

## **COVERAGE SUMMARY**

COVERAGE	WHEN IT APPLIES	MAXIMUM BENEFIT
Trip Cancellation Coverage	You have to cancel your trip before you depart.	€ 5,000
Travel Delay Coverage	Your travel plans are delayed while you are on your trip. Maximum reimbursement per 24-hour period of delay: With Receipts Daily Limit - \$100 Daily Limit Minimum Required Delay - 4 hours	€ 250

Please carefully review your policy for complete details. The definitions of the terms in the Definitions section of the policy will also apply to those terms when used in this Coverage Summary.

#### **IMPORTANT NOTE:**

- Events or situations known or foreseeable at the time this contract is acquired are not covered.
- Your contract does not cover pre-existing medical conditions.
- Any payment you receive from any other insurance provider, or from any other entity, will be deducted from your claim.
- Unless otherwise specified, the indemnity limits shown above are per person designated in the particular conditions.
- The start date of the policy will be the departure date of your trip as shown in the particular conditions, and the end date of coverage and the return date will be the return date of your trip as shown in your particular conditions (not exceeding 92 days from the departure date). Please contact us if you need to make any changes to your policy dates.

For customer service, please: call: +34 91 904 81 45 sending an email to travel.es@allianz.com

## **GENERAL CONDITIONS**

#### **WHO WE ARE**

We are AWP P&C SA, Branch in Spain, with registered office at Calle Ramírez de Arellano 35, 3rd floor, 28043 Madrid, with NIF W0034957 A, registered in the Madrid Commercial Registry in volume 26,138, folio 140, section 8, page M-471120, and registered in the Special Register of Insurance Entities in Spain with number E0202.

The Member State responsible for the supervision of the INSURER is FRANCE, and the Authority responsible for such supervision is the "Autorité de Contrôle Prudentiel et de Résolution" (ACPR), 61 rue Taitbout, 75436 Paris Cedex 09.

The Directorate General of Insurance and Pension Funds (DGSFP), of the Ministry of Economy and Finance, in accordance with Article 115 of Law 20/2015, of July 14, on the regulation, supervision, and solvency of Insurance and Reinsurance entities.

Spanish regulations do not apply to the eventual liquidation of Insurance entities, as indicated in Law 20/2015, of July 14, on the regulation, supervision, and solvency.

#### **ABOUT THIS POLICY**

This *policy* is *our* contract with *you* that offers insurance coverage for a specific *trip*. Please read it carefully. *We* have tried to make it simple and easy to understand while also clearly describing the terms and conditions of *your* coverage. If *you* have any questions, *we* are available during our working hours listed in Coverage Summary. Just visit *us* online or give *us* a call using the contact information listed in Coverage Summary. And, if *your* travel arrangements change, please be sure to let *us* know so *we* can make any necessary updates to *your policy*.

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

## WHAT THIS POLICY INCLUDES AND WHOM IT COVERS

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

Your policy consists of 2 parts:

- 1. General Conditions
- 2. Particular Conditions

#### NOTE:

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

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## DEFINITIONS

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

Accident	An unexpected and unintended event that causes <i>injury</i> , property damage, or both.	
Accommodation	A hotel or any other kind of lodging for which <i>you</i> make a reservation or where <i>you</i> stay and incur an expense.	
Act of war	Any act which is associated with and occurring in the course of <i>war</i> or directly triggering it.	
Adoption proceeding	A mandatory legal proceeding or other meeting required by law to be attended by you as a prospective adoptive parent(s) in order to legally adopt a minor child.	
Civil disorder	Any public protest, strike, riot, demonstration, unlawful assembly, or disturbance within a community, region, state, or nation involving acts of violence, <i>vandalism</i> , lawlessness, disobedience, or obstruction of free access or movement in public areas by assemblages of 20 or more persons. It does not include any such occurrence that rises to the level of or is connected with any <i>political risk, terrorist event</i> , or <i>war</i> .	
Climbing sports	An activity utilizing harnesses, ropes, belays, crampons, or ice axes. It does not include supervised climbing on artificial surfaces intended for recreational climbing.	
Cohabitant	A person you currently live with and have lived with for at least 12 consecutive months and who is at least 18 years old.	
Computer System	Any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.	
Covered reasons	The specifically named situations or events for which <i>you</i> are covered under this <i>policy</i> .	
Cyber Risk	<ul> <li>Any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any one or more instances of any of the following: <ol> <li>Any unauthorized, malicious, or <i>illegal act</i>, or the threat of such act(s), involving access to, or the processing, use, or operation of, any <i>computer system</i>;</li> <li>Any error or omission involving access to, or the processing, use, or operation of any <i>computer system</i>;</li> <li>Any partial or total unavailability or failure to access, process, use, or operate any <i>computer system</i>; or</li> </ol> </li> <li>Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.</li> </ul>	
Departure date	The date on which <i>you</i> are originally scheduled to begin <i>your</i> travel, as shown on <i>your</i> travel itinerary.	
Doctor	Someone who is legally authorized to practice medicine or dentistry and is licensed if required. This cannot be <i>you</i> , a <i>traveling companion</i> , <i>your family member</i> , a <i>traveling companion's family member</i> , the sick or <i>injured</i> person, or that person's <i>family member</i> .	
Epidemic	A contagious disease recognized or referred to as an epidemic by a representative of the World Health Organization (WHO) or an official government authority.	

