

# Multi-cover travel insurance

## Information Document about the Insurance Product

AWP P&C SA, Spain Branch, registered in the Special Register of Insurance Entities in Spain under number E0202.

Product: "American Airlines Integrated Multi-cover Insurance"

This document contains a summary of the key information regarding the Product "American Airlines Integrated Multi-Cover Insurance", without taking into account the customer's specific needs and demands.

The full pre-contractual and contractual information is provided in the documentation concerning the insurance contract.

## What type of contract is it?

The "American Airlines Integrated Multi-cover Insurance" covers the risk of cancellation of travel by the insured, and during travel, the loss of or damage to luggage, delayed means of transport, and assistance.

The events covered are described in detail in the policy.



## What is insured?

### Cancellation:

**Up to a limit of €6,500 per insured, establishing an excess of 25% of the ticket price, with a minimum of €30 and a maximum of €150 per insured. The causes for cancellation are as follows:**

- ✓ Serious illness, serious bodily accident or death of the insured and relatives
- ✓ Serious damage to the regular abode or professional premises
- ✓ Redundancy
- ✓ Recruitment to a new job
- ✓ Summons in court proceedings
- ✓ Organ transplant
- ✓ Surgical treatment
- ✓ Summons as a member of an electoral board
- ✓ Handover of a child for adoption
- ✓ Official competitive employment examinations
- ✓ Medical quarantine of the Insured or of a companion
- ✓ Cancellation by a companion

### Assistance:

- ✓ Transfer or repatriation on health grounds in the event of illness or accident of the insured traveller.
- ✓ Extended hotel stay expenses of up to €50 per day / 7 days.
- ✓ Repatriation of the deceased Insured.
- ✓ Premature return because of serious illness, serious accident or death of a relative in Spain.
- ✓ Medical and hospital expenses outside the country of regular abode up to €60,000.

The above benefits include cases of epidemic or pandemic illness suffered by the insured, such as Covid-19.

- ✓ Travel and accommodation expenses for a relative or companion of up to €50 per day / 7 days.
- ✓ Emergency dental expenses outside the country of regular abode up to €300.
- ✓ Communication of urgent messages.



## What is not insured?

- ✗ Events the responsibility for which must lie with the travel organiser in accordance with the purchase conditions, in addition to the carrier, mainly because of reasons of air safety or overbooking
- ✗ In the event of cancellation, the insurance premium and taxes are not reimbursed, nor are airport charges.



## Are there any restrictions on the cover?

### Main exclusions:

- ! Incidents derived from:
  - the consumption of alcohol, drugs and narcotics
  - culpable or negligent acts by the Insured, and also self-harm or attempted suicide
  - pollution, contamination or natural disasters
  - epidemics, pandemics and quarantine, unless explicitly covered in connection with these events
  - lockdown, to be understood as mandatory confinement or isolation applied in general to all or part of the population or in general across a geographical area, or applied in accordance with the place of origin, destination or transit that the Insured must pass through, as decreed by the Government in the Insured's country of origin or on the recommendation of the corresponding Local Authority in the destination or transit location during travel
  - war, whether or not declared, mutinies, rebellion, insurrection, actions by the Armed Forces, coups d'état, popular movements, acts of terrorism or similar, or conscious failure to abide by official prohibitions
  - psychological, mental or nervous disorders, depression, stress or anxiety
- ! Travel cancellation as a consequence of:
  - lack or impossibility of vaccination and medical impossibility of continuing the treatment necessary to travel to certain countries.
  - failure to present the documents required to travel, for any reason.
  - childbirth, fertility treatments, complications in pregnancy beyond the 7th month of gestation.
  - medical examinations or appointments, periodic check-ups, rehabilitation, dressings or aesthetic treatments.

- ✓ Compensation for lost connections because of delayed means of transport up to the limit of the cost of the ticket not used.
- ✓ Delay of more than 5 hours in the departure of the means of transport: up to €60.
- ✓ Legal defence abroad up to €5,000.
- ✓ Advanced legal sureties abroad up to €4,800.
- ✓ Sending of medication abroad.
- ✓ Care for children or disabled persons.
- ✓ Civil Liability up to €60,000 with an excess of €90 covered by the insured.

#### **Luggage:**

- ✓ Robbery, destruction or loss of luggage up to €1,200 per insured.
- ✓ Essential items because of a delay of more than 24 hours, up to €60 per insured.

- hospitalisation as a result of accident or serious illness that ceased more than 7 days before the start of travel.
- un-stabilised pathologies that were subject to confirmation or treatment within 30 days before travel was booked.
- surgical treatments not derived from a pathology.
- ! Travel in order to receive medical or aesthetic treatment
- ! Incidents affected by insolvency or non-performance of any service provider
- ! Travel booked against medical advice
- ! Incidents derived from:
  - circumstances already existing and/or known to the party arranging the insurance
  - unlawful actions by the Insured or those in breach of a governmental or legislative prohibition
  - governmental action.
- ! Adventure activities and claim incidents that occur as a result of skiing.
- ! Medical expenses:
  - Those derived from the supervision of previously known illnesses, and concerning any chronic or pre-existing illness, whether or not known to the Insured
  - Dental expenses in the country of regular abode and any that are not urgent
  - With regard to prostheses, implants, orthopaedics, rehabilitation and physiotherapy
  - Those occurring beyond the dates of travel
- ! Civil liability derived from:
  - use and driving of motor vehicles
  - any professional activity, and also contractual liability, fines or penalties
  - acts caused by the Insured in bad faith or while under the influence of alcohol, drugs or narcotics
- ! Incidents involving luggage caused by:
  - negligence, moving house, theft, loss or neglect.
  - identity documents, credit cards, keys, money, sports equipment, professional materials, spectacles, contact lenses, prostheses, telephonic or electronic devices, photographic or image materials, and IT materials
- ! Robbery of luggage from inside a private vehicle
- ! Purchase of essential items on the journey back to the regular abode

#### **Main restrictions:**

- ! **Cover will apply only to travel including a flight with AMERICAN AIRLINES.**
- ! **If the Insured cancels after the date when they learned of the cause preventing the travel, any supplementary expenses invoiced will not be subject to any reimbursement.**
- ! **It is in any event an essential requirement that the insurance should have been arranged at the time when the travel booking is confirmed.**
- ! **Benefits not requested during travel or not organised by the Insurer will not give rise to any reimbursement or compensatory indemnification, other than in cases of force majeure or material impossibility.**
- ! **Reimbursement entitlements will apply only to claim incidents for which this possibility is allowed.**
- ! **The following excesses apply, to be covered by the insured:**
  - **Travel cancellation: 25% of the ticket price, with a minimum of €30 and a maximum of €150 per insured**
  - **Civil Liability: €90**



## Where am I covered?

- ✓ The insured will be covered in the destination location of the insured travel. The insurance may be arranged for trips with destinations Worldwide, except Spain.
- ✓ It will not be possible to provide Assistance in Warzones or in countries excluded by the Insurer.
- ✓ Assistance cover will be valid only more than 30 km from the regular abode of the Insured (15 km in the Spanish islands).
- ✓ Luggage cover will not apply in the locality of the Insured's main or secondary residence.



## What are my obligations?

**In order to avoid the insurance contract being cancelled or repealed and/or to avoid reduction or rejection of the incidents covered, the insured must:**

- **At the moment when the insurance is arranged:**  
Provide the Insurer with full, relevant and accurate information allowing the insurance to be arranged;  
Pay the price of the insurance.
- **Once the insurance contract takes effect:**  
Inform the Insurer as soon as possible of any changes that have occurred and that could affect the insurance.
- **In the event of an incident which is covered:**  
Contact the Insurer to report the incident immediately upon occurrence and provide all supporting documentation when so required;  
Inform the Insurer if any other additional insurance has been arranged, and inform it if any payment has been received from the other Insurer.



## When and how do I pay?

The price of the insurance is paid at the moment when it is arranged and will coincide with the confirmation of the insured travel booking. Payment will be made by bank card or the authorised means of payment.



## When does cover begin and end?

- The cancellation guarantee begins on the date when the insurance is arranged and ends on the start date of the insured travel.
- All other cover begins on the start date of the insured travel and ends on the date of return, provided that the insured travel does not last more than 31 consecutive days.
- Both cases will refer to the dates specifically indicated when arranging the insurance.



## How can I cancel the policy?

The cancellation request must be sent by registered mail or by any other format described in the insurance contract.

- If the insurance is arranged remotely and has a duration of more than one month, the contracting party may cancel it within 14 calendar days, provided that no incident covered by the insurance has been or is to be notified.
- Following the withdrawal period, and for those forms of insurance not arranged remotely, the contracting party may cancel the insurance contract at any time, but this will not give rise to any reimbursement by the Insurer.

**GENERAL  
CONDITIONS**

Multi-cover travel insurance

**AMERICAN AIRLINES,  
Inc.**

These General Conditions will provide you with detailed information as to the framework of the contract established by you with AWP P&C, SA, SUCURSAL EN ESPAÑA (hereinafter, ALLIANZ TRAVEL) by arranging this insurance. You should read this policy carefully, including the exclusions it contains.

