

# NOTICE OF INFORMATION

Policy N° 303 400

**VINTERSPORT** 

Allianz (III) Assistance

## NOTICE OF INFORMATION DEEMED TO CONSTITUTE GENERAL TERMS AND CONDITIONS FOR POLICY NO. 303 400

### Dear Customer,

Taking account of the type of service you are buying and the information you have sent us, we recommend that you take out this insurance policy. This policy consists of the General Terms and Conditions presented below, supplemented by the sales agreement for the insured service, which you receive when you take out this policy.

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

### WHO IS THE INSURER?

AWP P&C - SA [corporation] with a share capital of €17,287,285.00, RCS [Register of Companies] Bobigny under No. 519 490 080, registered office: 7 rue Dora Maar - 93400 Saint-Ouen

A private company governed by the French Insurance Code.

### WHO IS THIS POLICY AIMED AT?

This policy is aimed at anyone who has booked SKI equipment hire on the website <u>www.intersport.fr</u>, and is subject to the terms and conditions below.

### WHAT ARE THE ELIGIBILITY CONDITIONS FOR THIS POLICY?

You must have your Home in Europe.

The policy must be taken out on the same day as the booking of the service booked.

### WHAT IS THE START DATE AND DURATION OF MY POLICY?

The cover applies to ski equipment hired from Intersport.

The policy is valid from the date of hire of the ski equipment from Intersport, with whom this policy is taken out.

The types of cover will be provided under the terms and conditions set out in the 'Administrative Provisions'.

### WHICH TYPES OF COVER ARE PROVIDED IN THE POLICY?

 The types of cover listed below are types of cover which appear in your sales agreement for the insured service and for which you have paid the corresponding premium.

TYPES OF COVER	Option 1
Traveller Assistance	
Curtailment of a snow activity	

• In order to find out the payment amounts and limits and the excesses for each type of cover, please take a look at the Cover Table. This table also includes a list of general exclusions, along with the specific exclusions for each type of cover.

### **KEY INFORMATION**

- You may or may not have a cancellation option after taking out this insurance policy. The terms and conditions for exercising this option are detailed in the 'Administrative Provisions' of the General Terms and Conditions in Article 3, 'Cancellation Option'.
- To avoid multi-insurance, in accordance with Article L112-10 of the French Insurance Code:

Please check that you do not already have cover protecting you against one of the risks covered under 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 is taken out at the same time as goods or services sold by a supplier are bought;
- · you can prove that you are already protected against one of the risks covered under the new policy;
- · the policy that you wish to cancel has not been fully implemented;
- · you have not submitted any claims covered by this policy.

In that instance, you can exercise your right to cancel this policy by letter or any other durable medium sent to the insurer for the new policy, along with a document proving that you already have cover protecting you against one of the risks covered in the new policy. The insurer will be required to reimburse you the premium that you have 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 for cancellation set out in your policy under Article 3 of the Administrative Provisions, '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 in accordance with the terms provided for in the 'Administrative Provisions' of the General Terms and Conditions in Article 12, 'Complaints handling procedures'.

### Need urgent medical assistance?

- Contact us (24 hours a day)
   On +33 (0) 1 42 99 02 02 (standard rate call)
- Deaf and hard-of-hearing access (24 hours a day) <u>https://accessibilite.votreassistance.fr</u>
- Please tell us: Your policy number Who needs assistance? Where? Why?
   Who is looking after the sick person? Where, when and how can the person be contacted?

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.

## GENERAL TERMS AND CONDITIONS FOR POLICY NO. 303 400

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## 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 for each type of cover.

ABROAD: any country, except for the country where the Insured Person resides, along with Countries Not Covered.

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

APPROVED ORGANISATION OR INTERMEDIARY: travel or transport professionals who deliver the insured service.

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.

COUNTRIES NOT COVERED: North Korea. An updated list of all Countries Not Covered is available on the Allianz Assistance website at the following address: <u>http://paysexclus.votreassistance.fr</u>

COVER THRESHOLD: minimum duration, amount or percentage which triggers the Insurer's assistance or the cover being implemented.

**DE FACTO SPOUSES:** two individuals who are neither married nor legally registered partners, but who have supporting documents to prove that they live at the same place of residence (a cohabitation certificate or, should they not have one, housing tax documentation, a bill for electricity, gas, water, insurance, or a rent receipt, etc.); and who can prove that they were living under the same roof from the date on which this policy is taken out and at the time of the Insured Event.

DEPARTURE: the date and time at which the services which have been booked and insured are intended to begin.

DISPUTE: conflict between the Insured Person and a Third Party resulting in enforcement of a right, fighting of a claim or defence before any court.

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

**EUROPE:** territories of the Member States of the European Union, located in geographical Europe, as well as the following territories and countries: Guadeloupe, Guyana, Martinique, Reunion, Saint Barthélemy (French part), Liechtenstein, the Principalities of Monaco and Andorra, Saint Martin (French part), Switzerland and the Vatican.

**EXCESS:** the share of the loss payable by the Insured Person when compensation is paid out for their claim. The Excess amounts for each type of cover are set out in the Cover Table.

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

FRANCE: Mainland France (including Corsica), Guadeloupe, Guyana, Martinique, Reunion, Saint Martin (French part) and Saint Barthélemy.

HOME: usual place of residence situated in Europe which determines the Insured Person's exercise of their civic rights.

ILLNESS: any change in of a person's health condition as diagnosed by a Doctor.

INSURANCE PERIOD: validity period for this policy.

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

**INSURED PERSON(S):** the person(s) listed in the sales agreement for the insured service, provided that their Home is situated in Europe.

**INSURER:** AWP P&C, hereinafter referred to by its trade name Allianz Assistance, i.e. the Insurer with whom this insurance policy has been taken out.

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

MAINLAND FRANCE: European territory belonging to France (including the islands located in the Atlantic Ocean, the English Channel and the Mediterranean), except for any French overseas department, region, local authority, territory and country.

OFF-PISTE SPORTS: participation in a snow sport or leisure activity in areas not marked out, monitored or prepared by the safety services at winter sports resorts.

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

POLICYHOLDER: the signatory of the sales agreement for the insured service, who thereby agrees to pay the corresponding insurance premium.

SERVICE CHARGES: charges levied when air travel is booked and billed by the approved Organisation or Intermediary.