Family member	Your:	
runny member	<ol> <li>Spouse (by marriage, common law, domestic partnership, or civil union);</li> </ol>	
	<ol> <li>Spouse (by marriage, common law, domestic partnership, or civil dilon),</li> <li>Cohabitants;</li> </ol>	
	3. Parents and stepparents;	
	<ol> <li>Children, stepchildren, foster children, adopted children, or children currently in the adoption process;</li> </ol>	
	5. Siblings;	
	6. Grandparents and grandchildren;	
	<ol><li>The following in-laws: mother, father, son, daughter, brother, sister, and grandparent;</li></ol>	
	8. Aunts, uncles, nieces, and nephews;	
	9. Legal guardians and wards; and	
	10. Paid, live-in caregivers;	
First responder	Emergency personnel (such as a police officer, emergency medical technician, or firefighter) who are among those responsible for going immediately to the scene of an accident or emergency to provide aid and relief.	
High-altitude activity	An activity that includes, or is intended to include, going above 4500 meters in elevation, other than as a passenger in a commercial aircraft.	
Illegal act	An act that violates law where it is committed.	
Injury	Physical bodily harm.	
Local public	Local, commuter, or other urban transit system carriers (such as commuter rail, city	
transportation	bus, subway, ferry, taxi, for-hire driver, or other such carriers) that transport <i>you</i> or a <i>traveling companion</i> less than 150 kilometers.	
Mechanical breakdown	A mechanical issue, which prevents the vehicle from being driven normally, including an electrical issue, flat tire, or running out of fluids (except fuel).	
Natural disaster	<ul> <li>A large-scale extreme weather or geological event that damages property, disrupts transportation or utilities, or endangers people, including without limitation: earthquake, fire, flood, hurricane, or volcanic eruption.</li> <li>An <i>epidemic</i> that is recognized or referred to as a pandemic by a representative of the World Health Organization (WHO) or an official government authority.</li> <li>This travel insurance contract. The <i>policy</i> includes this General Conditions, Particular Conditions and the Summary of coverages.</li> </ul>	
Pandemic		
Policy		
Political risk	Any one or more of the following:	
	<ul> <li>Any event, organized resistance, or action intending or implying the intention to overthrow, supplant or change outside of normal legal processes the existing head of state, elected official, appointed official, government, or organized political or ruling group;</li> <li>Nationalization;</li> </ul>	
	Confiscation;	
	• Expropriation;	
	Deprivation;	
	Requisition;	
	<ul> <li>Revolution;</li> </ul>	
	Rebellion;	
	Insurrection;	
	Uprising;	

	Military and usurped power.
Primary residence	Your permanent, fixed home address for legal and tax purposes.
Pre-existing medical condition	<ul> <li>An <i>injury</i>, illness, or medical condition that, within the 120 days prior to and including the purchase date of this <i>policy</i>:</li> <li>1. Caused a person to seek medical examination, diagnosis, care, or treatment by a <i>doctor</i>;</li> <li>2. Presented symptoms; or</li> <li>3. Required a person to take medication prescribed by a <i>doctor</i> (unless the condition or symptoms are controlled by that prescription, and the prescription has not changed).</li> <li>The illness, <i>injury</i>, or medical condition does not need to be formally diagnosed in order to be considered a <i>pre-existing medical condition</i>.</li> </ul>
	For example, a sprained knee <i>you</i> have had treated in the 120 days prior to and including the purchase date of <i>your policy</i> will be considered a <i>pre-existing medical condition</i> . If <i>you</i> later have to cancel <i>your trip</i> because, for instance, the sprained knee now requires surgery, or because <i>your</i> recovery is taking longer than expected, or for any other reason arising out of the knee sprain, this would be considered a <i>pre-existing medical condition</i> .
Quarantine	Mandatory involuntary confinement by order or other official directive of a government, public or regulatory authority, or the captain of a commercial vessel on which <i>you</i> are booked to travel during <i>your trip</i> , which is intended to stop the spread of a contagious disease to which <i>you</i> or a <i>traveling companion</i> has been exposed.
RefundCash, credit, or a voucher for future travel that you are eligible to receive fsupplier, or any credit, recovery, or reimbursement you are eligible to ryour employer, another insurance company, a credit card issuer, or any c	
Return Date	The date on which <i>you</i> are originally scheduled to end <i>your</i> travel, as shown on <i>your</i> travel itinerary.
Service animal	Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Examples of work or tasks include, but are not limited to guiding people who are blind, alerting people who are deaf, and pulling a wheelchair. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not considered work or tasks under this definition.
Severe weather	Hazardous weather conditions including but not limited to windstorms, hurricanes, tornados, fog, hailstorms, rainstorms, snow storms, or ice storms.
Terrorist event	An act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), which constitutes terrorism as recognized by the government authority or under the laws of your country of residence, and is committed for political, religious, ethnic, and/or ideological purposes, including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear. It does not include <i>political risk</i> .

Traffic Accident	An unexpected and unintended traffic-related event, other than mechanical breakdown, that causes injury, property damage, or both.
Travel carrier	<ul> <li>A company licensed to commercially transport passengers between cities for a fee by land, air, or water. It does not include:</li> <li>1. Rental vehicle companies;</li> <li>2. Private or non-commercial transportation carriers;</li> <li>3. Chartered transportation, except for group transportation chartered by <i>your</i> tour operator; or</li> <li>4. Local public transportation.</li> </ul>
Travel supplier	A travel agent, tour operator, airline, cruise line, hotel, railway company, or other travel service provider.
Traveling companion	A person or <i>service animal</i> traveling with <i>you</i> or traveling to accompany <i>you</i> on <i>your trip</i> . A group or tour leader is not considered a <i>traveling companion</i> unless <i>you</i> are sharing the same room with the group or tour leader.
Trip	<i>Your</i> travel to, within, and/or from a location away from <i>your primary residence</i> , which is originally scheduled to begin on <i>your departure date</i> and end on <i>your return date</i> . It must be booked with the <i>travel supplier</i> , from which <i>you</i> purchased this policy. It cannot include travel with the intent to receive health care or medical treatment of any kind, or moving, or commuting to and from work, and it cannot last longer than 92 days.
Vandalism	Any <i>illegal act</i> that intentionally causes damage to or destruction of public or private tangible property.
War	A state or period of hostile armed conflict, civil war, or military or paramilitary action, between two or more of the following: a nation, a state, a government, a territory, or an organized political or ruling group. This includes any acts or events directly associated with and occurring in the course of such conflict or action, or directly triggering such conflict or action. This definition applies regardless of whether war has been officially or formally declared.
We, Us, or Our	AWP P&C SA. Spanish Branch, operating as Allianz Partners.
You or Your	Every person who reside in Spain and are listed in the Particular Conditions.