To conduct any query or procedure, ALLIANZ TRAVEL offers you its Telephone Assistance Service on +34 91 904 80 26 and its website [www.allianz-assistance.es](http://www.allianz-assistance.es), where you will find all the information you may require.

**TRAVEL  
RECOMMENDATIONS**

Always have the ALLIANZ TRAVEL phone number and your policy number with you.

**How to use your policy?**

In the event of any emergency or if you need to use your policy, contact ALLIANZ TRAVEL by phoning 902 21 31 00 from Spain, or +34 91 452 29 14 from abroad. Always give your name, policy number, current location and contact phone number.

**Accident or illness:** in the event of emergency, immediately attend an appropriate hospital establishment. If it is not an emergency, call ALLIANZ TRAVEL first.

Bear in mind that the level of quality of healthcare services will depend on the degree of development of the country where medical care is required.

**Definitive loss or theft, destruction of luggage checked in for the flight:**

- a. Before leaving the baggage reclaim area, request the **Property Irregularity Report (PIR)**.
- b. Make a list of your luggage contents

**Theft, loss or damage suffered by luggage placed in the safekeeping of the carrier:**

- a. You must report the incident to the local police on the date when it occurs, placing on record the list of objects stolen and their monetary valuation. Obtain a certificate of the complaint.
- b. You must present a **written complaint** to the carrier company, in accordance with the deadlines established by each company. Keep a copy of this.
- c. Obtain a certificate from the carrier company, indicating the amount that it covers by way of compensation
- d. Make a list of your luggage contents

**Theft of your luggage or personal effects not checked in:**

You must report the incident to the local police on the date when it occurs, placing on record the list of objects stolen and their monetary valuation. Obtain a certificate of the complaint.

**Delayed departure of the means of transport or lost connections:**

- a. You must present a written complaint to the carrier company, in accordance with the deadlines established by each company.
- b. Obtain a certificate issued by the transportation provider setting out the actual departure time and the reason for the delay.
- c. Keep receipts for additional expenses incurred during the delay.

**Cancellation of your flight:** As soon as you learn that you will be unable to take your flight for a cause covered by the policy, contact your flight organiser and perform the cancellation, receiving documented accreditation of this, and immediately inform ALLIANZ TRAVEL via the email address [travel.es@allianz.com](mailto:travel.es@allianz.com)

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## GENERAL CONDITIONS

This Insurance Contract is governed by the provisions of:

- Insurance Contracts Act 50/80, of 8 October 1980 (Official State Gazette of 17/10/80) and subsequent modifications.
- Act 20/2015, of 14 July 2015, on the regulation, supervision and solvency of insurance and reinsurance entities.
- Royal Decree 1060/2015, of 20 November, on regulation, supervision and solvency of insurance and reinsurance entities.
- Royal Legislative Decree 1/2007, of 16 November 2007, approving the Revised Text of the General Consumer and User Protection Act, and other supplementary laws and subsequent amendments.
- Act 22/2007, of 11 July 2007, on remote marketing of financial services for consumers.
- Royal Legislative Decree 7/2004, of 29 October 2004, approving the recast Text of the Legal Statute of the Insurance Compensation Consortium
- Any other regulations which might apply over the lifetime of this Policy, and any established in these General Conditions, the Policy Schedule and any Special Conditions.

This Contract will be concluded under the Right of Establishment Regime.

### **RIGHT OF WITHDRAWAL IN REMOTE CONTRACTS**

If you arranged the insurance remotely, in accordance with the provisions of Act 22/2007, of 11 July 2007, on the remote marketing of financial services intended for consumers, we hereby inform you that if the insurance has a duration of more than one month, the policyholder may withdraw from this contract within 14 calendar days of the date when the contract was agreed, provided that the contract has not been executed before this right is exercised.

To exercise the right of withdrawal, the policyholder must send a letter by registered mail or some other means providing confirmation of the date of sending and receipt, addressed to the Commercial and Customer Service Support Department of AWP P&C, SA SUCURSAL EN ESPAÑA, Calle Ramírez de Arellano 35, 28043 Madrid, or otherwise by email to [devoluciones.es@allianz.com](mailto:devoluciones.es@allianz.com)

If the policyholder opts to withdraw from this contract they must pay the proportional part of the premium corresponding to the service actually provided up to the date when this right is exercised. AWP P&C, SA, SUCURSAL EN ESPAÑA will within a

period of 30 days of receipt of your request reimburse you the corresponding part of the premium not consumed.

Once an insurance contract concluded remotely has been executed, or the allowed period of 14 calendar days has expired since the date when the contract was arranged, the policyholder's right to withdraw from the contract will lapse, with the policyholder being obliged to make payment of the entire premium agreed.

## I. DEFINITIONS.

The following definitions apply in this contract:

- **INSURER** is AWP P&C, SA SUCURSAL EN ESPAÑA, of registered office at the address Calle Ramírez de Arellano 35, 3, 28043 Madrid, and holder of Tax Identification Number W0034957A. Registered in the Companies Register of Madrid in Volume 29103, Page 215, Section 8, Sheet M-471120, and registered in the Special Register of Insurance Entities in Spain under number E0202.

This is the legal entity which assumes the contractually agreed risk, control and supervision of activities being the responsibility of:

- The Member State responsible for control of the INSURER is FRANCE, and the Authority responsible for said control is the "Autorité de Contrôle Prudentiel", 61 rue Taitbout, 75436 Paris, Cedex 09.
- The Spanish Directorate-General for Insurance and Pension Funds of the Ministry of Economy and Public Finance, under Article 133 of the Private Insurance Structuring and Supervision Regulation (Royal Decree 2486/1998).

Spanish legislation does not apply to the possible liquidation of insurance entities, as indicated in Royal Legislative Decree 6/2004, of 29 October 2004, approving the Recast Text of the Private Insurance Structuring and Supervision Act.

- **POLICYHOLDER:** the natural or legal person regularly domiciled in Spain and signing the contract with the Insurer, subject to the obligations derived therefrom, other than those which given the nature thereof must be fulfilled by the insured. If the policyholder is a natural or legal person regularly domiciled outside Spain, the

duration of the contract must be no more than four months from the date of issuance thereof.

- **INSURED:** the natural person regularly domiciled in Spain booking a flight with AMERICAN AIRLINES, Inc. (hereinafter, AMERICAN AIRLINES) via its website, as listed in the Policy Schedule as the basis for the establishment of the insurance. In default of the policyholder, this party is subject to the obligations derived from the contract.
- **DOMICILE:** the regular abode of the insured as indicated in the Policy Schedule.
- **PREMIUM:** the price of the insurance. The invoice shall furthermore include all legally applicable surcharges and taxes.
  - **Insurance Premium Taxes**
  - **Insurance Compensation Consortium Surcharges.**
    - Surcharge intended to fund insurance company Liquidation functions
    - Extraordinary risk surcharge
- **CLAIM INCIDENT:** any event liable to be guaranteed under this insurance. An event or series of harmful events caused by one single originating cause shall be considered to constitute one single claim incident, irrespective of the number of claimants or claims presented.
- **EXCESS** is the amount covered by the insured under each claim, as agreed in the policy for each of the risks covered.
- **POLICY** The document setting out the conditions governing the insurance. The following form an integral part of the policy: the General Conditions, the Policy Schedule, individualising the risk and setting out those clauses which the parties have decided are to supplement or modify the General Conditions within the limits permitted by Law, the special conditions and any policy endorsements or annexes in order to supplement or extend the policy.
- **EPIDEMIC** is the emergence of an infectious disease characterized by a considerable number of affected persons in a localized area within a relatively short time, and thus recognized by the World Health Organization (WHO) or by an official governmental authority in the insured country of residence or trip destination.
- **PANDEMIC** is the emerge of an epidemic affecting more than one continent, in which contagion occurs by transmission among the population, and when recognized as a pandemic by the World Health Organization (WHO) or by an official governmental authority in the insured country of residence or trip destination.
- **QUARANTINE** is the mandatory isolation indicated by a medical authority in order to prevent the spread of a contagious disease to which the Insured or a travel companion has been exposed.
- **SUM INSURED** is the amount set in the Policy Schedule, or in the General and Special Conditions, where applicable, constituting the maximum limit on compensation payable by the Insurer under each claim.
- **TRAVEL** is to be understood as any journey outside the regular abode of the insured, from their departure until their return home.

- **RELATIVES:** relatives are to be understood only as spouses, civil partners, children, parents, grandparents, grandchildren, siblings, parents-in-law, children-in-law and siblings-in-law of the insured, unless provided otherwise for each cover. The legal guardians of the insured will likewise have this status.
- **LUGGAGE** means objects for personal use required during the trip.

Should the contents of the contract differ from the insurance proposal or the agreed clauses, the Policyholder may require that the Insurer, within a period of one month from delivery of the policy, rectify the discrepancy which exists. Following said period, should no claim have been presented, the terms set out in the policy will apply.