SPORTS OR LEISURE ACTIVITY: participation in any amateur sports or leisure activity connected with the Sports or Leisure Activity course or package featuring in the Trip booking form, and insured under this policy. Any official competition, whether amateur or professional, is not deemed a Sports or Leisure Activity.

SUBROGATION: process by which the Insurer replaces the Insured Person in their rights and legal actions against any party liable for their damages in order to obtain reimbursement of the sums that the Insurer has paid to the Insured Person following an Insured Event.

### The Azores, the Canary Islands and Madeira are not included in this definition.

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

## POLICY TERRITORY

Your policy cover applies to all ski equipment hired from Intersport at French ski resorts.

## **COVER TABLE**

**INSURED EVENTS** 

COVER AMOUNTS AND LIMITS

EXCESSES OR COVER THRESHOLDS

### TRAVELLER ASSISTANCE

### ASSISTANCE DURING THE TRIP

<ul> <li>Repatriation Assistance</li> </ul>		
<ul> <li>Arranging and paying for returning the Insured Person to their Home or transporting them to a hospital</li> </ul>	Actual costs	
<ul> <li>Assistance to the Insured Person's minor children or their disabled adult children</li> </ul>		
<ul> <li>Arranging and paying for returning the Insured Person's minor children or disabled adult children to their Home when the Insured Person is repatriated</li> </ul>	Actual costs	
<ul> <li>Arranging and paying the cost of a travel companion's return fare for repatriating minor children or disabled adult children when the Insured Person is hospitalised locally</li> </ul>	Actual costs	
Local emergency hospitalisation	Up to the following limits, per Insured	N/A
<ul> <li>expenses (*)</li> <li>The Insured Person is registered with a basic social security scheme:</li> <li>direct payment subject to reimbursement by the Insured Person of the amounts received from welfare agencies</li> </ul>	Person and per Insurance Period: • €15,000	
<ul> <li>the Insured Person is not registered with a basic social security scheme:</li> </ul>	• €15,000	
<ul> <li>advance</li> <li>(*) Non-accumulation of the maximum amounts provided for in the 'Local emergency hospitalisation expenses' cover and the 'Emergency medical expenses, paid locally by the Insured Person (including Emergency Dental Care Expenses)' cover.</li> </ul>		

INSURED EVENTS	COVER AMOUNTS AND LIMITS	EXCESSES OR COVER THRESHOLDS
<ul> <li>Emergency medical expenses paid locally by the Insured Person (*)         <ul> <li>Reimbursement of Emergency Medical Expenses incurred by the Insured Person (excluding Emergency Dental Care Expenses)</li> <li>Reimbursement of Emergency Dental Care Expenses incurred by the Insured Person</li> <li>(*) Non-cumulation of the maximum amounts provided for in the 'Emergency medical expenses, paid locally by the Insured Person (including Emergency Dental Care Expenses)' cover and the 'Local emergency hospitalisation expenses' cover.</li> </ul> </li> </ul>	Up to the following limits, per Insured Person and per Insurance Period: • €15,000 • €300	Excess per insurance period: <b>€46</b>
Frais de recherche et/ou de secours     Search Expenses	Up to the following limits: • Per Insured Person and per Insurance Period: €15,000	N/A
- Rescue Expenses	<ul> <li>Per Insured Person and per Insurance Period: €15,000</li> </ul>	
Assistance should the Insured     Person die		
- transporting the body	Actual costs	
<ul> <li>funeral expenses</li> </ul>	Up to a limit of <b>€1,525</b> per Insured Person	N/A
<ul> <li>additional costs of transporting insured members of the deceased person's family or an insured travel companion</li> </ul>	Actual costs	
Providing a driver for returning the Insured Person's vehicle	Driver's salary and travel costs	N/A
CURTAILMENT OF A SNOW ACTIVITY		
Curtailment of a snow activity	Payment of compensation equal to the cost of unused 'snow activity' days for ski passes, lessons and equipment hire, up to a limit of €300 per Insured Person and per Insured Event.	N/A

## **GENERAL EXCLUSIONS**

In addition to the specific exclusions appearing for each type of cover and any exclusions appearing in the definitions, the Insurer will never insure the consequences of the following circumstances and events:

- 1. deliberate damage of any kind caused or instigated by the Insured Person or with their complicity, or following gross negligence or wilful misconduct by the Insured Person (Article L113-1(2) of the French Insurance Code), except in cases of self-defence or in order to assist a person in danger;
- 2. criminal convictions against the Insured Person;
- 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;
- damage resulting from a Civil War or Foreign War, acts of terrorism, riots, civil unrest, coups d'état, hostagetaking or strikes, unless otherwise listed in the cover;
- civil or military use of a nuclear reaction, i.e. transforming atom nuclei, 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 atom nuclei;
- incidents for which the Trip organiser may be liable under Title I of the French statute no. 2009-888 dated 22 July 2009 on the development and modernisation of tourist services, or the transportation operator, unless otherwise stated in the cover;
- 8. failure by the Insured Person to comply with the safety rules imposed by the transportation operator or any rule decreed by the local authorities;
- 9. failure by the Insured Person to comply with bans issued by the local authorities;
- 10. restriction of free movement of persons and goods, airport closures and border closures.

The following will also be excluded:

- 11. damage which occurred before this policy was taken out;
- 12. the consequences of:
  - · nfectious 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 quaraintine or specific preventive or monitoring measures or recommendations by the international or local health authorities;
  - natural and/or human pollution.

## TYPES OF COVER UNDER THE POLICY

### TRAVELLER ASSISTANCE

### SPECIFIC DEFINITIONS FOR THIS COVER

ACCOMMODATION EXPENSES: additional hotel expenses and costs of telephone calls to Allianz Assistance, excluding costs for food and beverages.

**EMERGENCY DENTAL CARE EXPENSES:** expenses for emergency dental care, as defined by the Allianz Assistance Medical Department.

FUNERAL EXPENSES: expenses for initial preservation, handling and placement in coffin, specific transportation arrangements, preservation required by law, preparation and the simplest coffin, required for transportation and complying with local legislation, excluding expenses for burial (or cremation), embalming and the ceremony.

HOME CARE: requirement to stay completely at Home, hereinafter 'Home Care', or at the Holiday accommodation, following a visit by a Doctor and a medical certificate being issued.