## WHEN YOUR COVERAGE BEGINS AND ENDS

*You* are only eligible for coverage if *we* accept *your* request for insurance. *Your policy's* coverage effective date and coverage end date are indicated in *your* Particular Conditions that reflects the contents of the fulfillment package sent to consumers. The *policy* is effective at 00:00 on the day after *we* receive the order, and *you* pay the full premium. The order must be received, and the full premium must be paid on or before the *departure date*.

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

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

*Your policy* ends on the coverage end date listed in *your* Particular Conditions that reflects the contents of the fulfillment package sent to consumers. However, there are situations where *your policy* may end on a different date. If *your policy* was purchased with a one-way booking, *your* coverage end date will be the *return date* (not to exceed 92 days from the *departure date* shown on *your* travel documents).

Additionally, your policy will end on the earliest of:

- 1. At 23:59 on the day you cancel your policy;
- 2. At 23:59 on the day you file a trip cancellation claim with us;
- 3. At 23:59 on the  $92^{nd}$  day of the *trip*.

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

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

## **DESCRIPTION OF COVERAGES**

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

#### A. TRIP CANCELLATION COVERAGE

If your trip is canceled or rescheduled for a covered reason listed below, we will reimburse you for your nonrefundable trip payments, deposits, cancellation fees, and change fees (less available *refunds*), up to the maximum benefit for trip cancellation coverage listed in your Coverage Summary. Please note that this coverage only applies before your first use of the *trip's* pre-paid arrangements (e.g., transportation or accommodations).

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

IMPORTANT: You must notify all of your travel suppliers within 72 hours of discovering that you will need to cancel your trip (this includes being advised to cancel your trip by a doctor). If you notify any travel suppliers later than that and get a smaller refund as a result, we will not cover the difference. If a serious illness, injury, or medical condition prevents you from being able to notify your travel suppliers within that 72-hour period, you must notify them as soon as you are able.

#### **Covered reasons:**

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

The following condition applies:

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

The following condition applies:

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

## condition (ii) applies even if the *quarantine* order or directive specifically designates *you* or a *traveling companion* by name to be *quarantined*.

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

One of the following conditions must apply:

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

The following condition applies:

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

The following conditions apply:

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

The following condition applies:

a. You must make diligent efforts and provide documentation of your efforts to obtain replacement documents through appropriate authorities that would allow you to keep the originally scheduled *trip* dates

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

The following condition applies:

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

The following condition applies:

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

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

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

#### The following condition applies:

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

#### B. TRAVEL DELAY COVERAGE

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

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

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

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

- 1. A *travel carrier* delay (this does not include a *travel carrier's* cancellation prior to your *departure date*);
- 2. A strike, unless threatened or announced prior to the purchase of your policy
- 3. *Quarantine* during your trip due to having been exposed to:
  - a. A contagious disease other than an *epidemic* or *pandemic*; or
  - b. An *epidemic* or *pandemic* (such as COVID-19), but only when the following conditions are met:
    - i. The *quarantine* is specific to *you* or a *traveling companion*, meaning that *you* or a *traveling companion* must be specifically and individually designated by name in an order or directive to be placed in *quarantine* due to an *epidemic* or *pandemic*; and
    - ii. The *quarantine* does not apply generally or broadly (a) to some segment or all of a population, geographical area, building, or vessel (including shelter-in-place, stay-at-home, safer-at-home, or other similar restriction), or (b) based on to, from, or through where the person is traveling. This condition (ii) applies even if the quarantine order or directive specifically designates *you* or a *traveling companion* by name to be *quarantined*.
- 4. A natural disaster;
- 5. Lost or stolen travel documents;
- 6. Hijacking, except when it is a *terrorist event*;
- 7. Civil disorder, unless it rises to the level of political risk; or
- 8. A traffic accident.
- A travel carrier denies you or a traveling companion boarding based on a suspicion that you or a traveling companion has a contagious medical condition (including an *epidemic* or *pandemic* disease such as COVID-19). This does not include being denied boarding due to your refusal or failure to comply with rules or requirements to travel or of entry to your destination.

#### C. TRAVEL SERVICES DURING YOUR TRIP

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

#### Finding a *Doctor* or Medical Facility

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

#### Monitoring Your Care

If you are hospitalized, our medical staff will stay in contact with you and the doctor caring for you. We can also notify your family and your doctor back home of your illness or injury and update them on your status.

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

If *your* passport or other travel documents are lost or stolen, *we* can assist *you* in getting *your* documents replaced and can help *you* change *your* travel arrangements as required.

