destination becomes uninhabitable.
- 20. Family outside *your* country of residence cannot accommodate *you* during your *trip*, as planned, because someone in their household has died, become seriously ill or *injured*, or developed a serious medical condition.
- 21. Government authorities order a mandatory evacuation due to a *natural disaster* at *your* destination that is in effect within 24 hours prior to *your* departure date.

The following condition applies:

- a. Your policy was purchased prior to public knowledge of the event leading to the mandatory evacuation.
- 22. You or a traveling companion legally separates or divorces on or after your policy's coverage effective date but before your scheduled departure date.

The following condition applies:

- a. Your policy was purchased within 14 days of the date of the first trip payment or deposit.
- 23. Your or a traveling companion's vehicle experiences a mechanical breakdown on the way to the departure point of your trip.
- 24. Your or a traveling companion's primary vehicle intended for transporting you or the travelling companion to the point of your trip's departure or intended to be the primary mode of transportation during your trip is stolen.
- 25. You fail the final exam or you fail to advance to the next grade level at an accredited educational establishment, where you are a student.
- 26. *Your* tour operator or commercial event organizer cancels *your* multi-day tour or multi-day event that is the main purpose of *your trip* and was purchased prior to *your* departure date due to:
  - a. A natural disaster;
  - b. Severe weather.

NOTE: Coverage is only available for lost, pre-paid, and nonrefundable cost of accommodations for and transportation to and from the cancelled multi-day tour or multi-day event. We will not reimburse you for the cost of the cancelled multi-day tour or multi-day event.

27. A *terrorist event* happens *within 30 days of your departure date* within 100 kilometers of any city *you* are traveling to during *your trip*, as indicated on *your* original itinerary from *your travel supplier*.





## The following condition applies:

a. A *terrorist event* must not have occurred within 40 kilometers of that city any time in the 30 days prior to *your policy's* coverage effective date.

## B. TRAVEL DELAY

If your or a traveling companion's trip is delayed for one of the covered reasons listed below, we will reimburse you for the following expenses, less available refunds, up to the maximum benefit shown in your Coverage Summary for travel delay:

- i. Your lost prepaid *trip* expenses and additional expenses *you* incur while and where *you* are delayed for meals, *accommodation*, communication, and *local transportation*, subject to a daily (24 hours) limit listed in *your* Coverage Summary.
- ii. If the delay causes *you* to miss the departure of *your* cruise or tour, necessary transportation expenses to either help *you* rejoin your cruise/tour or reach *your* destination.
- iii. If the delay causes *you* to miss the departure of *your* flight or train due to a *local public* transportation delay on *your* way to the departure airport or train station, necessary transportation expenses to either help *you* reach *your* destination or return home.

NOTE: We will not reimburse you for any expenses that are your travel carrier's or travel supplier's responsibility.

The delay must be for at least the Minimum Required Delay listed in *your* Coverage Summary and due to one of the following *covered reasons*:

- 1. A travel carrier delay;
- 2. A strike, unless threatened or announced prior to the purchase of your policy;
- 3. Quarantine during your trip due to having been exposed to:
  - a. A contagious disease other than an epidemic or pandemic; or
  - b. An *epidemic* or *pandemic* (such as COVID-19), but only when the following conditions are met:
    - i. The *quarantine* is specific to *you* or a *traveling companion*, meaning that *you* or a *traveling companion* must be specifically and individually designated by name in an order or directive to be placed in *quarantine* due to an *epidemic* or *pandemic*; and
    - ii. The *quarantine* does not apply generally or broadly (a) to some segment or all of a population, geographical area, building, or vessel (including shelter-in-place, stay-at-home, safer-at-home, or other similar restriction), or (b) based on to, from, or through where the person is traveling. This condition (ii) applies even if the *quarantine* order or directive specifically designates *you* or a *traveling companion* by name to be *quarantined*.
- 3. A natural disaster;
- 5. Lost or stolen travel documents;
- 6. Hijacking, unless it is a terrorist event;





- 7. Civil disorder, unless it rises to the level of political risk;
- 8. *A traffic accident;* or
- 9. A travel carrier denies you or a traveling companion boarding based on a suspicion that you or a traveling companion has a contagious medical condition (including an epidemic or pandemic disease such as COVID-19). This does not include being denied boarding due to your refusal or failure to comply with rules or requirements to travel or of entry to your destination.