JOURNEY: route taken from the Departure location to the destination stated on the travel ticket, irrespective of the types of transport or number of transports involved.

MEDICAL EXPENSES: medically prescribed pharmaceutical, surgical, practitioner's and hospital expenses required for diagnosing and treating an Illness.

**RESCUE EXPENSES:** transport expenses following search operations (after the Insured Person is found) from the place where the Accident occurred to the closest medical facility.

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

Definitions of terms common to all types of cover are listed in the 'General Definitions' chapter at the beginning of this policy.

### ADVICE TO TRAVELLERS

- ► Before the trip:
- · Check that this policy covers the chosen destination and the duration of the insured service in question;
- · Find out which identity documents are required to enter the country visited (identity card, passport, visa) as well as health
- conditions;
- · Take the necessary documentation (vaccination record and medical insurance);
- Obtain the documents that you will need to take to cover medical expenses during the Trip from your Medical Benefit Fund: European Health Insurance Card or a specific form, depending on the country.
- If you are receiving treatment, take sufficient medication, and in greater quantities than required for the duration of the Trip, should your return be delayed, specifically.

### During the trip:

- Keep your medication and prescriptions in your hand luggage so that you can continue to receive treatment if the baggage that you check in with the transportation operator is delayed or lost;
- Keep separate photocopies of both sides of your identity documents and payment cards. These photocopies will be useful should you lose them or should they be stolen.



### PLEASE NOTE

### Minors

Some types of holiday and some destinations are inappropriate for very young children. In view of the risks of them being affected by the transport duration and conditions, the health situation, or even the climate, the family doctor or paediatrician should be consulted when planning the Trip.

Each minor child living in France and travelling abroad alone or accompanied must carry, in addition to their valid identity papers, an authorisation to leave the territory issued by one of their legal representatives.

Allianz Assistance may not, under any circumstances, be held liable for any delay caused by the need to regularise a minor's administrative situation during repatriation.

### Pregnant women

Due to risks that may endanger the health of women in advanced stages of pregnancy, airlines apply restrictions which vary from company to company, and which may change without notice. These can involve a medical assessment no more than forty-eight (48) hours before departure, presenting a medical certificate, requesting the company's medical approval and more.

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

### 1. ASSISTANCE SERVICES

### Assistance during the trip

As soon as the Insured Person calls on the Assistance service of Allianz Assistance, decisions regarding the nature, suitability and organisation of measures to be taken are the exclusive responsibility of Allianz Assistance.

Assistance should the Insured Person sustain an Illness or an Accidental Bodily Injury, or die

### 1.1. Repatriation Assistance

If the health of the Insured Person requires repatriation, Allianz Assistance offers the following assistance:

### · Arranging and paying for returning the Insured Person to their Home or transporting them to a hospital

Allianz Assistance organises and pays for the return of the Insured Person to their Home in Europe or transport to the nearest and/or most suitable hospital for the care they need.

In this case, if the Insured Person so wishes, Allianz Assistance may then organise return to their Home in Europe, as soon as their health allows.



### PLEASE NOTE

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

Allianz Assistance doctors will consult with local medical institutions and, if necessary, the Insured Person's regular Doctor, to gather information enabling them to make the best decisions for their health.

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

Only the medical interests of the Insured Person and compliance with health laws in effect will be taken into consideration when making decisions regarding transport, transport methods and the location for any possible hospitalisation.

If the Insured Person refuses to comply with the decisions taken by the Allianz Assistance medical department, they absolve Allianz Assistance of any liability in relation to the consequences of this, particularly in case of return by their own means or deterioration of their health, and lose all rights to benefits and compensation from Allianz Assistance.

Moreover, Allianz Assistance may not, under any circumstances, replace local emergency services, or pay the costs incurred, except for those covered under 'Search and/or Rescue Expenses'.

### 1.2. Assistance for the Insured Person's minor children or their disabled adult children

Arranging and paying for returning the Insured Person's minor children or disabled adult children to their Home
When the Insured Person's health requires repatriation, Allianz Assistance, following the agreement of its medical
department, will also arrange and pay transport costs for the return Home of their dependent minor children or disabled
adult children who were travelling with them if there are no other adult family members with them.

### Arranging and paying the cost of a travel companion's return fare for repatriating the Insured Person's minor children or disabled adult children

When the Insured Person is hospitalised locally as an emergency while accompanied by at least one of their dependent minor or disabled adult children, and no other adult family member is with them, Allianz Assistance will pay for the return Journey of a person of their choice residing in Europe to come and collect them.

The costs for accommodation, meals and beverages for the person chosen to return the above-mentioned children will be borne by the Insured Person.

### 1.3. Local emergency hospitalisation expenses

## • When the Insured Person belongs to a basic social security scheme or is registered with an insurance organisation:

In the event of Accidental Bodily Injury and/or Illness requiring local hospitalisation of the Insured Person, Allianz Assistance may pay unforeseen emergency hospitalisation expenses, following the agreement of its medical department and up to the amounts shown in the Cover Table.

In this case, the Insured Person must take all the necessary steps to have these expenses reimbursed by their basic social security scheme or insurance plan and **immediately reimburse Allianz Assistance for the full amount received.** Otherwise, Allianz Assistance will be entitled to claim costs and interest at the statutory rate.

In order to be eligible for this service, the Insured Person must belong to a primary health insurance plan.

This service ceases on the day on which the Allianz Assistance medical department deem that the Insured Person can be repatriated.

## • When the Insured Person does not belong to a basic social security scheme or is not registered with an insurance organisation:

In the event of Accidental Bodily Injury and/or Illness requiring local hospitalisation of the Insured Person, Allianz Assistance may pay an advance for unforeseen emergency hospitalisation expenses and treatment prescribed in agreement with the Allianz Assistance medical department, up to the limit shown in the Cover Table.

In this case, the Insured Person undertakes to repay this advance to Allianz Assistance within three (3) months of the date of their return from the Trip. After this period, Allianz Assistance will be entitled to claim costs and interest at the statutory rate, as well as the amount of the advance.

This advance is conditional on preparation of a promissory note.

This service ceases on the day on which the Allianz Assistance medical department deem that the Insured Person can be repatriated.