This policy does not grant any cover or benefit for any business or activity to the extent that such cover, benefit, business or activity, including underlying activities, would be in breach of any law or regulation of the United Nations or of the European Union regarding economic sanctions, or any other regulation regarding economic or trade sanctions that would apply.

## II. COMMON PROVISIONS.

### Object of the insurance.

This will comprise providing help for the insured, when in difficulty during travel or away from their regular abode or domicile, as a consequence of an unforeseen event, in the cases and under the conditions established in the contract.

In the case of cancellation, ALLIANZ TRAVEL guarantees in accordance with the conditions established in these clauses the reimbursement of withdrawal and/or cancellation expenses owed by the insured if they cancel their flight prior to departure.

### Entry into force and duration of the insurance contract.

The contract will take effect at 00:00 hours on the date indicated in the Policy Schedule as the issuance date, and end upon termination of the effect of the guarantees covered, in accordance with the terms indicated in the following paragraph.

### Effect of the guarantees.

- The cancellation guarantee will take effect from the date of issuance of the policy, which must in all cases coincide with the booking confirmation date of the contracted flight, and will end on the start date of the first outbound flight, provided that the premium has been paid.
- The other guarantees will take effect once the premium is paid, from the moment of travel departure established in the Policy Schedule, up to the date indicated in the Policy Schedule as the completion date, provided that this is no more than 31 consecutive days. They will apply only to travel including the flight with AMERICAN AIRLINES.

### Territorial scope.

The covers guaranteed by this policy will be valid for flights to any location Worldwide, except Spain.

**Assistance guarantees will be valid only at a distance of more than 30 km from the domicile of the insured, or 15 km in the**



**Canary Islands and Balearic Islands. The luggage guarantee will not apply in the locality where the insured has their primary or secondary residence.**

#### **Payment of the premium.**

The policyholder is obliged to make payment of the premium when formalising the contract, and in any event before travel begins.

The premium must be paid at the registered office of the Insurance Company. If for reasons attributable to the policyholder the premium has not been paid, ALLIANZ TRAVEL is entitled to terminate the contract or to demand payment of the premium owed.

In all cases, ALLIANZ TRAVEL will be released from all obligations if the premium has not been paid before the claim incident occurs.

#### **Claims.**

In the event of a claim, ALLIANZ TRAVEL must be informed immediately of the events.

- **If the claim corresponds to cover under the guarantee for Assistance-Repatriation** you will need to telephone +34 91 904 81 45 if in Spain, or +34 91 452 29 14 or from abroad (staffed permanently 24 hours a day every day of the year), indicating your current location, the phone number and the type of assistance you require. Telephone calls from abroad will be requested under the reverse charge or collect call system, in other words at no cost to the insured.
- **If the claim is under any of the other guarantees**, you may inform ALLIANZ and monitor the claim online via our portal [www.allianz-protection.com](http://www.allianz-protection.com). Likewise, should it prove impossible to declare the claim via this channel, you may inform ALLIANZ TRAVEL by email at [travel.es@allianz.com](mailto:travel.es@allianz.com). Beyond this period, ALLIANZ TRAVEL may claim for any damages caused by the lack of notification.

The insured must employ all resources available to them to minimise the consequences of the claim incident.

Once it has been informed of the occurrence of the claim incident, the ALLIANZ TRAVEL Claims Department will send a form or a request for documentation which must be completed. This will indicate the list of documents that must be presented in order for compensation to be paid out in the claim. In all cases original proofs of purchase, invoices, receipts, certificates and crime reports must be enclosed, together with medical reports and any other documentation in accreditation of the occurrence of the events covered by this policy, and the expenses incurred and open to compensation under the policy.

The insured must in all cases inform ALLIANZ TRAVEL of any guarantees arranged with other insurers for the same risk.

***Benefits not requested over the course of travel or not organised by ALLIANZ TRAVEL will not give rise to reimbursement or any compensatory indemnification. Reimbursement entitlements will apply only to claim incidents for which this possibility is allowed.***

**The guidelines that you must specifically follow in accordance with the claim incidents that you suffer are provided below. These guidelines may be supplemented by others indicated in the subsections corresponding to each guarantee:**

- ☐ **In the event of a cancellation claim** you must inform the flight organiser at the earliest possible opportunity that you have learned of an event preventing you from

travelling, so as to limit the consequences of the cancellation.

- ☐ **In the case of a civil liability claim**, you will need immediately to present a ALLIANZ TRAVEL with all notices, citations, demands, letters, summonses, and in general all court or out-of-court documents sent to you or to the perpetrator as a result of an event giving rise to liability covered by the insurance.

Unless otherwise agreed, in the case of events covered by this policy, ALLIANZ TRAVEL will handle all administrative procedures connected with the claim, acting in the name of the policyholder or the perpetrator of the acts, and will deal with the injured parties or their successors, compensating them where applicable.

If no negotiated settlement is reached, ALLIANZ TRAVEL will conduct the defence of the policyholder or the perpetrator of the acts with its Lawyers and Court Agents with regard to civil proceedings, to which end the defendant will need to provide the necessary powers of attorney. With regard to criminal action, the Insurer may handle the defence with the consent of the defendant.

If the insured is found guilty, the Insurer will reach a decision as to whether it would be appropriate to appeal to a higher court. Nonetheless, should the Insurer deem an appeal not to be desirable, it will inform the party concerned thereof, the latter being entitled to lodge an appeal at its expense, with the Insurer being obliged to refund all costs incurred up to the financial sum achieved should the appeal prosper. ALLIANZ TRAVEL will pay out compensation as indicated below:

- a. As a general rule, this must be paid upon conclusion of the investigations and loss adjustments required to establish the existence of the claim and, where applicable, the amount of any resulting damages. The parties may agree that payment of compensation may be substituted for repair or replacement of the damaged object.
  - b. If a loss adjuster opinion has been issued and this is not challenged, the payout will be made within a period of five days.
  - c. If the loss adjuster opinion is challenged, the Insurer will pay the minimum amount that it could owe according to the circumstances of which it is aware.
  - d. In any event, within 40 days of receipt of a claim declaration, the Insurer will pay the minimum amount that it could owe according to the circumstances of which it is aware.
- ☐ **In the event of theft of luggage**, a complaint must be filed on the date of occurrence of the events with the police authorities closest to the location of the offence, placing on record a list of the contents of the luggage and the monetary valuation thereof.
  - ☐ **In the event of total or partial destruction of luggage** during transportation by a passenger transport company, you must present the documented accreditation provided by the carrier company.
  - ☐ **In the event of loss of luggage** during transportation by a passenger transport company, you must present a certificate confirming the events, issued by the carrier company.
  - ☐ **In the event of luggage checked in for a flight**, if this is lost, stolen or destroyed, before you leave the

baggage reclaim area you should request the Property Irregularity Report (PIR).

#### **Other insurers.**

The Insured must in all cases, as established in Insurance Contracts Act 50/198, inform ALLIANZ TRAVEL when declaring the claim or otherwise during the processing thereof, of any guarantees arranged for the same risk with other Insurance Companies.

#### **Liability.**

ALLIANZ TRAVEL will not accept any liability for delay or failure to provide guaranteed services in those cases where the delay or failure was the result of:

- ☐ Strikes.
- ☐ Explosions.
- ☐ Uprisings.
- ☐ Popular movements.
- ☐ Mutinies.
- ☐ Quarantine.
- ☐ Restrictions on free movement.
- ☐ Sabotage.
- ☐ Terrorism.
- ☐ Civil or foreign war, whether or not declared.
- ☐ Effects of radioactivity or any other acts of God or force majeure.

#### **Subrogation.**

ALLIANZ TRAVEL subrogates up to the full cost of the services provided by it any rights and legal actions to which the Insured would be entitled against any natural or legal person responsible for the events and giving rise to its intervention. If the benefits provided through fulfilment of this contract are covered in whole or in part by another Insurance Entity or by any other institution or person, ALLIANZ TRAVEL will subrogate the rights and actions to which the Insured would be entitled against any such company or institution. For these purposes the Insured undertakes to cooperate with ALLIANZ TRAVEL by providing any assistance or presenting any documents that might be deemed necessary. ALLIANZ TRAVEL will in any event be entitled to use or request reimbursement by the Insured of the transport entitlement (plane or train ticket, etc.) not used by the latter if the return expenses have been borne by ALLIANZ TRAVEL.

#### **Termination of the agreement.**

If during the term of validity of the insurance the insurable interest disappears, the insurance contract will be terminated from that moment, with ALLIANZ TRAVEL being entitled to retain the unearned premium.

#### **Time barring.**

**Actions derived from this contract are subject to a time limitation of five years for insurance for people and two years for insurance against damage, from the date when the action could have been brought.**

#### **Bodies for the resolution of disputes between the parties.**

1. The Ministry of Economy and Public Finance governs by means of Order ECO/734/2004, of 11 March 2004, the ALLIANZ TRAVEL Customer Service Department activities made available to all Customers in order to address and resolve any complaints and claims filed by policyholders, insureds, beneficiaries, injured third parties or the successors of any of the aforementioned.