# C. TRAVEL SERVICES DURING YOUR TRIP

If you need travel services during your trip, we are available 24 hours a day. With our global reach and multi-lingual staff, we are here to help you.

# Finding a Doctor or Medical Facility

If you need care from a doctor or medical facility while you are traveling, we can assist you in finding one.

## Monitoring Your Care

In the event of hospitalization, the *Company*'s medical staff will keep in constant contact with *you* and *your doctor* at your destination. At *your* request and with *your* consent, the *Company* will be able to inform your family members and *your* personal *doctor* of *your* state of health.

#### **Lost Travel Documents Assistance**

In case of loss or theft of *your* passport or other travel documents, the *Company* will put *you* in contact with the offices responsible for replacing the documents.

# **Emergency Language Translation**

We can assist you with translation services in the event you need help in a foreign country for medical needs.

## **Emergency Cash Assistance**

If your travel is delayed or interrupted and you need extra money to pay for unexpected expenses, we can assist in arranging the transfer of funds from your family or friends.

## **Legal Referrals**

We can help you find local legal advice if you need it while you are traveling.

# **Emergency Message Delivery**

At your request, we can assist you in getting an urgent message to someone back home.





# **GENERAL EXCLUSIONS**

This section describes the general exclusions applicable to all coverages under *your policy*. An "exclusion" is something that is not covered by this insurance *policy*, and therefore no payment or service would be available.

This *policy* does not provide any coverage, benefit, or services for any activity that would violate any applicable law or regulation, including without limitation any economic/trade sanction or embargo.

If you have traveled against an order or advice against travel issued by your home country's or trip destination's government or local authority or medical advice, this policy excludes any loss directly or indirectly resulting from, arising out of, or related to any reason for or subject of such travel order or advice.

This *policy* does not provide coverage for any loss that results directly or indirectly from any of the following general exclusions if they affect *you*, a *traveling companion*, or a *family member*:

- 1. Any loss, condition, or event that was known, foreseeable, intended, or expected when *your policy* was purchased;
- 2. Pre-Existing medical conditions;
- 3. Your intentional self-harm or if you attempt or commit suicide;
- 4. Normal, complication-free pregnancy or childbirth, except when normal, complication-free pregnancy or childbirth is expressly referenced in and covered under trip cancellation coverage;
- 5. Fertility treatments or elective abortion;
- 6. The use or abuse of alcohol or drugs, or any related physical symptoms. This does not apply to drugs prescribed by a *doctor* and used as prescribed;
- 7. Acts committed with the intent to cause loss or an act of gross negligence by you or a traveling companion;
- 8. Operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft or commercial vehicle or commercial watercraft;
- 9. Participating in or training for any professional or semi-professional sporting competition;
- 10. Participating in or training for any amateur sporting competition while on *your trip*. This does not include participating in informal recreational sporting competitions and tournaments organized by hotels, resorts, or cruise lines to entertain their guests.
- 11. Participating in extreme, high-risk sports and activities in general and the following activities in particular:
  - a. Skydiving, BASE jumping, hang gliding, or parachuting;
  - b. Bungee jumping;
  - c. Caving, rappelling, or spelunking;
  - d. Skiing or snowboarding outside marked trails or in an area accessed by helicopter;
  - e. Climbing sports or free climbing;
  - f. Any high-altitude activity;
  - g. Personal combat or fighting sports;
  - h. Racing or practicing to race any motorized vehicle or watercraft;
  - i. Free diving; or
  - j. Scuba diving at a depth greater than 20 meters or without a dive master.
- 12. An illegal act resulting in a conviction, except when you, a traveling companion, or a family member is the victim of such act;
- 13. An *epidemic* or *pandemic*, except when an *epidemic* or *pandemic* is expressly referenced in and covered under trip cancellation coverage;
- 14. Natural disaster, except as expressly covered under trip cancellation coverage or travel delay coverage;





