

HARLEY|ASSIST™ Roadside Assistance Insurance Terms & Conditions

Contents

	Page
Important telephone numbers	1
Demands and needs statement	2
Summary of cover	2
Important information	2
Definition of words	4
What to do when you need assistance	4
Benefits	5
Terms and conditions	5
Exclusions	6
Continental European benefits	7
Continental European terms and conditions	8
Continental European exclusions	9
Making a complaint	9
Transfer of ownership form	10
Change of address form	11

Important telephone numbers

You can contact HARLEY|ASSIST™ Roadside Assistance Insurance:

Calling from within the **UK**: Freephone: 0800 587 9832

Calling from **Continental Europe**: +44 (0)20 8603 9832

Assistance Administration Number: 0800 587 9832

Demands and Needs Statement

Harley|ASSIST™ Roadside Assistance Insurance is typically suitable for those who wish to insure themselves for roadside assistance for their vehicle for 12 months.

You may already possess alternative insurance(s) for some or all of the features and benefits provided by this type of policy. It is your responsibility to investigate this.

Harley|ASSIST™ Roadside Assistance Insurance has not provided you with any recommendation or advice about whether this product meets your specific insurance requirements.

Summary of cover and limits

The following is only a summary of the main cover limits. **You** should read the rest of this policy for the full terms and conditions.

Cover	Limit
Harley-Davidson Repatriation	Up to the market value of your bike
UK Hotel	Up to £155 per person per night (maximum payable £620)
Continental Europe Hotel	Up to € 180 per person per night (maximum payable € 720)
Hire Vehicle	Up to 2 days (Category A)

Note

Some sections of cover have financial limits. For details, please refer to the cover sections of this handbook.

Important information

Your Harley|ASSIST™ Roadside Assistance Insurance policy and policy schedule show any special terms or conditions that may apply. It is very important that **you** read the whole of this document and make sure it provides the cover **you** need.

If there is anything **you** do not understand, please contact **us** on:

0800 587 9832 or write to: Harley|ASSIST™ Roadside Assistance Insurance, 102 George Street, Croydon, CR9 6HD

Insurer

Harley|ASSIST™ Roadside Assistance Insurance is underwritten by AWP P&C SA – Dutch branch and is administered in the **United Kingdom** by AWP Assistance UK Ltd trading as Harley|ASSIST™ Roadside Assistance Insurance.

The **insurer's** registered office is in Saint-Ouen, France and operates under the trading name Allianz Global Assistance Europe.

Business address is:
Poeldijkstraat 4
1059 VM Amsterdam
Netherlands

Postal address is:
PO Box 9444
1006 AK Amsterdam
Netherlands

Head office address is:
7, rue Dora Maar
93400 Saint-Ouen
France

AWP P&C S.A. – Dutch Branch, trading as Allianz Global Assistance Europe, is an insurer licensed to act in all EEA countries and located at Poeldijkstraat 4, 1059 VM Amsterdam, the Netherlands.

AWP P&C S.A. – Dutch Branch, whose corporate identification number is 33094603, is registered at the Dutch Authority for the Financial Markets (AFM) No 12000535 and is authorised by L'Autorité de Contrôle Prudentiel et de Résolution (ACPR) in France.

How this cover works

This policy and policy schedule form the contract of cover between **you** and **us**. **We** will pay for claims **you** make which are described in this cover, occurring during the **period of cover** and within the **area of cover**.

Unless specifically mentioned, the benefits and exclusions within each section, apply to **your bike**. **Your** policy does not cover all possible events and expenses.

Certain words have a special meaning as shown under the heading 'Definition of Words'. These words have been highlighted by the use of bold print throughout the policy and policy schedule.

Information you need to tell us

There is certain information that **we** need to know as it may affect the terms of the insurance cover **we** can offer **you**.

You must, to the best of **your** knowledge, give accurate answers to the questions **we** ask when **you** buy **your** Harley|ASSIST™ Roadside Assistance Insurance. If **you** do not answer the questions truthfully it could result in **your** policy being invalid and could mean that all or part of a claim may not be paid.