### 1.4. Emergency Medical Expenses Paid Abroad by the Insured Person



### PLEASE NOTE

If the Insured Person pays emergency medical expenses locally, Allianz Assistance will reimburse these Expenses up to the limit shown in the Cover Table.

In order to receive this reimbursement, the Insured Person must belong to a primary health insurance plan covering them for medical costs occurring locally for the entire duration of this policy.

The Insured Person must be able to provide Allianz Assistance with the original reimbursement claims or letters of refusal from the organisations on which they depend.

Up to the amount limits appearing in the Cover Table, after the Excess appearing in this table is deducted:

## Reimbursement of Emergency Medical Expenses incurred by the Insured Person (excluding Emergency Dental Care Expenses)

When the Insured Person incurs medical or hospitalisation expenses abroad, Allianz Assistance will reimburse the expenses for which they remain liable (excluding emergency dental care expenses) following payment by their basic social security scheme or health insurance plan.

### · Reimbursement of Emergency Dental Care Expenses incurred by the Insured Person

Allianz Assistance will reimburse the Insured Person for emergency dental care expenses incurred locally, remaining payable by them following payment by their basic social security scheme or health insurance plan.

### 1.5. Search and/or Rescue Expenses

On receipt of the original bill settled by the Insured Person, Allianz Assistance will reimburse them for search and/or rescue expenses for operations carried out at the time of the disappearance or Accidental Bodily Injury, up to the limit shown in the Cover Table.

As part of their sports activity, Allianz Assistance will reimburse the Insured Person, on presentation of supporting documents, for search and/or rescue expenses for operations carried out at the time of disappearance and/or Accidental Bodily Injury, up to the limit shown in the Cover Table.

### 1.6. Assistance should the Insured Person die

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

- transportation of the body from the place of death to the funeral director's premises in the place of burial (or cremation) in Europe;
- Funeral Expenses, up to the limit appearing in the Cover Table;
- additional expenses for transporting the insured family members of the deceased or an insured travel companion, providing that the originally planned transportation method for their return to Europe can no longer be used.
   This cover may not be combined with the 'Arranging and paying the cost of a travel companion's return fare for repatriating the Insured Person's minor children or disabled adult children' cover provided for in Article 1.2

### 1.7. Providing a driver for returning the Insured Person's vehicle

When, following an Illness or Accidental Bodily Injury, the health of the Insured Person no longer allows them to drive their vehicle to return to their Home in Europe and none of the accompanying passengers can replace them, Allianz Assistance will provide a driver to return the vehicle to their Home in Europe by the quickest route.

The cost of parking and/or securing the vehicle whilst waiting for the driver will be paid by the Insured Person. The Insured Person's accommodation and food and drink expenses, as well as the costs of fuel, tolls and parking, will be paid by the Insured Person.

This cover is provided to the Insured Person if their car is in perfect working order, complies with the rules of the national and international highway code and meets the mandatory technical inspection standards.

### 2. COVER EXCLUSIONS

In addition to the 'General Exclusions' listed at the start of this policy and any exclusions stated in the definitions, the following are also excluded:

### ► For all types of assistance cover:

- 2.1. expenses incurred without the prior agreement of the Assistance service of Allianz Assistance;
- 2.2. the consequences of any incident relating to air travel booked by the Insured Person, operated by an airline that is blacklisted by the European Commission, regardless of the origin and destination locations;
- 2.3. the consequences of pre-existing, diagnosed and/or treated Illnesses or injuries, as well as elective surgery that required continuous or one-day hospitalisation, or outpatient treatment, in the six (6) months prior to the assistance request;
- 2.4. the consequences of an unstable illness that is currently being treated, from which the Insured Person is convalescing, as well as illnesses occurring during the insured service for the purposes of diagnosis and/ or treatment;
- 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 the transport set out in Article 1.1 'Repatriation Assistance' for minor ailments or injuries that can be treated locally and do not prevent the Insured Person from continuing their insured service;
- 2.7. voluntary termination of pregnancy, childbirth or in vitro fertilisation and their consequences, as well as pregnancies leading to hospitalisation in the six (6) months prior to the assistance request;
- 2.8. the Insured Person participating in any sport as part of an official competition or as a professional or under a paid contract, including preparatory training;
- 2.9. failure by the Insured Person to comply with official prohibitions and safety rules related to practising a sports activity;

- 2.10. the consequences of an Accident occurring when the Insured Person participates in one of the following sports or leisure activities, whether individually or as part of an activity organised by a sports federation: kitesurfing, skeleton, bobsleigh, ski jumping, any off-piste sports, rock climbing above 3,000 m, rock climbing, caving, hang-gliding, gliding, paragliding, any parachuting activity and any sport practised with or from an ultralight motorised aircraft in accordance with the Civil Aviation Code;
- 2.11. the consequences of an Accident occurring when the Insured Person does bungee jumping and underwater diving with independent equipment when the activity is not organised by an approved professional;
- 2.12. expenses not explicitly mentioned as reimbursable, in addition to any expense for which the Insured Person is unable to provide a receipt.
  - Under the Charges for Emergency Hospitalisation Abroad cover and Emergency Medical Expenses Paid Abroad by the Insured Person cover, the following are also excluded:
- 2.13. the costs of spa treatment, heliotherapy, weight-loss treatments, any elective or cosmetic treatment and physiotherapist fees, as well as expenses for care or treatments not resulting from a medical emergency;
- 2.14. expenses for implanting internal, ocular, dental, hearing, functional or other prostheses, as well as expenses for the devices;
- 2.15. vaccination expenses;
- 2.16. expenses resulting from care or treatment, the therapeutic nature of which is not recognised by French law;
- 2.17. expenses charged by local rescue agencies, excluding expenses covered by the 'Search and/or Rescue Expenses' cover;
- 2.18. medical expenses incurred Abroad, when the Insured Person, on sick leave, has not obtained prior approval from their health insurance agency to travel Abroad.

### 3. WHAT THE INSURED PERSON MUST DO IN THE EVENT OF A CLAIM

### 3.1. In order to request assistance

The Insured Person or a Third Party must contact Allianz Assistance:



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

· From France on 01 42 99 02 02 (standard rate call) or

• From outside France on +33 (1) 42 99 02 02

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 contact them, as well as the contact information for the
  persons who are looking after them,

and allow Allianz Assistance doctors access to all medical information on the person who requires assistance from Allianz Assistance.