#### **Emergency Language Translation**

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

#### **Emergency Cash Assistance**

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

#### Legal Referrals

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

## **GENERAL EXCLUSIONS**

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

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

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

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

- 1. Any loss, condition, or event that was known, foreseeable, intended, or expected when *your policy* was purchased;
- 2. Pre-Existing medical conditions;
- 3. Your intentional self-harm or if you attempt or commit suicide;
- 4. Normal, complication-free pregnancy or childbirth, except when and to the extent that normal, complication-free pregnancy or childbirth is expressly referenced in and covered under trip cancellation coverage or trip interruption coverage;
- 5. Fertility treatments or elective abortion;

- 6. The use or abuse of alcohol or drugs, or any related physical symptoms. This does not apply to drugs prescribed by a *doctor* and used as prescribed;
- 7. Acts committed with the intent to cause loss;
- 8. Operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft or commercial vehicle or commercial watercraft;
- 9. Participating in or training for any professional or semi-professional sporting competition;
- 10. Participating in or training for any amateur sporting competition while on *your trip*. This does not include participating in informal recreational sporting competitions and tournaments organized by hotels, resorts, or cruise lines to entertain their guests.
- 11. Participating in extreme, high-risk sports and activities in general and the following activities in particular:
  - a. Skydiving, BASE jumping, hang gliding, or parachuting;
  - b. Bungee jumping;
  - c. Caving, rappelling, or spelunking;
  - d. Skiing or snowboarding outside marked trails or in an area accessed by helicopter;
  - e. Climbing sports or free climbing;
  - f. Any high-altitude activity;
  - g. Personal combat or fighting sports;
  - h. Racing or practicing to race any motorized vehicle or watercraft;
  - i. Free diving; or
  - j. Scuba diving at a depth greater than 20 meters or without a dive master.
- 12. An *illegal act* resulting in a conviction, except when *you*, a *traveling companion*, a *family member*, or *your service animal* is the victim of such act;
- 13. An *epidemic* or *pandemic*, except when and to the extent that an *epidemic* or *pandemic* is expressly referenced in and covered under trip cancellation coverage, trip interruption coverage, travel delay coverage, or emergency medical/dental coverage;
- 14. *Natural disaster*, except when and to the extent that a *natural disaster* is expressly referenced in and covered under trip cancellation coverage, or trip Interruption coverage, or travel delay coverage;
- 15. Air, water, or other pollution, or the threat of a pollutant release, including thermal, biological, and chemical pollution or contamination;
- 16. Nuclear reaction, radiation, or radioactive contamination;
- 17. War or acts of war;
- 18. Military duty, except when and to the extent that *military duty* is expressly referenced and covered under trip cancellation coverage or trip interruption coverage;
- 19. Political risk;
- 20. Cyber risk;
- 21. *Civil disorder* or unrest, except when and to the extent that *civil disorder* or unrest is expressly referenced in and covered under trip interruption coverage or travel delay coverage;
- 22. *Terrorist events*, except when and to the extent that *terrorist events* are expressly referenced in and covered under trip cancellation coverage, trip interruption coverage, or travel delay coverage. This exclusion does not apply to Emergency Medical or Emergency Transportation coverage.
- 23. Acts, travel alerts/bulletins, or prohibitions by any government or public authority, except when and to the extent that an act, travel alert/bulletin, or prohibition by a government or public authority is expressly referenced in and covered under trip cancellation coverage or trip interruption coverage;
- 24. Any *travel supplier's* complete cessation of operations due to financial condition, with or without filing for bankruptcy;
- 25. A travel supplier's restrictions on any baggage, including medical supplies or equipment;
- 26. Ordinary wear and tear or defective materials or workmanship; or
- 27. An act of gross negligence by you or a traveling companion.

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

- 1. Your travel carrier tickets do not show travel date(s);
- 2. The Departure Date and Return Date as shown on the Coverage Summary do not match *your trip's* actual *departure date* and *return date* (does not apply to insurance purchased with a one-way booking); or
- 3. You intend to receive health care or medical treatment of any kind while on your trip.

## **CLAIMS INFORMATION**

In case of any emergency or need to use this *policy*, contact *us* at the phone number +34 914 522 914. Always provide *us* with your name, contract number, location, and contact phone number.

Please note that the quality level of healthcare services depends on the country where *you* require medical attention.

You can report any incident on *our* portal <u>www.allianz-protection.com</u>. Additionally, if it is not possible to report the incident through this means, you can inform us via email at <u>travel.es@allianz.com</u>. The incident must be reported within a maximum period of 7 days. After this period, we may claim damages caused by the lack of communication.

On our incident reporting website, *you* can report the incident and attach the necessary documentation to justify it. In any case, *you* must always attach the original receipts, invoices, certificates, and reports, as well as medical reports and other documentation that justifies both the occurrence of events covered under this *policy* and the expenses incurred that are indemnifiable under it.

*You* must send it to AWP P&C SA, Spanish Branch, Claims Department: Calle Ramírez de Arellano 35, 3rd floor, 28043 Madrid. In all cases, *you* must inform *us* of the guarantees subscribed with other insurers for the same risk.

If an agreement is not reached between the parties, we will proceed with our lawyers and attorneys to defend you or the person responsible for the events regarding civil actions, for which the defendant must provide the necessary powers.

If you do not agree with the response from our Claims Department, you can find information on how to file a complaint in the section for Conflict Resolution between the parties.

## **GENERAL PROVISIONS AND CONDITIONS**

#### **Insurance Object**

The objective is to provide you with assistance when you find yourself in difficulties during your travels or absences from your home or primary place of residence, due to an unforeseen event under the terms and conditions specified in this insurance contract.

#### **Right of Withdrawal in Distance Contracts**

If you have taken out the insurance remotely, we inform you that if the insurance lasts longer than one month, you may withdraw from this contract within fourteen calendar days from the date of contracting, provided the contract has not been executed prior to exercising this right. To exercise the right of withdrawal, you must send an email to travel.es@allianz.com.

Please note that cancellation of the contract is not possible if you have had a claim or have started your journey.

#### **Premium Payment**

You are required to pay the premium at the time the insurance contract is formalized and in any case before the start of the trip. If, due to your fault, the premium has not been paid, we have the right to terminate the contract or demand payment of the due premium. In any case, if the premium has not been paid before the occurrence of the claim, we are not obligated to cover it unless you are not responsible for the non-payment. If we decide to cancel your contract, we will notify you in writing.