If **you** think **you** may have given **us** any incorrect answers, or if **you** want any help, please call **0800 587 9832** as soon as possible and **we** will be able to tell **you** if **we** can still offer **you** cover.

Your cancellation rights

If this cover does not meet **your** requirements or should **you** decide to cancel this insurance policy for any reason within 14 days of receipt of the original documentation, **you** can obtain a full refund of the premium paid without charge. After this 14 day period **you** will be entitled to a pro-rata refund subject to no claims being paid under the policy. In either case, if **you** have asked **us** to perform or provide any of the services given under this policy **we** are entitled to recover all costs that **you** have used for the service provided. To obtain a refund please write to Harley|ASSIST™ Roadside Assistance Insurance, 102 George Street, Croydon, CR9 6HD or call **0800 587 9832**.

Eligibility

This policy will be invalid if:

- **you** are not a resident of the **United Kingdom**;
- **we** have previously informed **you** that **we** cannot insure **you**. In this case **we** will refund any premium paid by **you**;
- **you** have not paid the premium when due.

Data protection

Harley|ASSIST™ Roadside Assistance Insurance

- Your personal information may be held on computer, paper file or other format. This information will be used by us and our representatives to arrange and manage your insurance policy including handling claims (and issuing renewal documents).
- In certain circumstances this may involve transferring information about you to countries outside the European Economic Area (EEA) that may have limited or no data protection laws. We will always take reasonable steps to safeguard your personal information.
- We will exchange personal information with industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes. We may provide your information to others where required or permitted by law (for example, if requested by the police or another official authority).
- You have the right to request a copy of the personal information we hold about you by writing to us at Customer Service, Allianz Global Assistance, 102 George Street, Croydon, CR9 6HD. We will not use your personal information or share it with other third parties for marketing purposes.

Governing law

Unless **you** and **we** agree otherwise, English law will apply and all communications and documentation in relation to this cover will be in English. In the event of a dispute hereunder, the English courts shall have exclusive jurisdiction.

International sanctions

This policy may not provide any cover or benefit to the extent that either the cover or benefit would violate any applicable sanction, law or regulations of the United Nations, the European Union or any other applicable economic or trade sanction, law or regulations. **We** decline claims to persons, companies, governments and other parties to whom this is prohibited under national or international agreements or sanctions.

Multiple insurances

If **you** are entitled to compensation under another insurance policy, public scheme or obligation arising from a law or a regulation then **we** will not compensate **you** under this policy;

- **We** will, however, compensate **you** for the damage not covered by the other insurance policy, public scheme or legal obligation arising from a law or a regulation;
- If **we** do compensate **you** for damage or pay costs up front at **your** request, **you** assign **your** right to compensation under another insurance policy, public scheme or any legal obligation arising from a law or regulation to **us**.

Contracts (Rights of Third Parties) Act 1999

No term of this agreement is to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

Your statutory rights are not affected in any way by this cover. Nothing in these conditions will reduce **your** statutory rights relating to faulty or incorrectly described goods. For further information about **your** statutory rights contact **your** local authority Trading Standards Department or Citizens Advice Bureau.

Servicing requirements for your bike

If **you** fail to have **your bike** serviced in accordance with the manufacturer's specifications during the **period of cover**, or **you** are unable to produce proof of such servicing if **we** request it, then this may invalidate **your** cover or **we** may refuse to assist **you**.

Definition of words

When the following words and phrases appear in this document, they have the meanings given below. These words are highlighted by the use of bold print.

Areas of cover

You will not be covered if **you** travel outside the areas shown below:

- **United Kingdom**

England, Scotland, Wales, Northern Ireland, Channel Islands and Isle of Man.

- **Continental Europe**

Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, Bosnia and Herzegovina, Croatia, Cyprus, Czech Republic, Denmark (excluding the Faeroe Islands), Estonia, Finland (excluding Åland), France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia and Montenegro, Slovakia, Slovenia, Spain (including the Balearic Islands but excluding Canary Islands), Sweden, Switzerland and Turkey.

Bike

Your Harley-Davidson, the details of which are shown on **your** policy schedule.