- 15. Air, water, or other pollution, or the threat of a pollutant release, including thermal, biological, and chemical pollution or contamination;
- 16. Nuclear reaction, radiation, or radioactive contamination;
- 17. War or acts of war;
- 18. Military duty, except as expressly covered under trip cancellation coverage;
- 19. Civil disorder, except when civil disorder is expressly referenced in and covered under travel delay coverage;
- 20. *Terrorist events*, except when terrorist events are expressly referenced in and covered under trip cancellation coverage or travel delay coverage.
- 21. Political risk;
- 22. Cyber risk;
- 23. Acts, travel alerts/bulletins, or prohibitions by any government or public authority, except as expressly covered under trip cancellation coverage;
- 24. Any *travel supplier's* complete cessation of operations due to financial condition, with or without filing for bankruptcy;
- 25. Travel supplier restrictions on any baggage, including medical supplies and equipment;
- 26. Ordinary wear and tear or defective materials or workmanship;
- 27. Your intent to receive health care or medical treatment of any kind while on your trip.

IMPORTANT: You are not eligible for reimbursement under any coverage if:

- 1. Your travel carrier tickets do not show travel date(s); or
- 2. The travel dates in *your* Policy title page do not represent *your* actual travel dates (does not apply to insurance purchased with a one-way booking).





# **CLAIMS INFORMATION**

Obligations in the event of a claim:

You or someone on your behalf:

## TRIP CANCELLATION COVERAGE

Within 5 days from the date on which the event occurs, after cancelling the stay at the travel service provider where it was booked, must:

- a. submit a written report to the *Company*, indicating:
  - 1. personal data and address;
  - 2. booking number;
  - 3. penalty letter / email issued by the travel supplier;
  - 4. name and address of the Bank, IBAN code, SWIFT code in the case of a foreign account and name of the current account holder if different from the holder of the file;
- 5. documentation objectively proving the cause of the waiver, in original; if of a medical nature, the certificate must show the pathology and the address where the sick or injured person can be found;
- b. as soon as possible (even after 5 days), must send the following documents and data:
  - 1. documentation certifying the link between *you* and any other person who caused the cancellation;
  - 2. trip / stay contract with copy of payment receipts;
  - 3. copy of the document certifying the withholding of the penalty or deposit issued by the *travel supplier* and travel documents in original, for a penalty of 100%;
  - 4. tax code of the recipient of the payment, pursuant to Law 248 of 4 August 2006.

Alternatively, it is possible to report the claim through the website <u>www.allianz-protection.com</u> in the "Report your claim" section within the same deadlines indicated above.

#### TRAVEL DELAY COVERAGE

Report the accident (in writing) to the Company within 10 days of return, specifying:

- 1. circumstances in which the event occurred;
- 2. document certifying the cause of the accident;
- 3. personal data;
- 4. tax code and address;
- 5. name and address of the Bank, IBAN code, SWIFT code in the case of a foreign account and name of the current account holder if different from the holder of the file;
- 6. number of this *policy* communicated in the purchase confirmation email.

As soon as possible (not necessarily within 10 days of returning), send by post:

- 1. copy of the Policy title page;
- 2. booking statement;
- 3. expense receipts.

Alternatively, it is possible to report the claim through the website <u>www.allianz-protection.com</u> in the "Report your claim" section within the same deadlines indicated above.





#### TRAVEL SERVICES DURING YOUR TRIP

For every request for assistance immediately contact the *Operations Center*, which operates 24 hours a day, specifying:

- a. number of this *policy*;
- b. personal data, tax code and contact details.