The premium is the one set in the Specific Conditions, corresponding to the initial coverage period indicated therein. Subsequent premiums must be paid on the respective due dates.

#### **Multiple Insurance**

If you have more than one insurance covering the same claim, you must notify us within 7 days of the occurrence of the claim, indicating the name(s) of the insurers covering the effects of this claim. If this communication is omitted fraudulently and the claim occurs in the case of overinsurance, the insurers are not obligated to pay the indemnity.

#### Termination

We may have the right to terminate the contract or change its terms if you:

- Have acted dishonestly or provided incomplete information when taking out the insurance contract;
- Have deliberately misrepresented or not disclosed facts when making a claim or reporting an incident;
- Have committed or attempted to commit fraud;
- Have deceived or attempted to deceive us.

If we choose to terminate or change your insurance contract, we will notify you in writing.

#### **False or Inaccurate Declarations**

You must provide us with complete and accurate information when purchasing this insurance contract and when reporting an incident. We cannot provide you with assistance or coverage if you provide us with incorrect or incomplete information. This includes not cooperating or not providing important information or failing to communicate changes that occur.

#### Negligence

If you or someone acting on your behalf reports a false or fraudulent incident or supports it with a false or fraudulent statement related to the risk or documentation, you will lose all benefits and premiums paid under the contract. We may also recover the cost of any covered incident we have resolved under this contract if we later discover it to be fraudulent. If you provide us with fraudulent information, statements, or documents, we may record this fact in fraud databases and may also notify other organizations. If a modification to the coverage or details of the insured object is necessary after the start of the contract and we accept it, this change will be subject to an additional recalculated premium to adjust to the change. Gross negligence on your part will entitle us to proportionally reduce the benefit according to the degree of culpability.

#### COMMUNICATIONS

Please use the contact details provided in your contract to contact us. Communications will primarily be conducted via email or through our website. The transmission of data via unencrypted emails may pose a significant security risk, such as data disclosure due to unauthorized third-party access, data loss, virus transmission, transmission errors, etc. You are solely responsible for the state of your email inbox. Your email inbox must, in particular, be able to receive documents with attachments up to 5 MB at all times, and the correspondence we send you must not be filtered into the spam folder.

#### AMENDMENTS TO THE INSURANCE CONTRACT

Any amendment to the General or Specific Terms and Conditions of the contract must be made in writing and require our written confirmation. There are no verbal or auxiliary agreements of any kind. These would, in any case, be invalid.

#### **Data Protection**

Your personal data will be processed in accordance with the Privacy Statement attached to the contract.

#### **Economic Sanctions Clause**

This contract cannot provide any coverage or benefit to the extent that the coverage or benefit violates any applicable sanction, law, or regulation of the United Nations, the European Union, the United States of America, or any other applicable economic or trade sanctions, laws, or regulations. We reject claims from persons, companies, governments, and other parties to whom this is prohibited according to national or international agreements or sanctions.

#### CLAIMS

Our goal is to provide you with a top-tier contract and service. However, there may be occasions when you feel this has not been the case. If so, please inform us so that we can do everything possible to resolve the issue. If you file a complaint, your legally conferred rights will not be affected. First, please contact us as detailed below. travel.es@allianz.com or call us at 34 914 522 914

Provide us with your name, address, Contract number, claim number (if applicable), and attach copies of the relevant correspondence to help us address your complaint as soon as possible.

If you are not satisfied with the final result we communicate to you, you may refer the case to: Postal address: Complaints Service of the Directorate General of Insurance and Pension Funds, Paseo de la Castellana 44, 28044 – Madrid Website: <u>https://www.dgsfp.mineco.es</u>

#### **CLAIMS AGAINST THIRD PARTIES**

In consideration of the claim payment and up to its limit amount, we become beneficiaries of the rights and actions to which you are entitled against any person responsible for the event that caused the claim. If, due to your fault, we can no longer exercise that right or action, we may be released from all or part of our obligations to you.

#### APPLICABLE LAW

The law governing this insurance is Spanish law, and all communications and documentation related to this contract will be in Spanish. In the event of a dispute related to this insurance, the courts of the insured's domicile will be competent. Spanish regulations will not apply to the eventual liquidation of the insurer as provided for in Article 123 of Royal Decree 1060/2015, of November 20, on the organization, supervision, and solvency of insurance and reinsurance entities.

We are only responsible for the assistance services we provide under and within the terms and conditions of this policy. We are not responsible for the acts performed by service providers who intervene with you on their own behalf and under their own responsibility. We are not responsible for the non-compliance or inadequate execution of the contractual obligations of service providers resulting from a force majeure event.

## **PRIVACY NOTE**

#### *We* care about the treatment and protection of *your* personal data.

**AWP P&C S.A., Spain Branch**, is the permanent establishment in Spain of the French insurance entity AWP P&C SA (authorized by the 'Autorité de Contrôle Prudentiel et de Résolution' (ACPR) in France), authorized to operate in Spain and registered in the Administrative Registry of Insurance and Reinsurance Entities of the Directorate-General for Insurance and Pension Funds under the key E0202. Protecting *your* privacy is *our* top priority. This statement explains how and what type of personal data will be collected, why it is collected, and with whom it is shared. Please read this notice carefully.

## 1) Who is responsible for the processing?

The Data Controller is the natural or legal person who controls the processing of personal data and is responsible for maintaining and processing personal data both in printed and electronic formats.

**AWP P&C S.A., Spain Branch**, is, as defined in the relevant legal and regulatory provisions on data protection, the Data Controller in relation to the personal data we request and collect for the purposes indicated in this privacy statement.