### 3.2. For a reimbursement claim

In order to receive reimbursement of expenses paid by the Insured Person with the agreement of Allianz Assistance, the Insured Person must provide Allianz Assistance with all the supporting documents that will enable it to determine the validity of the claim,



 either by post, to the address set out in Article 9 'Address for sending supporting documents to be provided should a claim be made' of the 'Administrative Provisions'

 or by telephone, from Monday to Friday, between 9:00 am and 5:30 pm (Mainland France time zone):

> If you are in France: 01 42 99 08 83 (standard rate call) or From outside France: +33 (1) 42 99 08 83

Services that were not requested in advance and were not arranged by Allianz Assistance are non-refundable and do not give rise to compensation.

### 4. ALLIANZ ASSISTANCE INTERVENTION LIMITS

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

Its services may only be provided once approval has been obtained from the relevant administrative authorities.

Moreover, Allianz Assistance cannot be held liable for delays or impediments to the performance of the agreed services as a result of a case of force majeure or events such as strikes, riots, civil unrest, restrictions on free movement of goods and persons, sabotage, terrorism, civil or foreign war, known political instability, reprisals, embargoes, economic sanctions (list of restrictive measures for each country available on the website of the French Ministry of the Economy and Finance: https://www.tresor.economie.gouv.fr/Ressources/sanctions-financieres-internationales), consequences of the effects of radioactive sources, 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/.



### PLEASE NOTE

Allianz Assistance will arrange and pay for the insured transport of the Insured Person up to the limit of the cost of first-class train and/or economy-class plane tickets, or suitable medical transportation.

In all cases, Allianz Assistance takes ownership of any transport tickets not used by the Insured Person. The latter undertakes to return these to Allianz Assistance or to transfer to them the reimbursement obtained from the Approved Trip Organisation or Intermediary.

### 5. SUPPORTING DOCUMENTS TO BE PROVIDED

According to the assistance services implemented, Allianz Assistance will inform the Insured Person of the supporting documents that must be provided to support their claim:

COVERED SERVICES	SUPPORTING DOCUMENTS TO BE PROVIDED
Traveller Assistance	<ul> <li>the original used or unused transport tickets (including boarding passes for flights),</li> <li>a death certificate, if applicable,</li> <li>a copy of an official administrative document substantiating the family relationship to the Insured Person, if applicable,</li> <li>any other supporting documents requested by Allianz Assistance.</li> </ul>
Reimbursement of Medical Expenses	<ul> <li>bank account details,</li> <li>copy of the booking form for the insured service,</li> <li>copies of the medical bill(s) paid by the Insured Person,</li> <li>a copy of the Social Security reimbursement claim,</li> <li>the original reimbursement claim from the insurance company,</li> <li>any other supporting documents requested by Allianz Assessment after assessment of the claim.</li> </ul>
Reimbursement for Search/ Rescue Expenses	<ul> <li>bank account details,</li> <li>copy of the booking form for the insured service,</li> <li>the original paid invoice for the Search / Rescue expenses,</li> <li>any other supporting documents requested by Allianz Assistance.</li> </ul>

### **CURTAILMENT OF A SNOW ACTIVITY**

### **DEFINITION SPECIFIC TO THIS COVER**

CURTAILMENT OF A SNOW ACTIVITY: early termination of any snow activity following an Insured Event.

Definitions of terms common to all types of cover are shown in the chapter 'Definitions common to all types of cover', at the beginning of this policy.

### 1. PURPOSE OF THE COVER

The Insurer covers, up to the limits stated in the Cover Table, the payment of compensation in the event of curtailment of the snow activity insured under this policy, for one of the following Insured Events:

- · medical repatriation of the Insured Person, arranged by Allianz Assistance;
- · an Illness or Accidental Bodily Injury of the Insured Person preventing them from practising the insured Snow Activity;
- lack of or excess snow, when this occurs in French ski resorts located at an altitude of more than 1,500 metres, between 15
  December and 15 April, and results in the closure of more than two-thirds of the ski lifts normally in use at the destination resort,
  for at least two (2) consecutive days, within the five (5) days prior to your departure.

### 2. AMOUNT AND MEANS OF COMPENSATION

Compensation is equal to the cost of unused full days of the Snow Activity passes.

It is due from the day following the total cessation of the insured activities.

Compensation is calculated on the basis of the total price per person of the Snow Activity passes, per Insured Person and up to the limit shown in the Cover Table.

The basis for calculating the compensation varies based on the type of insured service:

### · For ski equipment hire:

The Insurer reimburses ski equipment hire, up to the limits set out in the Cover and Excess Amounts Table, on a pro-rata basis.

· For ski lift passes:

The Insurer reimburses ski lift passes up to the limits stated in the Cover Table, on a pro-rata basis.

### · For ski lessons:

The Insurer reimburses insured, unused ski lessons, up to the limits set out in the Cover and Excess Amounts Table, from the same day as one of the events covered in Article 1. 'Purpose of the cover'.

Administration fees, tips, insurance premiums and reimbursements or compensation granted by the Approved Organisation or Intermediary from whom the Insured Person purchased their snow activity will be deducted from the compensation.

### 3. COVER EXCLUSIONS

In addition to the 'General Exclusions' shown at the beginning of this policy and any exclusions shown in the definitions, the consequences of events not provided for in Article 1, 'Purpose of the Cover', are also excluded.

### 4. WHAT THE INSURED PERSON MUST DO IN THE EVENT OF A CLAIM

The Insured Person must submit a claim to the Insurer within five (5) working days of the day on which they became aware of it, except in the case of an act of God or force majeure:



To facilitate the claim and optimise processing of the case, we recommend reporting the event on the following website:  $\frac{https://indemnisation.allianz-assistance.fr}{fr}$ 

The Insured Person can track the progress of their case 24/7 by logging on to the website.