## WARNINGS FOR THE MANAGEMENT OF THE CLAIM

The *Company* guarantees the management and closure of the file in 60 days from receipt of the complete original documentation. Banking technical times relating to the payment flow are excluded from the day count.

The *Company* reserves the right to request all the documentation necessary to deal with the claim and to carry out the necessary checks, which *you* undertake to make available.

It is essential to carefully follow the instructions given in this article for a correct and rapid settlement of the damage.

For a more timely and secure settlement of the claim, it is essential to indicate *your* bank details and *your* Tax Code in order to be able to arrange the payment of the compensation by bank transfer.

#### **IMPORTANT REFERENCES**

FOR ALL INFORMATION RELATING TO ANY CLAIMS, PLEASE CONSULT THE WEBSITE <u>WWW.ALLIANZ-PROTECTION.COM</u>

For reimbursement requests, send communications and documentation by post to:

AWP P&C S. A.
RAPPRESENTANZA GENERALE PER L'ITALIA
Servizio Liquidazione Danni E-Commerce
Casella Postale 479
Via Cordusio 4 – 20123 MILAN

or via internet on www.allianz-protection.com.

For any assistance need, contact the Operations Center

## **OPERATIONS CENTER**

# Tel. + 39 0226 609 889

Via Oglio, 12 - 20139 MILANO E- mail: <u>ita.assistenza@allianz.com</u>

## **COMPLAINTS**

Our goal is to provide quality performance and services. However, there may be instances when we may not meet that goal. In such cases, please let us know so that we can do our best to solve the problem. A complaint does not affect your legal rights. First, please contact us as specified below.

Please provide *us* with *your* name, address and complaint number and attach copies of related correspondence as it will help *us* handle *your* complaint as quickly as possible through the address:

- PEC address reclami.awp-pc@legalmail.it
- E-mail to the box <a href="mailto:quality\_reclami@allianz.com">quality\_reclami@allianz.com</a>
- Letter addressed to AWP P&C S.A. GENERAL REPRESENTATION FOR ITALY.

Quality Service - C.P. 81 - Via Cordusio, 4 - 20123 MILAN





The *Company* is required to respond within 45 days.

If you are not satisfied with the outcome of the complaint or in the event of no response within 45 days, you may apply to IVASS, Servizio Tutela degli Utenti, Via del Quirinale 21, 00187 Roma (RM), accompanying the complaint with the documentation related to the complaint handled by the *Company*.

For the submission of complaints to IVASS it is necessary to use the appropriate form available on the website <a href="https://www.ivass.it">www.ivass.it</a>, under the section "For the Consumer - How to file a complaint."

For disputes concerning the quantification of benefits and the allocation of liability, the Judicial Authority has exclusive jurisdiction. Before going to the Judicial Authority, however, it is possible, and in some cases necessary, to seek an amicable agreement through alternative dispute resolution systems, such as:

- Mediation (L. 9/8/2013, n.98): can be initiated by applying to a Mediation Body among those on the Ministry of Justice list, which can be consulted at www.giustizia.it.
- Assisted Negotiation (L. 10/11/2014, n.162): can be initiated through a request from one's lawyer to the *Company*.

For the resolution of cross-border disputes, the complainant with an address for service in Italy can submit the complaint to IVASS or directly to the foreign system responsible for activating the FIN-NET procedure, by accessing the following website: <a href="https://finance.ec.europa.eu/consumer-finance-and-payments/retail-financial-services/financial-dispute-resolution-network-fin-net/make-complaint-about-financial-service-provider-another-eea-country\_it</a>





# **GENERAL PROVISIONS AND CONDITIONS**

## **Effect and Validity**

The insurance cover expressly entered into is in effect:

- a. for trips made for tourism, study and business purposes;
- b. in case the Policyholder is an individual, the person over eighteen with the ability to act;
- c. if the premium has been paid.

## **Territorial validity**

The insurance is valid worldwide.