Breakdown / Immobilised

Immobilisation of the **bike** due to electrical or mechanical breakdown, lack of fuel, incorrect or contaminated fuel, puncture to tyres or loss of keys.

Insurer

AWP P&C SA – Dutch branch who trade as Allianz Global Assistance Europe.

Period of cover

Harley|ASSIST Roadside Assistance Insurance lasts for 12 months.

Pillion

The person travelling on **your bike** with **you** at the moment Harley|ASSIST Roadside Assistance Insurance is required.

We, Our, Us

AWP P&C S.A. – Dutch Branch, trading as Allianz Global Assistance Europe is the insurance company with which you have taken out your insurance policy.

You/Your

The owner or user of the **bike** as shown on **your** policy schedule.

What to do when you need assistance

If **you** are in any doubt as to whether **you** require assistance, please telephone Harley|ASSIST™ Roadside Assistance Insurance first. Do not make **your** own arrangements without first contacting **us**. Should **you** require assistance following **bike breakdown**, fire or rider error (such as putting incorrect fuel in the tank), contact **us** with the following details:

- **your** name and exact location;
- a contact telephone number;
- registration number and colour of **your bike**;
- details of what has happened.

Calling from within the **UK**:

Freephone: 0800 587 9832

Calling from **Continental Europe**: +44 (0)20 8603 9832

All calls are recorded and may be used for training purposes.

The following pages detail the extensive range of benefits provided by Harley|ASSIST™ Harley Davidson Roadside Assistance Insurance. Please read these carefully.

UK cover

All costs quoted within this document are inclusive of VAT.

Home and roadside assistance

If **your bike** is **immobilised**, **we** will arrange assistance for **you**. Whenever practical, **we** will try to arrange roadside repair, but if the problem cannot be resolved, **we** will pay the costs of taking **your bike** to the nearest Harley-Davidson Authorised Dealer.

Storage

If the Harley-Davidson Authorised Dealer is closed during the night and **your bike** has to be stored following recovery by Harley|ASSIST™ Roadside Assistance Insurance, **we** will pay for the cost of storage up to a maximum of £50.

Taxi transfer

If, following assistance, **you** need to be taken to a specific location **we** will organise and pay up to £40 for a taxi transfer for **you** and **your pillion**.

Onward travel/hotel accommodation

Following assistance and in the event that repairs to **your bike** cannot be completed within four hours as a result of **your bike** being **immobilised**, **we** will, whenever possible, organise and pay for **you** and **your pillion** to continue **your** journey or return home by the most appropriate means. Alternatively, if **breakdown** occurs more than 30 miles from **your** home address and hotel accommodation (up to 4 nights) is a more practical option, **we** will pay for the cost of bed and breakfast for **you** and **your pillion** up to £155 per person per night. The maximum allowance under this benefit is £620.

Replacement transport

If, following assistance by Harley|ASSIST™ Roadside Assistance Insurance, the **bike** cannot be repaired within four hours, **we** will, whenever possible, organise and pay for a replacement vehicle (Category A) for up to two days. The rental provider will need to see **your** valid driving licence and **you** will be asked for a deposit to cover fuel charges and any additional days hire. For further information please refer to the 'Terms and conditions'.

Terms and conditions

Replacement transport

Whenever possible Harley|ASSIST™ Roadside Assistance Insurance will attempt to provide **you** with a replacement vehicle (Category A) from one of the major rental companies. Under any circumstances **you** must be able to comply with their conditions of hire.

You will be responsible for any fuel costs incurred during the period of hire. Certain endorsements on **your** licence may prejudice **your** eligibility to hire.

Insurance requirements stipulate that **you** must be between 25 and 65 years of age. If **you** are under 25 or over 65 years of age **we** will try to make alternative arrangements but these cannot be guaranteed.

Specialist charges

If the use of specialist equipment is required to provide assistance when **your bike** has, for example, left the highway, is in a ditch, is standing on soft ground, sand, shingle, stuck in water or snow or has been **immobilised** by the removal of its wheels, **we** will arrange recovery but **you** will be responsible for the costs. The costs may be refundable under the terms of **your** motor insurance policy.