The Insured Person can also contact the Insurer by telephone from Monday to Friday between 9.00 a.m. and 6.00 p.m. (Mainland France time zone):

- From France (if the Insured Person's current location is in France) - 01 42 99 03 95 (standard rate call) for French speakers
  - 01 42 99 03 97 (standard rate call) for non-French-speaking Insured Persons
- Outside France (if the Insured Person's current location is not in France)
  - -+33 (1) 42 99 03 95 for French speakers
  - -+33 (1) 42 99 03 97 for non-French-speaking Insured Persons

### PLEASE NOTE

In the case of Curtailment of a Sports or Leisure Activity as a result of an Illness, an Accidental Bodily Injury or one of the covered exceptional climatic events, the Insured Person must call Allianz Assistance in order to obtain the prior agreement to the reimbursement:

From France on 01 42 99 02 02 (standard rate call) or

From outside France on +33 (1) 42 99 02 02

24 hours a day, 7 days a week

### 5. SUPPORTING DOCUMENTS TO BE PROVIDED

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### PLEASE NOTE

It is the Insured Person's responsibility to prove that all of the conditions required for implementation of this 'Curtailment of a snow activity' cover have been met, based on the supporting documents referred to below.

These documents and any information provided by the Insured Person will help to prove the damage sustained and to assess the amount of compensation due.

If no supporting documents are provided or if the supporting documents do not provide material proof of the damage sustained, the Insurer will be entitled to refuse the Insured Person's reimbursement claim.

INSURED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
IN ALL CASES	<ul> <li>bill for the insured service,</li> <li>bank account details,</li> <li>Allianz Assistance claim number under which the Insured Person obtained authorisation to interrupt the snow activity, or</li> <li>any other supporting documents requested by the Insurer after the claim has been assessed.</li> </ul>

### 1. LEGISLATION GOVERNING THE POLICY AND WHERE IT IS TAKEN OUT

This policy is governed by the French Insurance Code, except for the Assistance Cover, and the General Terms and Conditions.

This policy has been drawn up in French and is governed by French law.

Since it involves transactions carried out on a website hosted in France, the virtual space made up of the web pages of the site <u>www.intersport.fr</u> is deemed to be located in French territory 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 they normally live.

### 2. PROCEDURES FOR TAKING OUT THIS POLICY, ENTRY INTO EFFECT AND TERMINATION OF COVER

### a. Procedures for taking out this policy and its entry into effect

The policy must be taken out on the day of booking of the ski equipment. This policy will enter into force when it is taken out.

### b. Entry into effect and termination of cover

The cover will start:

 for the 'Traveller Assistance' cover: as soon as the Insured Person leaves the place of Departure for the insured service (maximum twenty-four (24) hours before the Departure date indicated on the sales agreement for the insured service and after payment of the premium at the earliest).

It ends twenty-four (24) hours at most after the end of the insured service, the date of which is on the sales agreement for the insured service.

 for the 'Curtailment of a snow activity' cover: at 00:00 on the Departure date indicated on the sales agreement for the insured service and after payment of the premium by the Insured Person at the earliest.

It ends twenty-four (24) hours after the return time indicated on the sales agreement for the insured service.



### PLEASE NOTE

When the Insured Person cancels their insured service, they may not benefit from the other types of cover provided in this policy.

### 3. CANCELLATION OPTION

The Insured Person may exercise a cancellation option defined in Articles L112-2-1 and L112-10 of the French Insurance Code after taking out an insurance policy, in the cases provided for below:

### a. Cancellation option

### 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 of the conclusion of this policy.

### · Remote sales

Under Article L112-2-1 of the French Insurance Code, a cancellation option applies to insurance policies taken out remotely, in particular insurance policies sold online, when the parties to the policy are not physically together at the same time, not involved in a door-to-door sale 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.

### b. Procedure for exercising the cancellation option

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, duly completed, dated and signed, to INTERSPORT within fourteen (14) calendar days of the date of conclusion of this policy:

· either by e-mail to the following e-mail address: reservation@intersport.fr

· or by registered letter with acknowledgement of receipt, to the following address:

### INTERSPORT SERVICES

### 2 Rue de l'Industrie

### 91 160 LONGJUMEAU

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

«I, the undersigned, first name, surname, 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).

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

When cancelling on the grounds of multi-insurance, the Insured Person must enclose, along with their request, supporting documents substantiating 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 the date that it takes effect. The Insured Person will be reimbursed the corresponding premium within thirty (30) days of the date on which their cancellation request is received.

The cancellation option may not be exercised if the Insured Person has implemented this cover in this insurance policy as part of a Claim submitted within fourteen (14) calendar days, and, as a result, no premium will be reimbursed in such a case.

### 4. CUMULATIVE INSURANCE

If the Insured Person is covered for the same risks with other insurance companies, they must inform the Insurer and provide them with their contact information and the scope of their cover, under Article L121-4 of the French Insurance Code.

The Insured Person may receive compensation for their damage by contacting the Insurer of their choice.

These provisions do not apply to assistance services.

### 5. SUBROGATION IN THE INSURED PERSON'S RIGHTS AND ACTIONS

In return for payment of the compensation and up to the amount of this compensation, the Insurer will become the beneficiary of the rights and legal actions that the Insured Person had against any party liable for the Claim, under Article L121-12 of the French Insurance Code.

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

These provisions do not apply to assistance services.

### 6. APPLICABLE PENALTIES SHOULD THERE BE MISREPRESENTATION WHEN TAKING OUT THE POLICY

- Any non-disclosure or intentional misrepresentation by the Insured Person in the statement of risk is punishable by the policy being rendered null and void under the conditions set out in Article L113-8 of the French Insurance code.
- Any omission or inaccurate statement by the Insured Person when their bad faith has not been proven will be punished under the conditions set out in Article L113-9 of the French Insurance Code:
  - if it is ascertained before any Claim: the Insurer will be entitled either to uphold this policy with an increase in the premium, or to terminate the policy within ten (10) days by registered letter, by reimbursing the overpayment of the premium.
  - if it is only ascertained after the Claim: 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 fully and accurately.

### 7. APPLICABLE PENALTIES SHOULD THERE BE INTENTIONAL MISREPRESENTATION ON THE DATE 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 any entitlement to benefits or compensation for this Claim being lost.

### 8. PERIOD OF LIMITATION

The provisions relating to the period of limitation for legal action 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 will be covered by a period of limitation of two years from the event giving rise to it.

However, this period will run:

1) Should there be non-disclosure, omission or misrepresentation in relation to the risk, only from the date on which the insurer became aware of it;

2) Should there be a claim, only from the date on which the interested parties became aware of it, if they prove that they were unaware of it until then.