Complaints and claims may be submitted to:

AWP P&C SA, SUCURSAL EN ESPAÑA

CUSTOMER SERVICE DEPARTMENT  
Calle Ramírez de Arellano 35, 3, 28043 Madrid  
Or otherwise [atcliente.es@allianz.com](mailto:atcliente.es@allianz.com)

The Customer Service Department (CSD) will settle any complaints and claims within a maximum of two months from the date when they are filed.

In the event of disagreement with the decision of this Department, the Customer may appeal against the decision before the **COMPLAINTS SERVICE OF THE DIRECTORATE-GENERAL FOR INSURANCE AND PENSION FUNDS**, provided that the Insurance Company's Customer Service Department channels have first been exhausted, by submitting the complaint to:

Paseo de la Castellana 44, 28046 Madrid

The functioning of the Customer Service Department is governed by the Regulations approved by the Board of Directors of the Company, available on our website [www.allianz-assistance.es](http://www.allianz-assistance.es)

2. By arbitration.

The Parties may by common consent agreed to refer the resolution of any disputes that might arise from this contract for settlement by arbitrators in accordance with the legislation in force.

3. By jurisdictional competence.

If either of the parties decides to bring action before the Court Bodies, the Judge competent to examine the case will be the judge for the domicile of the insured.

### **III. CANCELLATION GUARANTEE.**

#### **ARTICLE ONE. DESCRIPTION OF THE COVER INCLUDED.**

ALLIANZ TRAVEL guarantees, under the conditions established in these Clauses, reimbursement of any withdrawal and/or cancellation expenses owed by the insured if they cancel their flight prior to departure for any of the reasons indicated below. Sufficient accreditation of these causes must be given.

List of cancellation causes covered:

1. **Serious illness, serious bodily accident or death of:**

The insured and relatives, as defined in this policy.

Serious illness is to be understood as an alteration of a person's health confirmed by a medical professional and entailing one of the situations indicated below:

- ☐ Hospitalisation for at least 24 hours, with this situation occurring within 7 days prior to the flight, making it impossible to begin travel on the scheduled date.
- ☐ Temporary incapacitation, with this situation remaining in place within the 7 days prior to the flight and making it impossible to begin travel on the scheduled date.
- ☐ Being diagnosed with an epidemic or pandemic disease, such as Covid-19.

If the illness (including epidemic or pandemic diseases, such as Covid-19) affects the relatives of the insured, whether or not they are insured on the same flight, it will be understood to be serious if it entails hospitalisation for at least 24 hours, and if this situation occurs within 7 days prior to the flight, or entails a risk of imminent death.

Serious accident is to be understood as accidental bodily



harm suffered by the insured as a result of an unforeseen external cause confirmed by a medical professional, and entailing any of the situations indicated below:

- Hospitalisation for at least 24 hours, with this situation occurring within 7 days prior to the flight, making it impossible to begin travel on the scheduled date.
- Temporary incapacitation, with this situation remaining in place within the 7 days prior to the flight and making it impossible to begin travel on the scheduled date.

If the accident affects the relatives of the insured, as defined in this policy, it will be understood to be serious if it entails hospitalisation for at least 24 hours, and if this situation occurs within 7 days prior to the flight or entails a risk of imminent death.

In both cases, temporary incapacitation is understood as the time-limited loss of a person's functional capacity, medically confirmed and entailing the cessation of basic regular activities, including professional tasks, preventing the initial flight from being taken, and giving rise to a medical report, monitoring and treatment.

2. **Serious damage** as a result of theft, fire, flooding or explosion at their regular abode or professional premises, whether owned or rented. The damage must make the residential or commercial property uninhabitable, or entail a serious risk of major damage occurring that would justify their presence on the date of departure as an essential requirement.
3. **Redundancy of the insured**, although this guarantee will under no circumstances take effect as a result of the expiry of an employment contract, voluntary resignation, or failure to pass a trial period. The insurance must in all cases have been arranged before the company serves written notice on the employee.
4. **Recruitment to a new job** at a different company with an employment contract of no less than one year, provided that the recruitment takes place after the flight is booked.
5. **Summons as a party, to be understood as a defendant or plaintiff, witness or jury member in court proceedings**, received after the insurance was arranged and forcing the insured to attend during the date of the flight.
6. **Organ transplant appointment** of the insured or relatives, as defined in this policy, provided that the transplant appointment is received after the insurance is arranged and coincides with the scheduled flight dates.
7. **Surgical treatment appointment** of the insured or relatives, as defined in this policy, provided that the appointment for the operation occurs after the insurance is arranged and coincides with the scheduled flight dates.
8. **Summons as a polling station officer**, received after the insurance was arranged and forcing the insured to attend during the date of the flight.
9. **Handover of an adopted child** coinciding with the scheduled flight dates. Notification of the handover for adoption must have occurred after the insurance was arranged.
10. **Presentation for an official competitive employment examination** arranged by a public body after the insurance was arranged and coinciding with the date of the flight.
11. **Medical quarantine of the Insured person or his/her companion**, before starting their journey, after indication of a medical authority, based on the suspicion that they

have been exposed to a contagious disease (including epidemic or pandemic diseases such as COVID-19);

12. **Cancellation by a companion** registered at the same time, with the same booking and insured for this same risk, as a result of any of the courses listed above, **which would require the insured to fly alone**.

**It is in any event an essential requirement that the insurance should have been arranged by the time when the flight booking is confirmed.**

**If more than one cause giving rise to a claim incident occurs, the cause will always be taken as the first that occurs, is notified and is proven by the insured.**

#### LIMIT ON COMPENSATION. COMPENSATION CALCULATION

The compensation limit is set at **€6,500 per person insured. The established excess payable by the insured is 25% of the ticket price, with a minimum of euros and 30 and a maximum of €150**, with reimbursement being performed in accordance with the scale established by the flight organiser.

This scale will serve as the basis for calculation of the loss suffered by the insured in accordance with the contractual terms established by the flight organiser in the case of cancellations. **If the insured cancels after the date when they learned of the cause preventing the flight, any supplementary expenses invoiced will not be subject to any reimbursement.**

**The ALLIANZ TRAVEL medical team will in each case verify that the scope and/or seriousness of the illness or accident provides sufficient cause for cancellation of the flight, preventing the initial flight from being taken, in addition to the date when the cause of cancellation began.**

#### ARTICLE TWO. EXCLUSIONS

**The insurance in general excludes flight cancellations resulting from:**

1. The consumption of alcohol, drugs and narcotics, unless prescribed by a doctor and taken in the indicated manner.
2. Psychological, mental or nervous disorders, depression, stress or anxiety.
3. Culpable acts, negligence by the Insured, and deliberate self-harm, suicide or attempted suicide by the Insured.
4. Accidents resulting from participation in bets, contests, competitions, duels and altercations (except in cases of legitimate defence).
5. Epidemics, pandemics and quarantine, except as expressly stated in the sections related to the covered risks;
6. Confinement, understood as seclusion or compulsory isolation that generally applies to part or all of the population or widely to a geographical area, or which applies according to the place of departure, destination or passage that the Insured has to pass through, decreed by the home country's government or under the opinion of the corresponding local authority at the place of destination or passage during the trip;
7. Civil or foreign war, whether or not declared, mutinies, rebellion, insurrection, actions by the Armed Forces, coups d'état, popular movements, acts of terrorism or similar, or conscious failure to abide by official prohibitions.
8. All effects of a source of biological or chemical radioactivity, and damage caused by the use of nuclear weapons. Claims directly or indirectly derived from

chemical or biological materials, substances or components that could harm or destroy human life or create social alarm.

9. Lack or impossibility of vaccination and medical impossibility of continuing the treatment necessary to travel to certain countries.
10. Failure for any reason to present the necessary documents to travel, such as passports, visas, tickets or identity cards.
11. Births and fertility treatments; pregnancy complications beyond the 7th month of gestation.
12. Medical appointments or examinations, periodic follow-up appointments, rehabilitation sessions, dressing of aesthetic treatments.
13. If more than 7 days prior to the departure of the flight the situation of hospitalisation or temporary incapacitation through accident or serious illness has ended.
14. Un-stabilised pathologies that were subject to confirmation or treatment within 30 days before the flight was booked.
15. Surgical treatments not derived from a pathology.
16. Claims derived from circumstances that already existed and/or were known to the Policyholder/Insured when the insurance was arranged.
17. Claims derived from unlawful actions of the Insured or any in breach of a governmental or legislative prohibition, and those derived from government action, such as confiscation, arrest or destruction.
18. Damage caused by any seepage or leaks.
19. Claims affected by the breach or any class of insolvency, and circumstances of suspension of payments and creditor insolvency arrangements of any service provider, including other carriers, travel organisers and hospitality services.
20. Travel booked against medical advice.
21. Claims directly or indirectly resulting from a terminal illness diagnosed before the insurance was arranged.
22. Travel in order to receive medical or aesthetic treatment.
23. Additional expenses or levies derived from errors or omissions in booking the travel or in obtaining visas or passports.
24. Claims derived from a failure to observe governmental warnings or those of any other official body regarding a recommendation not to travel to a particular country or region or regarding the situation of strike, uprising, adverse weather conditions, civil unrest or contagious diseases, where the Insured has failed to adopt appropriate measures to avoid or minimise any claim incident (including a change of the date of travel to the country or region covered by the recommendation).