The identification details of the Data Controller are:

Identity: AWP P&C SA, SPAIN BRANCH. Tax ID Number (NIF): W0034957A Registered Office: C/ Ramírez de Arellano 35, 28043 Madrid. Telephone: 91 325 54 40 Email: comercial.es@allianz.com Contact with the Data Protection Officer: azpes.privacy@allianz.com

## 2) What personal data will be collected?

*We* will collect (or may collect) and process different types of personal data related to *you*, other people, and third parties affected and/or covered by the insurance policy, such as:

#### Personal information of the insurance policyholder:

- Full name
- Gender
- Identification document number (DNI number, passport number, etc.)
- Contact details (address, phone number, and email address)
- Place of residence
- Nationality
- IP address
- Age/Date of birth
- Financial and banking information

#### Personal data of insured persons and beneficiaries:

• Full name

- Identification document number (DNI, passport number, etc.)
- Age/Date of birth

If any events covered by the policy occur and *you* or any of the insured persons file a claim, we may request, collect, and process additional personal information necessary for processing the claim, as well as supporting documentation such as:

- Details of the claim (e.g., reservation details, expense details, paid invoices, etc.)
- Phone number and contact details, if not provided previously
- Details of a third party to contact in case of emergency
- Nationality
- Profession
- Current and/or previous employment or business activities
- Location data
- Signature
- Voice
- Family data (e.g., marital status, dependents, spouse, partner, relatives, etc.)
- Claimant's IP address if the claim is filed through our web portals and digital tools available for this purpose

Depending on the claim declared, we may also collect and process "special or sensitive categories of data," such as:

- Illnesses (physical and/or mental)
- Medical history and reports
- Claims history
- Documentation supporting sick leave and its duration
- Death certificate
- Criminal convictions and offenses (e.g., if legal assistance is required)
- Results of criminal background checks related to fraud prevention and/or terrorist activities, compliance with national and international regulations on economic and/or trade sanctions
- Bank account data
- Tax identification code

When you provide *us* with the personal data of third parties involved in any way in the insurance contract and/or management of claims and incidents that may occur during the policy term, *you* must first provide them with the information contained in this Privacy Statement, taking responsibility for obtaining their explicit consent for the data processing for the purposes described when necessary.

#### 3) How will we obtain and use your personal data?

*We* will usually collect the personal data provided directly by the data subject through various means: data request forms, telephone conversations, postal or email communication, and fax.

Similarly, for the purposes indicated below, we may collect *your* personal data from other sources, such as access through public sources (official gazettes and bulletins, public records, social networks, and the Internet) or through third parties (family members and companions for the processing of records and claims; insurance brokers and distributors (travel agencies, tour operators) and other insurance companies for the formalization of insurance

and reinsurance contracts; business partners, experts, lawyers, and other technical personnel for the management of claims and incidents; search information providers; financial sector companies).

*We* may process *your* personal data without your consent if necessary for the execution of the contract, provided there are no special categories of personal data involved, such as an insurance contract in which *you* are a party. Below, we explain the purposes and whether your explicit consent is required:

Purposes	Is your explicit consent required?
• To provide you with a quote and issue this insurance contract:	<ul> <li>No, as long as the processing of the data is necessary to fulfill the obligations established in the insurance contract to which you are a party and to take the necessary measures prior to formalizing this contract.</li> </ul>
<ul> <li>Administration of the insurance contract (e.g., processing claims and incidents, investigations, and necessary expert evaluations to determine the existence and coverage of the declared claim and the amount of compensation to be paid or the type of assistance to be provided, etc.):</li> </ul>	<ul> <li>We will request your explicit consent for managing claims and incidents that necessarily require the processing of the following categories of data: racial or ethnic origin, political opinions, religious or philosophical beliefs, union memberships, genetic or biometric data, health data, life or sexual orientation, criminal convictions, or offenses.</li> <li>However, we may process this data without your consent if (1) there is a vital interest of the data subject or any other natural person and (2) the data subject is not physically or legally able to give consent (e.g., in emergency situations).</li> <li>If the processing of the claim and/or incident does not require the processing of these special categories of data, we will not be required to obtain your consent as long as it is necessary to provide you with the benefits and/or services you are entitled to under the contracted insurance.</li> </ul>
• To conduct quality surveys on the services provided to evaluate your level of satisfaction and improve it:	<ul> <li>No, as it constitutes a legitimate interest of the Data Controller to process the necessary personal data to contact you after managing a claim or providing assistance to ensure that we have fulfilled our obligations in relation to the benefits and/or services established in the insurance contract. However, you have the right to object to this by contacting us as specified in section 8 of this Declaration.</li> </ul>
• For compliance with a legal obligation (e.g., those derived from laws regulating contracts and applicable insurance regulations, tax, accounting, and administrative obligations, compliance with	<ul> <li>No, as long as these processing activities are authorized or even expressly required by law, we are authorized to process your personal information and retain the necessary</li> </ul>