# **Eligibility criteria**

The Company insures all persons:

- a. domiciled or residing in the Italian State who have a Tax Code;
- b. equipped with legal capacity at the time of signing the *policy*.

# **Underwriting limits**

It is not permitted to enter into a number of AWP P&C S.A. - General Agent for Italy policies to guarantee the same risk, for the purpose of:

- a. increasing the capital insured by the specific product warranties;
- b. prolonging the insurance period of a current risk (trip);
- c. extending the period of cover over 90 continuous days for the same *trip*.

## Right of withdrawal

Within 14 days from the date of purchase of the *policy*, the Policyholder/Insured has the right to exercise the right of withdrawal by receiving as a *refund* the premium paid and not taken, net of any taxes that are payable by the Policyholder by law. The *refund* is made in the same way chosen for the payment. The Policyholder/Insured may communicate his decision to withdraw from the insurance contract through one of the following methods:

- sending a registered letter with acknowledgment of receipt to the address AWP P&C S.A., Rappresentanza Generale per l'Italia Via Oglio, 12 20139 Milano (MI)
- sending an email to the certified email address awp.pc@legalmail.it
- sending an email to the email address ecommerce@allianz.com
- completing and submitting online the withdrawal form available at www.allianz-protection.com

The right of withdrawal for reconsideration does not apply to travel insurance policies with a duration of less than one month, pursuant to art. 67 duodecies co. 5 lett. B) Consumer Code.

# Forms of communication

All communications from the Insured, with the exception of the precautionary call to the *Operational Centre*, must be in writing, according to the methods accepted by the *Company*.

#### Tax fees

Tax fees relating to the insurance package are your responsibility.

## Wilful exaggeration of damages

Should you wilfully exaggerate the amount of damages, you will lose the right to compensation.

# **Right of subrogation**





The *Company* is understood to be subrogated, up to the amount of the liquidated sum, in all rights and actions that *you* may have towards those responsible for the damages.

*You* undertake, under penalty of forfeiture, to provide documents and information sufficient to allow for the exercise of the right of recourse and to implement all initiatives required to safeguard the same.

# Reference to legal provisions

For anything not expressly regulated by this contract, the rules of Italian law shall apply.

# **Provisions and Limits**

*You* free the physicians who examined *you* from professional secrecy exclusively for the events covered by this insurance *Policy* and exclusively towards the *Company* and the judges who may have been invested with the examination of the event.





# **Privacy Policy**

# Pursuant to Articles 13 and 14 of Regulation (EU) 2016/679 (General Data Protection Regulation - GDPR)

# We take care of your personal data

AWP P&C S.A., General Agent in Italy (Allianz Partners), with offices in Via Oglio 12 20139 MILAN, is an insurance company authorised to provide insurance in Italy under the right of establishment that provides insurance products and services.

Protecting your privacy is one of our priorities. This privacy policy illustrates which types of personal data will be collected, the methods of and the reason for collection and the persons/entities with whom data will be shared or to whom they will be disclosed. Please read this policy carefully.

If, when taking out a policy, you provide us with the personal data of other persons who will be covered by the same policy, you are responsible for making all interested persons aware of the contents of this document.

## 1. Who is the data controller?

A data controller is the physical or legal person who controls and is responsible for the storage and use of personal data in paper or electronic format. Allianz Partners is the data controller, in accordance with what is defined by personal data legislation and regulatory provisions.