#### IV. ASSISTANCE GUARANTEE - REPATRIATION

##### ARTICLE ONE. DESCRIPTION OF THE COVER INCLUDED

1. Transfer or repatriation on health grounds in the event of illness or accident of the insured traveller.

If the insured contracts a subsequent illness (including epidemic or pandemic diseases, such as Covid-19) or is the victim of an accident during the insured travel, the medical team of ALLIANZ TRAVEL will determine the most appropriate action to be taken, depending on the seriousness and urgency of the case. It will organise any necessary contact between its medical team and the physician treating the insured in order to provide appropriate healthcare.

In the event of urgency and medical seriousness of the insured's condition, and in accordance with the judgment of the ALLIANZ TRAVEL medical team in contact with the physician treating the insured and their family, the decision as to medical transportation will be taken by taking into account medical needs, to be organised from the current location of the insured to the closest hospital or that most appropriate for their condition of health or to their home, if hospitalisation is not required. If hospital admission is not possible close by the domicile of the insured, ALLIANZ TRAVEL will at the relevant moment cover the cost of the subsequent transfer to the place of residence of the insured. ALLIANZ TRAVEL will solely and exclusively cover the repatriation of the insured to their regular abode where medically necessary.

In the case of conditions that would not give rise to repatriation, transport will be by the most appropriate means as far as the location where the required care can be provided.

ALLIANZ TRAVEL will furthermore organise the repatriation of the insured and of an insured companion or their insured family (spouse, ascendant, descendant, sibling), in the event that because of a medical need the seriousness of which will be down to the judgment of the ALLIANZ TRAVEL medical team, the insured is unable to take the planned means of transport to return home. In this case the insured must first call the ALLIANZ TRAVEL Central Assistance Desk to request assistance for the medical need in question.

ALLIANZ TRAVEL will cover supplementary transport expenses for an insured companion or insured family member (spouse, ascendant, descendant, sibling), to the extent that the initially planned means of return transport cannot be used as a result of the repatriation of the insured.

If, following recovery, the insured and their insured relatives (spouse, ascendant, descendant, sibling) or insured companion wish to continue their travel and the state of health of the former so allows, ALLIANZ TRAVEL will cover the organisation of transfer to the travel destination, provided that the cost of this journey would be no greater than return travel to their regular abode. However, expenses derived from the pathology suffered by the insured will not be covered if the insured decides to continue to their travel destination.

##### 2. Extended hotel accommodation expenses

ALLIANZ TRAVEL will cover the cost of an extended stay by the insured in a hotel on medical instruction (including epidemic or pandemic diseases, such as Covid-19), with the agreement of its medical team, up to an amount of **€50 per day for a maximum of 7 days**.

##### 3. Travel and accommodation expenses for a relative or companion.

If the medical team of ALLIANZ TRAVEL expect the hospitalisation of the insured to last more than 5 days, or 3 days in the case of legal minors or disabled persons, **and provided that they are alone**, ALLIANZ TRAVEL will cover:

- ☐ A return ticket, by first class train or tourist class air travel for one person to travel with the insured.
- ☐ Hotel accommodation expenses for the relative or companion who has travelled out up to a limit

of **€50 per day for a maximum of 7 days.**

**4. Repatriation of the deceased insured.**

In the event of the death of the insured (including epidemic or pandemic diseases, such as Covid-19), ALLIANZ TRAVEL will cover:

- ☐ The cost of transportation of the body from the place of death to the place of burial.
- ☐ The conditioning expenses required for transportation, up to a maximum limit of **€600**.
- ☐ Supplementary transport expenses of insured family members (spouse or civil partner, ascendant, descendant, sibling) or of a likewise insured companion, to the extent that the initially planned means of return travel to their place of residence cannot be used as a result of the repatriation of the insured.

**5. Premature return because of serious illness, serious accident or death of a relative in Spain.**

In the event of serious illness, serious accident or death of the relatives of the insured in Spain, as defined in this policy, ALLIANZ TRAVEL will cover a return ticket for the insured and for each of the family members (spouse or civil partner, ascendant, descendant, sibling) or a companion, provided that they are insured, by first class train or tourist class air travel.

At the request of the latter, the return leg tickets may be replaced with one outbound and return ticket for one single member of the family. **Premature returns that are not requested or have not been organised by ALLIANZ TRAVEL will not be reimbursed.**

Serious illness is to be understood as an alteration of the health of the insured, confirmed by a medical professional, and that would entail hospitalisation (including epidemic or pandemic diseases, such as Covid-19).

Serious accident is to be understood as accidental bodily harm caused by an unforeseen external cause which, in the judgment of a medical professional, would entail hospitalisation.

The insured must provide proof or certificates of the fact that gave rise to the interruption of travel, essentially medical reports.

**6. Medical expenses.**

ALLIANZ TRAVEL will cover payment or reimbursement of medical, surgical, pharmaceutical and hospitalisation expenses originating, in other words caused and generated, during travel **outside the country of regular abode**, including epidemic or pandemic diseases cases, such as Covid-19, up to a limit of **€60,000**.

**7. Communication of urgent messages.**

As a result of the guarantees set out in this agreement, to be issued via the 24-hour Central Assistance Desk, or those directly performed by the insured. If the insured transmits them directly, ALLIANZ TRAVEL will only cover the expenses derived from the issuance thereof upon presentation by the insured of an invoice and proof of the urgency of the message.

**8. Compensation for lost connections because of delayed means of transport.**

If as a consequence of the delayed arrival of the original means of passenger transport at an airport or port where

the insured was to make a connection with a subsequent flight to continue the journey, the insured misses the connection or is unable to arrive at the departure gate, the company will compensate the insured upon presentation of invoices for a new connecting ticket to the point of destination or return to the place of origin, **up to the limit of the cost of the ticket not used.**

**In order to process payment, accredited documentation issued by the Owner of the means of passenger transport must be presented as confirmation of the delay, in addition to the original invoices for the expenses incurred.**

**This compensation will apply provided that it is not covered by the carrier company.**

**9. Delayed departure of means of transport.**

If the departure of the means of passenger transport chosen by the insured for travel is delayed by at least **5 hours**, the Insurer will, upon presentation of invoices, pay the hotel, living and transport expenses incurred during the wait and paid up until the departure, up to a limit of **€60**.

**In order to process payment, accredited documentation issued by the Owner of the means of passenger transport must be presented as confirmation of the delay. This compensation will apply provided that it is not covered by the carrier company.**

**Expenses incurred at any location other than where the delay takes place are excluded.**

**This guarantee will not cover cancellations of the departure of the means of transport, in other words, if the journey on the scheduled means of transport does not take place, with at least one place having been booked.**

**10. Legal defence expenses outside the country of regular abode.**

In the event that the insured is required to hire a lawyer for their legal defence outside their country of regular abode or citizenship, wherever the acts of which they are accused are not subject to a criminal penalty under the laws of the country where they are located, ALLIANZ TRAVEL will reimburse them their lawyer's fees up to a limit of **€5,000**.

**Acts connected with the professional activity of the insured, use or custody of a motor vehicle and contractual liabilities to which the insured is party are formally excluded from the application of this guarantee.** The insured undertakes to send ALLIANZ TRAVEL documented accreditation of the lawyer's fees at the earliest possible opportunity. This under no circumstances constitute legal defence insurance, but simply cover in addition to the travel assistance cover.

**11. Advance of bail money outside the country of regular abode.**

ALLIANZ TRAVEL will, up to a maximum limit of **€4,800**, advance the amount of bail money demanded by the legislation of the country in question in order for the insured to be released, if charged as a result of a traffic accident for which they prove responsible.

ALLIANZ TRAVEL reserves the right to request a guarantee or surety from the insured to secure receipt of the advance.

Within three months of a claim by ALLIANZ TRAVEL, the insured is obliged to reimburse the amount of bail money advanced.

If the insured has been reimbursed the bail money by the authorities in the country prior to expiry of the three-month period, this must be immediately refunded to ALLIANZ TRAVEL. In the event that the amount of bail money advanced is not reimbursed within the period of three months, ALLIANZ TRAVEL reserves the right furthermore to demand payment of the expenses and interest calculated in accordance with the legislation in force.

## 12. Sending of medication abroad.

ALLIANZ TRAVEL will handle the location and dispatch of any possible medication of vital importance that cannot be obtained in the location where the insured is hospitalised.

Nonetheless, the responsibility of ALLIANZ TRAVEL will lapse if the Directorate or Council of Pharmacists of Spain states that the product required is not available on the Spanish domestic market.

## 13. Care for children or disabled persons.

If the insured is repatriated by ALLIANZ TRAVEL and is accompanied only by children under legal age or with a disability, the company will cover travel by a person to accompany the children under legal age or with disability on their return trip.