When the action by the insured person against the insurer is due to a third-party claim, the period of limitation runs only from the date on which the third party filed legal proceedings against, or was paid compensation by, the insured person.

The period of limitation is increased to ten years for 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 of paragraph (2), the actions of the beneficiary are covered for no more than thirty years from the death of the Insured Person."

· Article L 114-2 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. The interruption of the period of limitation may, furthermore, result from the sending of a registered letter 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 relating to payment of compensation."

· Article L 114-3 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 change the duration of the period of limitation, or add to the grounds for the suspension or interruption thereof."

### Additional information:

The ordinary grounds for interrupting the period of limitation are set out in Articles 2240 et seq. of the French Civil Code, including: recognition by the debtor of the right of the person against whom they were claiming, legal action, even in summary proceedings, and the act of compulsory enforcement.

For a full list of ordinary grounds for interrupting the period of limitation, please refer to the aforementioned articles of the French Civil Code.

### 9. ADDRESS FOR SENDING SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM

Supporting documents for each of the following types of cover should be sent to the addresses below:

'Curtailment of a snow activity' cover	'Traveller Assistance' cover
AWP France SAS Service Indemnisation Assurances DOP01 7 rue Dora Maar CS 60001 93488 Saint-Ouen Cedex	AWP France SAS Service Relations Clientèle - RELAC01 7 rue Dora Maar CS 60001 93488 Saint-Ouen Cedex

### 10. DAMAGE ASSESSMENT

The causes and consequences of the Claim will be assessed by mutual agreement and, if not, by jointly agreed expert assessment, subject to the respective rights of the Insurer and the Insured Person. The fees for this expert assessment will be shared between the parties.

If the parties are unable to agree on selecting the third-party expert, the Presiding Judge of the Tribunal de Grande Instance [Regional Court] of the region of the Place of Residence of the Policyholder will appoint one.

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.

### **11. SETTLING CLAIMS**

### a. Calculating the compensation

When the invoices provided are not denominated in euros, the compensation amount will be based on the exchange rate which applies on the date on which the compensation is calculated.

### b. Time period

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

### 12. COMPLAINTS HANDLING PROCEDURES

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

Should there be a dispute about the solutions put forward, the Insured Person may send a complaint to the following address:

### reclamation@votreassistance.fr

(Or send a letter to AWP France SAS, Service Réclamations, TSA 70002 - 93488 Saint-Ouen Cedex)

The Insured Person will receive an acknowledgement of receipt within ten (10) working 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 after the date on which the complaint is received, unless special circumstances arise; in that event, the Insurer will keep the Insured Person informed.

If the Insured Person is still not satisfied with how their complaint has been handled, they may then refer the matter to the independent ombudsman, using the following contact details:

### La Médiation de l'Assurance

#### http://www.mediation-assurance.org

### LMA

### TSA 50110

### 75441 Paris Cedex 09

The Insured Person's request to La Médiation de l'Assurance must, if necessary, be made within one (1) year of their written complaint to AWP P&C at the latest.

Insurance companies belonging to the FFA have established a system to enable Insured Persons and third parties to access a mediation procedure for settling their disputes. This system is governed by the Insurance Mediation Charter.

The Insured Person may always take any other legal action.

If the Insured Person takes out the insurance policy online, they can use the European Commission's Online Dispute Resolution (RLL) platform as a consumer, using the following link: <u>http://ec.europa.eu/consumers/odr.</u>

### 13. LEGAL JURISDICTION

AWP P&C registers as its address for service: 7 rue Dora Maar - 93400 Saint-Ouen.

Any disputes raised against AWP P&C in relation to this policy will be exclusively submitted to the competent French courts and all notices should be sent by registered post with acknowledgement of receipt, to the address set out above.

### 14. PERSONAL DATA PROTECTION

The processing of personal data is governed by the Amended French Law on Data Protection and Civil Liberties of 6 January 1978 and Regulation (EU) 2016/679 of 27 April 2016 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 is the data controller for the personal data collected with a view to taking out, managing and performing policies.

These data will be kept for the period necessary for the performance of the policy and in accordance with the provisions relating to the period of limitation. Their use will be restricted to assistance service and/or insurance cover managers and they may be disclosed to data processors, located outside the European Union.

Under the legislation and regulations applicable in data protection matters, the Insured Person may exercise their right to access the data about them and to have them corrected by contacting:

### informations-personnelles@votreassistance.fr

For more information, please see the Privacy Statement explaining, among other things, how and why personal data are collected. The most recent version was given to the Insured Person when the policy was taken out.

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

### **15. 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 92459,

75436 Paris Cedex 09

www.acpr.banque-france.fr

### **16. LEGAL INFORMATION**

The insurance cover is provided by: AWP P&C,

Société anonyme [corporation] with a share capital of €17,287,285, Bobigny RCS [Register of Companies] under No. 519 490 080, registered office: 7 rue Dora Maar - 93400 Saint-Ouen

A private company governed by the French Insurance Code.

Assistance services are carried out by AWP FRANCE SAS

Société par actions simplifiée [simplified joint-stock company] with capital of €7,584,076.86, Bobigny RCS [Register of Companies] No. 490 381 753, registered office: 7 rue Dora Maar - 93400 Saint-Ouen insurance brokerage company - ORIAS No. 07 026 669 - <u>http://www.orias.fr/</u>

Referred to above under its trade name 'Allianz Assistance'.

## **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 [French insurance industry regulatory authority, ACPR], offering insurance products and services. Protecting your privacy is our number one priority. This Privacy Statement will explain 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 doing so, we may be required to collect and process 'sensitive personal data' about you.

### PLEASE NOTE

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 MY PERSONAL DATA COLLECTED AND PROCESSED?