# 2. Which personal data do we collect?

We collect and process different types of personal data:

- Surname, name
- Date of birth:
- Phone number
- Nationality
- Tax reference no.
- Address
- Country of residence
- E-mail
- Travel information

## 3. How do we obtain and use your personal data?

We will collect and use your personal data, which you provide to us in person or via portal, depending on the sales channel you choose, for various purposes as set out below:

- √ To manage the insurance contract, with specific reference to administering the policy.
- ✓ To manage the insurance contract, with specific reference to managing claims (e.g. provision of assistance, settling any claims)
- √ To manage sums owed
- ✓ To prevent and detect frauds
- ✓ To prevent terrorist acts
- √ To fulfil legal obligations (e.g. of a tax, accounting and administrative nature)
- ✓ To submit qualitative surveys via an e-mail with a link, through which you can answer to a questionnaire on our level of service, allowing us to measure your level of satisfaction and,

Sede Secondaria e Rappresentanza

Via Oglio, 12 - 20139 Milano (Italia)

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AWP P&C S.A. Sede Legale 7 rue Dora Maar, 93400 Saint-Ouen France Autorizzata all'esercizio delle assicurazioni dall'Autorité de contrôle prudentiel et de résolution (ACPR) il 1 febbraio 2010

Registro delle Imprese

n. 519490080

e delle Società Francesi

Tel: 02.23695.1 www.allianz-partners.it

Generale per l'Italia

Codice Fiscale, Partita IVA e iscrizione al Registro delle Imprese di Milano n. 07235560963 - Rea 1945496

Abilitata all'esercizio dell'attività Assicurativa in Italia in regime di stabilimento, iscritta in data 3 novembre 2010 al n. 1.00090, all'appendice dell'albo Imprese Assicurative, Elenco I







✓ if you authorize us, we might then contact you to understand how to improve our services based on your experience with us

For the above reasons, for which we do not require your consent - please note that these activities do not require your consent - your personal data will be processed on the basis of the necessity to fulfil the contract (in particular, managing the policy, claims and sums owed) or legal obligations, as well as to pursue the Company's legitimate interests, specifically, to prevent and identify fraud and to prevent crimes relating to terrorism and to check the quality of service.

You have the right to prevent us from processing your personal data or ask us to stop processing it in line with the modalities described in section 6.

If you do not wish to provide us with your personal data, we cannot provide you with the products and services you requested or may be interested in.

# 4. Who can access your personal data?

We will guarantee that your personal data will be processed in a manner compatible with the purposes indicated above.

For these purposes, your personal data may be disclosed to the following entities which operate as data controllers:

 Public authorities, suppliers authorized to carry out services connected to your insurance package (e.g., road rescue services, car rental companies, transportation companies, hospitals and clinics, fitters, technicians, experts, lawyers)

For these purposes, your personal data may be disclosed to the following entities which operate as data processors for our institutions:

• Other Allianz Group companies that are authorized to carry out quality surveys and management services companies (claims, IT, post, document management).

The list of aforementioned third parties authorized to carry out their relevant services refers to the warranties that may be included in our polices.

Third parties to which we will communicate your personal data are only those that will supply the services included in your insurance package.

Finally, we may share your personal data, in the event of forecast or actual reorganisation, merger, sale, joint venture, transfer of ownership or other transfer of all or part of our business, assets or shares (including as part of insolvency procedures or similar).

# 5. Where will your personal data be processed?

Your personal data may be processed within or outside the European Economic Area (EEA) by entities indicated in Section 4, always within the contractual limits of confidentiality and security in line with the laws and regulations which apply to data protection. We will not disclose your personal data to entities that are not authorised to process it.

Where we transfer your personal data outside the EEA for processing by another Allianz Group company, we will do this in accordance with the corporate rules which are binding upon Allianz approved by Garante [the Italian Data Protection Authority] and noted as the Allianz Privacy Standard (Binding Corporate Rules, BCR), which define the appropriate personal data protection measures and are legally binding upon all Allianz

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AWP P&C S.A. Sede Legale 7 rue Dora Maar, 93400 Saint-Ouen France

Capitale Sociale € 18.510.562,50

Autorizzata all'esercizio delle assicurazioni dall'Autorité de contrôle prudentiel et de résolution (ACPR) il 1 febbraio 2010

Registro delle Imprese e delle Società Francesi n. 519490080 Sede Secondaria e Rappresentanza Generale per l'Italia Via Odio, 12 - 20139 Milano (Italia)