	anti-money laundering regulations, and reviewing payments to sanctioned individuals to ensure that no payment is made or services provided to persons, countries, or sectors sanctioned by regulations that prevent or restrict payments and/or the provision of services):		supporting documentation for these purposes without having to request your consent.
•	Prevention, investigation, and detection of fraud, including, where appropriate, for example (but not limited to these activities only), comparing your information with previous service requests, claims, and/or incidents, or checking in common and shared claims management systems for insurance:		No, as the detection and prevention of fraud is a legitimate interest of the data controller, and therefore, we are authorized to process your data for this purpose without the need to request your consent.
•	Audit purposes, to comply with legal obligations or internal policies of the company or Allianz Partners Group:		We may process your personal data within the framework of internal or external audits required by law or by the internal policies of the company or Allianz Partners Group. We will not request your consent for these processes as long as they are legitimized by the applicable legal and regulatory provisions or in application of the legitimate interest we have. However, we will ensure that only the strictly necessary personal data is used and that it is treated with absolute confidentiality. Internal audits are usually carried out by our parent company, Allianz Partners SAS (7 Rue Dora Maar, 93400 Saint-Ouen, France).
•	To conduct statistical and quality control analysis, based on aggregated data, as well as claims frequency analysis:		If we carry out any of these processing activities, we will do so by grouping and anonymizing the data. After this process, the data is no longer considered "personal," and your consent is not required.
•	To manage debt recovery (e.g., to claim payment of the premium or third-party liabilities, to distribute the compensation amount among different insurance companies covering the same risk in case of multiple insurance):	•	No, when the processing of your personal data, including special categories of data (racial or ethnic origin, political opinions, religious or philosophical beliefs, union membership, genetic or biometric data, health, sexual life or orientation, criminal convictions or offenses), may be necessary to determine, exercise, or defend legal rights, we will process your data in accordance with our legitimate interest.
•	To inform you, or allow Allianz Group companies and certain third parties to inform you, about products and services we think may interest you, in accordance with your marketing preferences:	•	We will process your personal information for these purposes only if the legislation permits it (and within the limits and requirements of those legal authorizations), or by obtaining

• You can modify these marketing preferences at any time through the links provided in each communication to unsubscribe, through the options in your client portal (when available), or by contacting us as specified in clause 8 below.	your explicit consent after providing you with information about the criteria we use to create profiles and the impact/consequences and benefits for you of such profiling.
<ul> <li>To personalize your experience on our portals and websites (by presenting products, services, marketing messages, offers, and content tailored to you) or using computerized technology to assess which products may be most suitable for you.</li> <li>You can modify these processing activities using the options available in your browser (e.g., in the case of the use of cookies and similar devices) or by contacting us as specified in clause 8 below.</li> </ul>	
<ul> <li>For automated decision-making, i.e., to make decisions that (1) are based solely on automated processing and (2) may have legal or significant effects on you.</li> <li>Examples of automated decisions that may result in legal effects could include the automatic cancellation of a contract or the automated denial of a claim, which affects your rights under the insurance contract, etc.</li> <li>Examples of automated decisions that may have similar significant effects include those affecting your financial circumstances (such as the automatic denial of an insurance policy) or your access to our healthcare services.</li> </ul>	<ul> <li>processing activities (where applicable), particularly if the data in question are special categories of personal data (racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric data, health, sexual life or sexual orientation, criminal convictions, or offenses).</li> <li>If there is no relation to special categories of personal data and the purpose of these decisions is to underwrite your insurance</li> </ul>
<ul> <li>To redistribute risks through reinsurance and co- insurance.</li> </ul>	<ul> <li>We may process and share your personal data with other insurance and reinsurance companies with which we have signed, or will sign, co-insurance or reinsurance agreements.</li> <li>Co-insurance is the coverage of risk by several insurance companies under a single insurance contract, where each one assumes a percentage of the risk, or coverage is distributed among them.</li> <li>Reinsurance is the "outsourcing" of the coverage of part of the risk to a third reinsurance company. However, this is an internal agreement between us and the</li> </ul>

reinsurer, and you do not have a direct contractual relationship with them.
This distribution of risks is a legitimate interest of insurance companies and is often authorized by law (including the exchange of strictly necessary personal data for this purpose).

We will need your personal data if you wish to purchase our products and services. If you do not provide us with this data, we will not be able to enter into the insurance contract, nor provide the products and services you request or those in which you may be interested, or tailor our offers to your particular requirements.

For the purposes mentioned above, when we have indicated that your explicit consent is not necessary, or when we need your personal data to underwrite your insurance and/or process a claim, we will process your personal data based on our legitimate interests and/or to comply with the legal obligations that apply to us, and/or when it is necessary for the initiation or defense of legal claims, and/or in case of litigation and actions before the relevant judicial authorities in which we are cited as a party to the process.

If the processing of your personal data is carried out to safeguard our aforementioned legitimate interests or those of a third party, we will conduct a prior analysis to protect your interests and the fundamental rights and freedoms that require the protection of your personal data.

## 4) Who will have access to your personal data?

We will ensure that your personal data is treated confidentially by our staff, only when necessary according to the needs and in a manner consistent with the purposes mentioned above.

For the purposes established and under the indicated conditions, your personal data may be communicated to the following recipients, who will act as Data Controllers in the activity they perform:

- Public authorities
- Other companies within the Allianz Partners Group and the Allianz Group (e.g., for audit purposes)
- Other insurers, co-insurers, and reinsurers
- Insurance brokers
- Banking entities

• Partners and collaborators involved in providing services (such as healthcare professionals and services, travel agencies, airlines, taxi companies, mechanics and technical service companies, fraud investigation agencies, lawyers, and experts)

• Independent experts, etc.

Likewise, for the purposes mentioned above, we may also communicate your personal data to the following recipients who will act as Data Processors, meaning they will process the personal data following our instructions and respecting the same confidentiality, necessity, and compatibility obligations with the purposes described in this Privacy Statement:

• Other companies within Allianz Partners or the Allianz Group

• Third-party companies acting as subcontractors for internal activities (e.g., IT support and maintenance providers, tax management companies, claims management service providers, postal service providers, document management providers)

- Insurance agents
- Technical consultants

• Advertisers and advertising networks to send you marketing communications, in accordance with applicable law and your communication preferences. We do not share your personal data with unrelated third parties for their own use for marketing purposes without your express consent. Finally, we may share your personal data under the following circumstances:

• In the event of a restructuring, merger, sale, joint venture, assignment, transfer, or other disposition, planned or actual, of all or any part of our business, assets, or shares (including in connection with any bankruptcy or similar proceedings); and

• To comply with a legal obligation, including with the Ombudsman or the relevant regulatory or supervisory authority, if you file a complaint regarding the product or service we have provided to you.