We will collect and process the personal data that you send to us and personal data that we receive from third parties (as explained below) for a number of purposes and providing that you explicitly consent to this, unless this is not required by applicable laws and regulations, as stated below:

PURPOSE	IS MY EXPLICIT CONSENT NECESSARY?
Getting a quotation and taking out the insurance policy	<ul> <li>No, as these processing activities are required for implementing the insurance policy to which you are party and for taking the required measures prior to entering into this policy.</li> </ul>
Administration for the insurance policy (such as handling complaints, investigations and estimates required for establishing that the Insured Event occurred and the amount of compensation to be paid or the type of assistance to be provided)	<ul> <li>Yes, if necessary. However, in circumstances where we need to process your personal data for handling your complaint, we will not request your explicit consent.</li> </ul>
<ul> <li>In order to conduct quality checks on the services provided, in order to ascertain, and ideally improve, your level of satisfaction</li> </ul>	<ul> <li>No. We have a legitimate interest in contacting you after handling a request or providing a service so that we can make sure that we have fulfilled our contractual obligations to your satisfaction. However, you will be entitled to object to this by contacting us as set out in section 9 below.</li> </ul>
<ul> <li>In order to meet all statutory obligations (such as obligations deriving from laws relating to insurance policies and insurance activities, regulations on tax, accounting and administrative obligations)</li> </ul>	<ul> <li>No, as these processing activities are specifically and legally authorised.</li> </ul>

PURPOSE	IS MY EXPLICIT CONSENT NECESSARY?
<ul> <li>For monitoring purposes, in order to adhere to statutory obligations or internal procedures</li> </ul>	<ul> <li>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 under the regulations in force or for the purposes of our legitimate interest. However, we will ensure that only personal data that are strictly required will be used and that they will be processed in complete confidentiality.</li> <li>Internal audits will generally be conducted by our parent company, Allianz Partners SAS (7 Rue Dora Maar, 93400 Saint-Ouen, France).</li> </ul>
<ul> <li>In order to produce statistical and qualitative analyses based on compensation claim data and frequency</li> </ul>	<ul> <li>If we conduct one of these processing activities, the personal data used will be rendered anonymous.</li> <li>Therefore, any such 'anonymous' data will no longer be considered as 'personal' data and your consent will not be required.</li> </ul>
For debt recovery management	<ul> <li>No, if processing your data (even if this involves sensitive categories of personal data) is required for establishing, exercising or protecting rights in legal proceedings, which we may also invoke in respect of our legitimate interest.</li> </ul>
<ul> <li>In order to prevent and combat fraud and money laundering, and comply with regulations applying to economic sanctions, including, where applicable and as an example, comparing your information with information appearing in previous claims, or verifying the current claim-submission procedures.</li> </ul>	<ul> <li>No. Detecting and preventing fraud and money laundering, as well as complying with the regulations applying to economic sanctions, will be a legitimate interest for the Data Controller. Therefore, we will be entitled to process your data for this purpose without having obtained your consent first.</li> </ul>
In order to transfer risks via reinsurance and co-insurance	<ul> <li>We may process and share your personal data with other insurance or reinsurance companies, with whom we have signed or will sign co-insurance or reinsurance agreements.</li> </ul>
	<ul> <li>Co-insurance is when more than one insurance company covers the risk through a single policy, with each company then assuming a percentage of the risk or sharing the types of cover between them.</li> </ul>
	<ul> <li>Reinsurance is the process of 'subcontracting' the cover for a part of the risk to a third party reinsurer. However, this is an internal agreement between us and the reinsurer, and you have no direct contractual relationship with the reinsurer.</li> </ul>
	<ul> <li>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)</li> </ul>

As mentioned above, for the purposes listed above, we will process personal data about you received from our business partner **INTERSPORT SERVICES**.

For the purposes stated 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 statutory obligations.

Your personal data will be required for any purchase of our products and services. If you do not want 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 IS ABLE TO ACCESS MY PERSONAL DATA?

We will ensure that your personal data will be processed in compliance with the purposes set out 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 reinsurers.

For 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 and document management)

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

- 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 should you submit a complaint about any of our products or services.

### 5. WHERE ARE MY PERSONAL DATA PROCESSED?

Your personal data may be processed both within and outside of 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 will not disclose your personal data to parties which are not authorised to process them.

Any transfer of your personal data for processing outside of the EU by another Allianz Group company will be performed 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:

https://www.allianz-partners.com/en\_US/allianz-partners---binding-corporate-rules. Where Allianz's internal rules do not apply, we will take measures to ensure that the transfer of your personal data outside of the EU will be performed with a suitable level of protection, just as if it were a transfer within the EU. You can find out about the safeguards that we implement for this type of transfer (for example, standard contractual clauses) by contacting us as set out in section 9.

### 6. WHAT ARE MY RIGHTS IN RELATION TO MY PERSONAL DATA?

Where permitted by applicable law or regulations, you will be entitled to:

- access your personal data and discover 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 situations where it is required for processing 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 set out above;
- restrict processing of your personal data in certain circumstances, for example, if you have contested the accuracy of your
  personal data, for the period required by our departments in order to verify the accuracy of your personal data;
- · obtain your personal data in an electronic format, for your personal use or for use by your new insurer; and
- submit a complaint to our company and/or the competent data protection authority Commission Nationale de l'Informatique et des Libertés (CNIL, French data protection authority).

You may exercise these rights by contacting us as set out in section 9.

### 7. HOW CAN I OBJECT TO MY PERSONAL DATA BEING PROCESSED?

Where permitted by applicable law or regulations, you will be entitled to object to your personal data being processed by our departments, 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 may exercise this right in the same way as your other rights set out in section 6.

### 8. HOW LONG WILL YOU BE STORING MY 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 retention 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
- · Should there be a Claim two (2) years from the Claim being settled.
- Should there be a Claim involving Bodily Injury ten (10) years from the Claim.
- · For any information on claims two (2) years from the date on which 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 alter these periods, such as ongoing regulatory disputes or investigations, which may replace or suspend these periods until the case 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 can then subsequently resume.

### 9. HOW CAN I CONTACT YOU?

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

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

### 10. HOW OFTEN DO YOU UPDATE THIS PRIVACY STATEMENT?

We regularly review this Privacy Statement.

AWP France SAS - 7, rue Dora Maar - 93400 Saint-Ouen Cedex - Société par Actions Simplifiée au capital de 7 584 076,86 € - 490 381 753 RCS Bobigny - Siret 490 381 753 00055 - Société de courtage d'assurances immatriculée à l'ORIAS (www.orias.fr) sous le n° 07 026 669 - Autorité de Contrôle Prudentiel et de Résolution sise 4 Place de Budapest, CS92459, 75436 Paris Cedex 09 - <u>www.acpr.banque-france.fr</u>

## Allianz (II) Assistance