Via Oglio, 12 - 20139 Milano (Italia) Tel: 02.23695.1

www.allianz-partners.it

Codice Fiscale, Partita IVA e iscrizione al Registro delle Imprese di Milano n. 07235560963 - Rea 1945496

Abilitata all'esercizio dell'attività Assicurativa in Italia in regime di stabilimento, iscritta in data 3 novembre 2010 al n. 1.00090, all'appendice dell'albo Imprese Assicurative, Elenco I







Group companies. Allianz's BCRs and the list of Group companies that follow them is available on the Allianz Partners website, at the following address: https://www.allianz-partners.com/en US/allianz-partners--binding-corporate-rules-.html . Where Allianz's BCRs do not apply, we will, instead, strive to ensure that the processing of your personal data outside the EEA is appropriately protected as it would be within the EEA. For further information on the protection measure we use to transfer data (e.g. standard contractual clauses), you can contact us using the details in Section 9.

# 6. What are your rights with regard to personal data?

In accordance with the methods provided by applicable law or regulations, you have the right to:

- Access your personal data and to know the origin, purposes and scope of processing, the details of the data controller(s), data processor(s) and the entities to which personal data may be disclosed;
- Withdraw your consent at any time, where consent forms the basis for processing;
- Amend or rectify your personal data to ensure they are accurate;
- Request the erasure of your personal data from our archives where they are no longer needed for the purposes indicated above;
- Limit the processing of your personal data in some circumstances, for example, where you have disputed their accuracy, for the period necessary to perform appropriate checks;
- Refuse the processing of your personal data in compliance with the law;
- Obtain your personal data in electronic format, for you or your new insurer;
- Lodge a complaint with us and/or the competent authority responsible for data protection.

You can exercise the above rights by contacting us as indicated in detail in Section 9, providing your name, email address, policy number and the purpose of your request.

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

If permitted by applicable law or regulations, you have the right to object to the processing of your personal data or to ask us to stop processing.

Following your request, we can no longer process your personal data except where the law or the regulations

It is possible to exercise this right using the same methods indicated for all other rights contained in Section 6.

## 8. How long will we keep your personal data?

We will store your personal data specifically as detailed below:

- ✓ Data relating to policies 10 [ten] years from the date the insurance relationship ceases, in accordance with the provisions of the Italian Civil Code.
- ✓ Data relating to complaints and claims, including for the purposes of preventing fraud 10 [ten] years from the closure date of any claim, pursuant to the provisions of the Italian Civil Code.
- Data necessary for accounting entries 10 [ten] years, pursuant to Article 2220, Italian Civil Code.
- Data concerning service quality assessments 1 (one) year from the survey

We will not store your data for longer than is necessary, and in any case solely for the purposes for which we obtained them.

# 9. How can you contact us?

For questions regarding the methods of using your personal data, you can contact us via e-mail or post:

# AWP P&C S.A.

AWP P&C S.A. Sede Legale 7 rue Dora Maar, 93400 Saint-Ouen France

Capitale Sociale € 18.510.562,50 Autorizzata all'esercizio delle assicurazioni dall'Autorité de contrôle prudentiel et de résolution (ACPR) il 1 febbraio 2010

Registro delle Imprese e delle Società Francesi n. 519490080

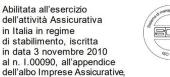
Sede Secondaria e Rappresentanza Generale per l'Italia

Via Oglio, 12 - 20139 Milano (Italia) Tel: 02.23695.1

www.allianz-partners.it

Codice Fiscale, Partita IVA e iscrizione al Registro delle Imprese di Milano n. 07235560963 - Rea 1945496

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Elenco I







General Agent for Italy
Data Protection Officer
Via Oglio, 12
20139 MILANO

E-mail: privacyAzP\_ITA@allianz.com

# 10. How often is this privacy policy updated?

This privacy policy will be updated regularly. We will inform you directly of any significant amendments which you may be interested in. This privacy policy was updated on January 2025.

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