If ALLIANZ TRAVEL organises the repatriation of a child under legal age or with a disability and they are alone, ALLIANZ TRAVEL will cover travel costs for a person to travel with the legal minor to accompany them on their repatriation.

## 14. Emergency dental expenses.

ALLIANZ TRAVEL will cover payment or reimbursement of dental expenses as a result of infection, trauma or pain requiring urgent treatment, provided that these arise outside the country of regular abode, up to a maximum limit of **€300**.

## 15. Civil Liability.

A guarantee is provided for any civil liability incurred by the insured as a result of personal and/or material damages and losses accidentally occasioned to third parties in person, animals or property, as a consequence of accidental events occurring during travel, up to a maximum limit of **€60,000 (excess of €90)**.

**This limit includes payment of court costs and expenses and posting of bail required of the insured.**

## ARTICLE 2. GENERAL EXCLUSIONS

A general exclusion applies to all benefits not previously requested of ALLIANZ TRAVEL or those organised directly by the insured without the involvement of the Insurer, except in cases of force majeure or where this would be materially impossible, with due accreditation thereof.

The exclusions indicated below will apply to all forms of cover included under the Assistance-Repatriation guarantee.

1. Illnesses, accidents or death occurring as a consequence of the consumption of alcohol, drugs and narcotics, unless prescribed by a doctor and consumed in the medically prescribed manner.

2. Culpable acts, negligence by the Insured, and deliberate self-harm, suicide or attempted suicide by the Insured.
3. Claim incidents occurring in the event of war, whether or not declared, uprisings, rebellion, insurrection, actions of the Armed Forces, coups d'état, popular movements or similar events, unless the Insured was unexpectedly overtaken by the onset of the conflict abroad. In this case, the insurance guarantees will cease FOURTEEN days after the conflict begins.
4. Effects caused by a source of biological or chemical radioactivity, and damage caused by the use of nuclear weapons. Claims directly or indirectly derived from chemical or biological materials, substances or components that could harm or destroy human life or create social alarm.
5. Claim incidents caused by earthquake, tsunami, extraordinary flooding, volcanic eruptions, epidemics, pandemic, quarantine, atypical cyclonic storm and bodies or rocks falling from space, and acts of terrorism.
6. Epidemics, pandemics and quarantine, except as expressly stated in the sections related to the covered risks.
7. Confinement, understood as seclusion or compulsory isolation that generally applies to part or all of the population or widely to a geographical area, or which applies according to the place of departure, destination or passage that the Insured has to pass through, decreed by the home country's government or under the opinion of the corresponding local authority at the place of destination or passage during the trip.
8. The following activities are excluded: blowpipe shooting, archery, ballooning, windsurfing, kite surfing, sailing, fishing, golf, mountain biking, canoeing, kayaking, hiking, orienteering, horse trekking, quads, 4WD excursions, karting, motor boating, trekking, paintball, jetskis, ultralight, helicopter, water skiing, ultra-tube and bus-bob, rafting, parasailing, canoe rafting, hydro-speed, parachuting, snowboarding, snowshoe excursions. An exclusion applies to the pursuit of any sport at the professional level, whether or not for remuneration, in competition or in preparatory training, in addition to the following activities: canyoning, canyon descent, bungee jumping, mountaineering, climbing, alpine climbing, undersea diving, caving, tethered jumping or any other activity considered to be high-risk. An exclusion likewise applies to sporting expeditions by sea or in mountains or desert regions.
9. Accidents occurring as a result of skiing.
10. Any type of travel for therapeutic purposes or to receive aesthetic treatments is excluded.
11. Search and rescue of people at sea, in mountains or desert regions.
12. Cadaver conditioning expenses exclude the costs of burial, the ceremony and funeral arrangements.
13. The expenses occasioned by an illness or accident of which the Insured had not fully recovered at the time when travel began or continued, under Guarantee 1, or which in the judgment of the ALLIANZ TRAVEL medical team would make the travel in question medically inadvisable.
14. Any repatriation or transfer occurring as a result of mental illnesses that, in the judgment of the ALLIANZ TRAVEL medical team, would require hospitalisation at the destination for less than 24 hours.
15. Travel booked or begun contrary to medical advice.
16. Claims derived from circumstances that already existed and/or were known to the Policyholder/Insured when the insurance was arranged.
17. Claim incidents derived from the unlawful actions of the Insured or in breach of a governmental or legislative prohibition, including the requirements to obtain a visa or passport, and any derived from



- government action, such as confiscation, arrest or destruction.
18. Damage caused by any seepage or leaks, or by pollution or contamination.
  19. Claims affected by the breach or any class of insolvency, and circumstances of suspension of payments and creditor insolvency arrangements of any service provider, including other carriers, travel organisers and hospitality services.
  20. Claims directly or indirectly resulting from a terminal illness diagnosed before the insurance was arranged.
  21. Additional expenses or levies derived from errors or omissions in booking the travel or in obtaining visas or passports.
  22. Claims derived from a failure to observe governmental warnings or those of any other official body regarding a recommendation not to travel to a particular country or region or regarding the situation of strike, uprising, adverse weather conditions, civil unrest or contagious diseases, where the Insured has failed to adopt appropriate measures to avoid or minimise any claim incident (including a change of the date of travel to the country or region covered by the recommendation).
  23. Claim incidents derived from depression, anxiety, stress and mental or nervous disorders.

This policy does not grant any cover or benefit for any business or activity to the extent that such cover, benefit, business or activity, including underlying activities, would be in breach of any law or regulation of the United Nations or of the European Union regarding economic sanctions, or any other regulation regarding economic or trade sanctions that would apply.

In addition to the general exclusions cited above (subsections 1 and 21, inclusive), the following exclusions will likewise apply to the MEDICAL EXPENSES cover:

24. Check-ups on previously known illnesses.
25. Expenses of thermal waters, heliotherapy or aesthetic treatments.
26. Expenses of prosthetics, implants and orthopaedic materials; rehabilitation and physiotherapy expenses.
27. Expenses of vaccination; dental expenses arising in the country of regular abode of the insured, and those that are not emergencies.
28. Expenses arising after the travel dates.
29. Contraception and abortion expenses.
30. Preventive medicine expenses.
31. Expenses that in the judgment of the ALLIANZ TRAVEL medical team are subject to contraindication for the insured's condition.
32. Medical expenses arising less than 30 kilometres from the insured's home (15 km in the Spanish islands).
33. Expenses connected with any chronic illness or complication during pregnancy.
34. Expenses derived from treatments begun in the country of origin.
35. Medical expenses connected with any type of mental illness or psychological imbalance.
36. Expenses resulting from any pre-existing illness, whether or not known to the insured.

CIVIL LIABILITY cover will be subject to the general exclusions (subsections 1 and 21, inclusive), in addition to those indicated below:

37. Any type of liability derived from the use and driving of motor vehicles, aircraft or waterborne vessels, or the use or ownership of explosives and weapons of any type or nature.
38. If resulting from any professional activity. Contractual civil liability.
39. If resulting from the pursuit of sport at a professional level.

40. Damage caused to property or animals loaned, rented or left in deposit.
41. Fines or penalties.
42. Damage caused to relatives, persons living with the Insured or Insureds under the same insurance.
43. Damage occurring in altercations, bets, demonstrations, riots, etc.
44. Accidents occurring while skiing or engaging in any type of adventure activity.
45. Damage caused by bad faith on the part of the Insured Party.
46. Damage caused by the Insured while under the influence of alcoholic beverages, intoxicating drugs and narcotics.
47. Damage caused by earthquakes and tsunamis, extraordinary flooding, volcanic eruptions, atypical cyclonic storms and bodies or rocks falling from space.
48. Damage caused by terrorism, rebellion, mutiny and popular uprising.
49. Damage caused by events or actions of the Armed Forces or Law Enforcement Agencies during Peacetime.
50. Expenses of less than €90.

## V. LUGGAGE GUARANTEE

### ARTICLE ONE. DESCRIPTION OF THE COVER INCLUDED

#### 1. Luggage is insured against:

- ☐ Robbery, to be understood as the misappropriation of the property of another against the will of the insured, through acts entailing violence or threats to persons, or the use of force against property.
- ☐ Total or partial destruction during transportation by a passenger transportation company.
- ☐ Loss during transportation by a passenger transportation company.

**Maximum limit per insured person: €1,200.**

In the case of total or partial destruction of the luggage, or loss during transportation by a carrier company, the Insurer will supplement the compensation payable by the carrier, following payment by said party, up to a **total amount of €1,200 per insured.**

The maximum compensation will be for all claims suffered by the insured over the course of the contracted guarantee period.

2. Insurance covers reimbursement of the purchase of essential items in the event of delay of more than 24 hours in the delivery of luggage checked in for the outbound journey, up to a maximum limit of **€60**. Essential items are to be understood as all those serving to fulfil essential personal hygiene and clothing needs. This compensation cannot be combined with any compensation which might be given as a result of robbery or loss of luggage during passenger transportation. The insured must present documented accreditation of the purchases made and the confirmation issued as to the delay.