## 5) Where will your personal data be treated?

Your personal data may be processed both within and outside the European Economic Area (EEA) by the parties specified in the previous clause 4, always subject to contractual limitations on confidentiality and security, in line with applicable data protection laws and regulations. We will not disclose your personal data to unauthorized third parties.

Whenever we transfer your personal data for processing outside the EEA by another company within the Allianz Group, we will do so under the approved Binding Corporate Rules of the Allianz Group, known as the Allianz Privacy Standard (Allianz BCRs), which provide adequate protection for personal data and are legally binding for all Allianz Group companies. The Allianz BCRs and the list of Allianz Group companies that are affected and must comply with them can be found here: <u>https://www.allianz-partners.com/allianz-partners---binding-corporate-rules-.html</u>.

When the Allianz BCRs do not apply, we will instead take steps to ensure that the transfer of your personal data outside the EEA receives an adequate level of protection, equivalent to that provided within the EEA. You can check what safeguards we rely on for such transfers (e.g., standard contractual clauses) by contacting us as detailed in clause 8 below.

## 6) What are *your* rights regarding *your* personal data?

In accordance with applicable legal provisions, and within the defined scope, you have the right to:

- Access the personal data processed and maintained about you, and to know the origin of the data, the purposes and objectives of the processing, the details of the Data Controller(s), Data Processor(s), and the parties to whom the data may be disclosed;
- Withdraw your consent at any time in cases where the processing of your personal data is based on the express consent you have provided;
- Update or correct your personal data to ensure they are always accurate;
- Delete your personal data from our records if they are no longer necessary for the purposes mentioned above;
- Restrict or limit the processing of your personal data under certain circumstances, such as when you have challenged the accuracy of your personal data, during the period that allows us to verify their accuracy;
- Obtain a copy of your personal data that is being processed, in an electronic format for you or to be provided to your new insurer;
- In cases permitted by applicable law or regulation, you have the right to object to the processing of your personal data or to request that the processing be stopped for any of the aforementioned purposes. Once we receive your request, we will cease processing the personal data, except in legally permitted cases and circumstances.

You can request the exercise of your rights by writing to AWP P&C SA, Branch in Spain (indicating "SUBJECT DATA PROTECTION"), CI Ramírez de Arellano 35, 28043 Madrid, or via email at azpes.privacy@allianz.com.

At any time, you can file a complaint or claim regarding your rights and interests in the area of data protection by contacting the competent data protection authorities:

- The supervisory authority in Spain, the Spanish Data Protection Agency (Agencia Española de Protección de Datos), <u>https://www.agpd.es</u>, C/ Jorge Juan, 6 (28001) Madrid. Tel. 900 293 183.
- CNIL, the French data privacy supervisory authority, as France is the country where Allianz Partners has its main establishment, and therefore our main data privacy authority.

## 7) How long will we hold your personal data?

We will retain *your* personal data only as long as they are necessary for the purposes outlined in this Privacy Statement, and we will delete or anonymize them when they are no longer needed. Below are some retention periods applicable to the purposes established in clause 3 above.

However, please note that there may be specific or additional retention situations or requirements that may override or modify them, such as specific legal retention periods or pending regulatory investigations or litigation, which may replace or suspend these periods until the matter has been resolved, and the statute of limitations for review or appeal has expired. In particular, retention periods based on statute of limitations for legal actions may be interrupted and start again.

Personal information to obtain a quote (when necessary)	During the validity period of the provided quote.
Policy information (underwriting, claims management, litigation, quality surveys, fraud detection/prevention, debt recovery, co-insurance, and reinsurance purposes)	We will retain the personal information of your Insurance Policy during the validity period of your insurance contract and the statute of limitations as determined by applicable insurance contract law. If we discover omitted, false, or inaccurate information in the risk statement to be covered, the above retention periods will count from the moment we become aware of it.
Claims information (claims management, litigation, quality surveys, fraud detection/prevention, debt recovery, co-insurance, and reinsurance purposes)	We will retain the personal information you provide us or that we collect and process in accordance with this Privacy Statement, during the statute of limitations determined by applicable insurance contract law (a minimum of 2 years from the end of the insurance contract).
Marketing and profiling information	We will retain this information during the validity period of the insurance policy and for an additional year, unless you withdraw your consent (where necessary) or object (e.g., in the case of legally

	authorized marketing communications that you do not wish to receive). In these cases, we will no longer process your data for these purposes, although we may be entitled to retain certain information to demonstrate the legitimacy of previous processing activities.
Debt recovery	We will retain the personal data needed to claim and manage debt recovery, and that you have provided us, or that we may have collected and processed in accordance with this Privacy Statement, for a minimum period determined by the statute of limitations established by applicable law. As a reference, for civil actions, we will retain your data for a minimum of 5 years.
Supporting documents to demonstrate compliance with legal obligations, such as tax or accounting.	We will process the personal data you provide us in these documents, or that we collect and process in accordance with this Privacy Notice, only to the extent that they are relevant for this purpose, and for a minimum of 10 years from the first day of the relevant fiscal year.

We will not retain your personal data longer than necessary and will keep them only for the purposes for which they were obtained.

## 8. How can you contact us?

If you have any questions about how we process your personal data, you can contact us by email or postal mail, writing to one of the following addresses:

#### AWP P&C S.A. Branch in Spain

Data Protection Officer C/ Ramírez de Arellano, 35 28043 Madrid Spain Email: <u>azpes.privacy@allianz.com</u>

You can also use these contact details to exercise your rights or to send your inquiries or complaints to other Allianz Partners companies that act as data controllers (see section 4 above) with whom we have shared your personal data. We will forward your request to them and assist in processing and responding to it in our local language.

## 9. How often do we update this privacy policy?

We regularly review this Privacy Statement. This Privacy Statement was last updated on January 26, 2023.