## COMPENSATION CALCULATION.

Compensation is calculated on the basis of the real value of the damaged objects, in other words the value of the object affected by the claim incident at the moment immediately prior to the incident. This is determined by deducting the depreciation caused by age, wear and tear from the value as new (the price of sale of the insured object in new condition). Compensation may not exceed the amount of the loss suffered, nor take into account any indirect damages.

**Notwithstanding the above, the maximum compensation for the valuables overall will be 50% of the aforementioned guaranteed sum, taking into account the terms set out below:**

- Jewellery, items made from a precious metal, precious stones, pearls and watches are guaranteed only against robbery, and only if they are on the person of the insured or were placed in the safe of a hotel.
- Photographic, cinematographic, sound or image recording or playback equipment, in addition to accessories and leather garments, are guaranteed only against robbery and only if they are on the person of the insured or were placed in left luggage.

## ARTICLE TWO. GENERAL EXCLUSIONS.

The luggage guarantee will not apply in the locality where the insured has their primary or secondary residence.

1. All claims:
  - Deliberately caused by the insured or through the serious negligence thereof.
  - As a result of a decision by the competent authority during civil or foreign war, whether or not declared, mutiny, rebellion, insurrection, actions of the Armed Forces, coups d'état, uprisings and popular movements or similar, strikes, acts of terrorism.
  - Caused by moving house.
2. Robbery committed by the personnel of the Insured when performing their functions.
3. Misappropriation of objects left unsupervised in any public place.
4. Destruction resulting from an inherent fault of the object, normal and natural wear and tear, spillage of liquids, fatty, colourant or corrosive materials forming part of the insured luggage.
5. Destruction of fragile objects, ceramics, glass, porcelain and marble.
6. Objects stolen, lost, left behind or simply misplaced.
7. Robbery committed from inside a private vehicle, except in the case of a hire car.
8. The purchase of essential items on the return leg to the regular abode of the Insured.
9. Claim incidents caused by earthquake, tsunami, extraordinary flooding, volcanic eruption, epidemics, quarantine, atypical cyclonic storm and bodies or rocks falling from space, and acts of terrorism.
10. Epidemics, pandemics and quarantine, except as expressly stated in the sections related to the covered risks.
11. Confinement, understood as seclusion or compulsory isolation that generally applies to part or all of the population or widely to a geographical area, or which applies according to the place of departure, destination or passage that the Insured has to pass through, decreed by the home country's government or under the opinion of the corresponding local authority at the place of destination or passage during the trip.

12. Claims derived from circumstances that already existed and/or were known to the Policyholder/Insured when the insurance was arranged.
13. Claims derived from unlawful actions of the Insured or any in breach of a governmental or legislative prohibition, and those derived from government action, such as confiscation, arrest or destruction.
14. An exclusion likewise applies to claim incidents resulting from the consumption of alcohol, drugs and narcotics.
15. Damage caused by any seepage or leaks, or by pollution or contamination.
16. Claims affected by the breach or any class of insolvency, and circumstances of suspension of payments and creditor insolvency arrangements of any service provider, including other carriers, travel organisers and hospitality services.
17. Claims derived from a failure to observe governmental warnings or those of any other official body regarding a recommendation not to travel to a particular country or region or regarding the situation of strike, uprising, adverse weather conditions, civil unrest or contagious diseases, where the Insured has failed to adopt appropriate measures to avoid or minimise any claim incident (including a change of the date of travel to the country or region covered by the recommendation).
18. Effects caused by a source of biological or chemical radioactivity, and damage caused by the use of nuclear weapons. Claims directly or indirectly derived from chemical or biological materials, substances or components that could harm or destroy human life or create social alarm.

This policy does not grant any cover or benefit for any business or activity to the extent that such cover, benefit, business or activity, including underlying activities, would be in breach of any law or regulation of the United Nations or of the European Union regarding economic sanctions, or any other regulation regarding economic or trade sanctions that would apply.

The following objects/expenses are excluded:

19. Documents, ID cards, credit cards, magnetic cards, transport tickets, cash, securities and keys.
20. Bicycles, hunting rifles, windsurf boards, snowboards and all types of sporting material, including accessories (unless, in the latter two cases, insurance was arranged for hunting, skiing or adventure activities).
21. Professional materials.
22. Musical instruments, artworks, antiquities, collections and goods.
23. Spectacles, contact lenses, prostheses and orthopaedic devices of any kind.
24. Telephony and electronic devices and the corresponding accessories, except as established in the subsection "Limit of compensation" for photographic and cinematographic, sound or image recording or playback materials.
25. Any type of IT materials.

**Obligations of the insured if the stolen or lost objects are found:**

- ☐ The insured must notify ALLIANZ TRAVEL in writing immediately upon learning of the occurrence.
- ☐ If ALLIANZ TRAVEL has not yet made payment, the insured must take possession of the objects. ALLIANZ TRAVEL will only cover the cost of possible damage and partial loss if covered by the policy.
- ☐ If ALLIANZ TRAVEL has already paid, the insured may opt either to give up the objects, which will be retained by ALLIANZ TRAVEL, or otherwise to retain them and to return the compensation received to ALLIANZ TRAVEL, following a deduction for any damage or partial loss. If the insured does not express any option within 15 days, ALLIANZ TRAVEL will understand that the insured has opted to give up the property.

FORM 2021.10

**AWP P&C SA,**  
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**PRIVACY  
DECLARATION****FULL PERSONAL DATA  
PROTECTION  
INFORMATION**

We show concern for the processing of your personal data. AWP P&C SA Sucursal en España, is the permanent establishment in Spain of the French insurance company AWP P&C SA, registered in the Administrative Register of Insurance and Reinsurance Entities of the Directorate-General for Insurance and Pension Funds under code number E0202. Protecting your privacy is our highest priority. This declaration explains how and what type of personal data will be collected, what they are collected for, and who they are shared with. Please read this notice carefully.

**1. Who is the Data Controller?**

The data controller is the natural or legal person controlling and responsible for maintaining and processing personal data.

Identity: AWP P&C SA, SUCURSAL EN ESPAÑA. Tax ID: W0034957A  
Registered office: Calle Ramírez de Arellano, 35, 28043 Madrid.  
Telephone: 91 325 54 40  
Email: [comercial.es@allianz.com](mailto:comercial.es@allianz.com)  
Data protection officer contact details: [azpes.privacy@allianz.com](mailto:azpes.privacy@allianz.com)

**2. For what purpose do we process your data?**

AWP P&C SUCURSAL EN ESPAÑA will process your personal data for the following purposes:

- Arrangement, management, maintenance and development of the insurance contract.
- To process your cases and claims, conduct investigations and loss adjustments as required to establish the existence of the claimed loss, determine your cover, and the amount of any compensation and/or reimbursement payable by this Insurance Company, including within the scope of Article 32 of Insurance Contracts Act 50/1980 (Multiple Insurance).
- In the case of policies with guarantees for Assistance and Medical Expenses, we will process your health data to determine the cover and scope of assistance required, the cost of the services covered, and to administer payment or reimbursement of the health services provided, as applicable.
- To fulfil the obligations incumbent under the insurance contract, the provisions of Insurance Contracts Act 50/1980, and all other regulations in force governing insurance.
- Prevent, investigate and/or uncover fraud in the selection of risks and in the handling of claims.
- To conduct the necessary investigations (using internal tools to consult your personal data via other publicly and/or privately available sources of data), to fulfil the applicable international and national regulations regarding economic and/or trade sanctions.
- Perform statistical and quality control studies, and claims rates analysis.

- To fulfil legal obligations such as, without being confined thereto, those regarding administrative, accounting and tax control.
- Exercise rights and fulfil obligations entered into by AWP P&C SA, Sucursal en España, with other Insurance or Reinsurance Companies with which reinsurance or co-insurance contracts may have been formalised to cover this specific risk. Your data will be communicated to them for this purpose in accordance with the provisions of Insurance Contracts Act 50/1980.
- Advertising and marketing purposes for our own products and services and those of duly legitimated third parties.
- Automated decision-making (including profiling).
- Communication of data to the competent public authorities, to Courts or State Law Enforcement Agencies.
- We will process your data if so provided in a provision of European Union legislation or an act of law, which may determine the general conditions for processing and the types of data processed, in addition to any assignments occurring in fulfilment of the legal obligation.
- Special processing conditions, such as the adoption of additional security measures and other analogous measures in accordance with the provisions of the European Data Protection Regulations.
- We will record your voice and store the telephone conversation to maintain the quality of the services provided, and may use this as evidence in claim proceedings in or out of court, and hand it over if so demanded by the competent authorities.

### **3. How will we obtain your personal data?**

For the formalisation of the insurance contract we will receive your personal data directly from the company American Airlines with which you contracted the services.

We will normally gather the personal data provided directly from the data subject and via various channels: data request forms, telephone conversations, postal or electronic mail and fax.

The policyholder must provide the information contained in this privacy declaration to all other insureds covered by the policy or third parties whose data the policyholder provides, both for the formalisation of the insurance contract and for the handling of claims and complaints, being responsible for obtaining said persons' explicit consent for data processing performed for the stated purposes.

We may likewise for the stated purposes gather your personal data via other sources, such as access via public sources (official journals and gazettes, public registers, social media and the Internet) or via third parties (relatives and companions for the processing of cases and claims; insurance agents and other insurance companies for the formalisation of insurance and reinsurance contracts; loss adjusters, lawyers and other technical personnel for the handling of claims and complaints).

The data that we request of you and that we will process for the stated purposes include the following categories of identification data, economic data, categories of sensitive data (where necessary to provide the services established in the signed contract).

### **4. What is the legitimate basis for the processing of your data?**

#### **LEGITIMATE BASIS THROUGH PERFORMANCE OF A CONTRACT**

- Arrangement, maintenance, development and control of the insurance contract.

- To process your cases and claims, conduct investigations and loss adjustments as required to establish the existence of the claimed loss, determine your cover, and the amount of any compensation and/or reimbursement payable by this Insurance Company, including within the scope of Article 32 of Insurance Contracts Act 50/1980 (Multiple Insurance).

If the required data are not provided, it will not be possible to process the application for an insurance contract or the requested service, nor, where applicable, to handle your complaint or resolve the declared insurance claim.

#### **LEGITIMATE BASIS THROUGH CONSENT OF THE DATA SUBJECT**

- In the case of policies with guarantees for Assistance and Medical Expenses, we will process your health data to determine the cover and scope of assistance required, the cost of the services covered, and to administer payment or reimbursement of the health services provided, as applicable.

If you do not authorise the processing of your personal data for this purpose, it will not be possible to process the requested assistance or to resolve the declared insurance claim.

- If you so authorise us, advertising actions with regard to our own products which may be of interest to you, which may be conducted via any channel (including remote digital channels), as you will be duly informed when your consent is obtained.
- If you so authorise us, we will communicate your data to companies of the Allianz Partners group for advertising actions with regard to products and services, which may be conducted via any channel (including remote digital channels), as you will be duly informed when your consent is obtained.
- If you so authorise us, we will communicate your data to companies of the Allianz group for advertising actions with regard to products and services, which may be conducted via any channel (including remote digital channels), as you will be duly informed when your consent is obtained.

If you do not authorise the processing of your data for the stated purposes, this will not affect the maintenance, development and control of the signed insurance contract.

#### **LEGITIMATE BASIS THROUGH LEGITIMATE INTEREST OF THE DATA CONTROLLER OR A THIRD PARTY**

- Prevent, investigate and/or uncover fraud in the selection of risks and in the handling of claims.
- Perform statistical and quality control studies, and claims rates analysis.
- Exercise rights and fulfil obligations entered into by AWP P&C SA, Sucursal en España, with other Insurance or Reinsurance Companies with which reinsurance or co-insurance contracts may have been formalised to cover this specific risk. Your data will be communicated to them for this purpose in accordance with the provisions of Insurance Contracts Act 50/1980.
- Commercial actions conducted on a general or customised basis to offer you products or services of this insurer that are similar to those that you have contracted, which may be conducted via any channel, including remote digital channels (email, SMS, social media, mobile applications, etc.).

#### **LEGITIMATE BASIS THROUGH FULFILMENT OF A LEGAL OBLIGATION**

- Communication of data to the competent public authorities, to Courts or State Law Enforcement Agencies.



- We will process your data if so provided in a provision of European Union legislation or an act of law, which may determine the general conditions for processing and the types of data processed, in addition to any assignments occurring in fulfilment of the legal obligation.
- Special processing conditions, such as the adoption of additional security measures and other analogous measures in accordance with the provisions of the European Data Protection Regulations.

**5. Who will have access to your personal data? To which recipients will your personal data be communicated?**

We will ensure that the personal data collected are processed for duly legitimated uses and purposes, either because you have granted authorisation, or in order to fulfil obligations or exercise rights that are legally acknowledged.

For the stated purposes, and under the conditions indicated, your personal data may be transferred to the following recipients, who will act as controllers in any processing of personal data performed by them:

- Public authorities.
- Other companies of the Allianz group.
- Other insurers, co-insurers and re-insurers.
- Insurance intermediaries.
- Banking institutions.

We may also share your personal data for the stated purposes and under the conditions indicated, with the following recipients, who will act as personal data processors acting under our instructions:

- Other companies of the Allianz group, even if they are located in countries that do not belong to the European Economic Area. These companies are subject to obligations in the processing of personal data they perform under the terms of the Allianz Privacy Rules (the Allianz BCR) which establish adequate protection of personal data, and are binding on all Allianz Group companies. You may consult the ALLIANZ BCR document via the following link: <https://www.allianz-partners.com/allianz-partners---binding-corporate-rules-.html>.
- Technical consultants.
- Professionals, lawyers, loss adjusters and service provision companies/entities.
- Advertising and marketing companies, for the sending of commercial communications, in accordance with the provisions of Information Society and Electronic Commerce Services Act 34/2002, and in accordance with the consent given by you.
- Service provision providers.

We will not share your personal data with third parties with which no relationship exists, for the sending of their own commercial communications without your consent.

Lastly, we may share your personal data in the following cases:

- In the event of any potential or actual restructuring, merger, sale, joint venture, assignment, transfer of disposal of all or any of our company, assets or inventory (including any insolvency proceedings or similar).
- To fulfil any legal obligation, including the sharing of data with the corresponding ombudsman if you wish to file a complaint about the product or service that we have provided to you.

## **6. Where would your personal data be processed?**

Your personal data may be processed within or outside the European Economic Area (EEA) by the recipients specified in Section 5 above, subject at all times to contractual restrictions with regard to confidentiality and security in the processing of personal data, in accordance with the applicable data protection laws and regulations. We will not disclose your personal data to any recipients that are not authorised to process them.

Each time we transfer your personal data for processing outside the EEA by another company of the Allianz Group, we will do so in accordance with and subject to the terms established in the binding corporate rules approved by Allianz, known as the Allianz Privacy Regulations (ALLIANZ BCR), which establish adequate protection for the processing of personal data, and are legally binding on all companies of the Allianz Group. The Allianz BCR document and the list of Allianz Group companies that comply with these rules may be consulted by the following link: <https://www.allianz-partners.com/allianz-partners---binding-corporate-rules-.html>. Where the Allianz BCR cannot be applied, we will instead adopt measures to ensure that the transfer of your personal data outside the EEA receives an adequate level of protection as within the EEA. You may request information as to the measures adopted for such transfers (such as Standard Contractual Clauses) by contacting us via the channels indicated in this declaration.

## **7. What are your rights and how can you exercise them?**

In accordance with the applicable legal provisions, you are entitled to:

- Access your personal data and be informed of the source of the data, the purposes and objectives of processing, the categories of personal data processed, the identification details of the data controller or the recipients or categories of recipient to which data may be communicated.
- Update or correct your personal data to ensure they are always precise.
- Delete your personal data from our records if they are no longer required for the aforementioned purposes.
- Restrict the processing of your personal data to certain circumstances, such as in the event of a challenge to their accuracy, for as long as required to verify their accuracy.
- Obtain a copy of your processed personal data in electronic format for the data subject, and have them transferred to any other data controller that you specify to us.
- Withdraw your consent at any time in those cases where personal data are processed on the basis of the explicit consent given.
- In those cases permitted by the applicable regulations or laws, you are entitled to object to the processing of your personal data and to request the termination of processing for any of the stated purposes. Once we have received your request, we will no longer process your personal data, except in the legally permitted cases and circumstances.

You may ask to exercise your rights by writing to AWP P&C SA. Sucursal en España (indicating "DATA PROTECTION"), at Calle Ramírez de Arellano 35, 28043 de Madrid, or via the email address [azpes.privacy@allianz.com](mailto:azpes.privacy@allianz.com)

You may at any time file a complaint or claim regarding your rights or interests within the scope of data protection by contacting the Spanish Data Protection Agency (<https://www.agpd.es>), Calle Jorge Juan, 6, 28001 Madrid. Tel. 902 007 214 – 91 837 22 95.

#### **8. For how long will we store your personal data?**

We will store your personal data throughout the term of the insurance contract signed, for the stated purposes, and following expiry thereof:

- For a period of 6 years from the last entry made in order to comply with the accounting obligations contained in Article 30 of the Code of Commerce.
- For the period indicated under the statute of limitations for claims based on the insurance contract, as set out in Article 23 of Insurance Contracts Act 50/1980.

We will not store your personal data for any longer than strictly necessary, and will do so only for the purposes for which they were obtained.

#### **9. How can you contact us?**

If you have any questions about how we use your personal data, you may contact us via the channels indicated in subsection 1 of this declaration.

#### **10. How often do we update this privacy notice?**

We periodically revise this privacy notice. We will ensure that the most recent version is available on this website, and will inform you directly of any major change that could affect you.

Last updated on 25/06/2019.

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