Adverse weather conditions

When **we** experience adverse weather conditions, such as high winds, snow, floods, etc., external resources may be stretched and some operations become physically impossible until the weather improves. At such times, **our** priority

is to ensure that **you** and **your pillion** are taken to a place of safety and so the recovery of **your bike** may not be possible until weather conditions permit.

Incorrect fuel

If **your bike** is **immobilised** as a result of refuelling with incorrect fuel, **we** will pay for the cost of recovering **your bike** to the nearest Harley-Davidson Authorised Dealer. The additional benefits detailed in this document will not be provided in the event of refuelling with incorrect fuel.

Exclusions

We will not pay for:

- any expenses incurred without **our** prior authorisation;
- expenses which would normally have been payable by **you**, such as fuel and toll charges;
- the cost of replacement parts;
- any costs resulting from participation in motor racing, rallies, speed, track days or duration tests;
- the use of **your bike** for hire or reward i.e. taxi or courier services;
- any costs resulting from **your bike** being kept in an unroadworthy condition or not being serviced in accordance with the manufacturer's recommendations. If **we** believe that a recurring fault is due to poor maintenance of **your bike**, **we** reserve the right to request proof of servicing and to specify immediate recovery to a Harley-Davidson Authorised Dealer;
- any costs as a result of **your** participation in a criminal act or offence;
- any costs as a result of **your** being under the influence of intoxicating liquor, or solvent abuse or drugs;
- any loss, theft, damage, death, bodily injury, cost or expense that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this policy.
- any costs as a result of civil or foreign wars, riots, popular movements, strikes, hostage taking, handling of weapons;
- any costs as a result of any effects of a nuclear origin or caused by any source of ionising radiation;
- any costs resulting from your deliberate acts (including but not limited to suicide and attempted suicide) and fraudulent acts;

Continental Europe cover

Benefit amounts include VAT.

Validity

This service is only available for travel not exceeding 91 days in any single trip.

Roadside assistance and recovery

If **your bike** is **immobilised** in **Continental Europe**, **we** will arrange assistance for **you**. If the problem cannot be resolved at the roadside, **we** will organise and pay for the recovery of **your bike** to the nearest Harley-Davidson Authorised Dealer.

Storage

If **your bike** has to be stored whilst awaiting recovery or collection, **we** will pay storage costs up to 50€.

Taxi transfer

If, following assistance abroad, **you** need to be taken to a specific location **we** will organise and pay up to 50€ for a taxi transfer for **you** and **your pillion**.

Onward travel/hotel accommodation

If **your bike** has been **immobilised** en route to **your** planned destination and **your bike** has been taken to a Harley-Davidson Authorised Dealer and cannot be repaired within four hours, **you** may wish to continue **your** original journey. **We** will, wherever possible, organise and pay the cost of the most appropriate method of onward transport to that destination.

Alternatively, **you** may wish to wait for the completion of repairs. If this necessitates an unscheduled stay, **we** will, wherever possible, pay the costs of the hotel accommodation for **you** and **your pillion** up to a maximum of four nights and 180€ per person per night on a bed and breakfast basis (maximum payable 720€).

Replacement transport

Provided that **your bike** has been recovered by Harley|ASSIST™ Roadside Assistance Insurance, **we** will, whenever possible, organise and pay for a replacement vehicle (Category A) within Europe whilst **your bike** is being repaired, up to a maximum period of two days. The rental provider will need to see a valid driving licence and **you** will be required to pay a deposit for fuel and any additional days hire. For further information please refer to the 'Continental Europe terms and conditions'.

Bike collection (repaired)

If **your bike** cannot be repaired in **Continental Europe** before **your** intended return date to the **United Kingdom**, **we** will arrange and pay the cost of **your** outward journey to collect **your bike** after repair (train fare or economy flight).

Bike repatriation (unrepaired)

If **your bike** cannot be repaired in **Continental Europe** within 2 weeks, **we** will arrange and pay for the repatriation of **your bike** to the nearest Harley-Davidson Authorised Dealer.

The maximum amount payable by **us** for **bike** repatriation will not exceed the market value of **your bike**.

Continental Europe terms and conditions

All costs quoted within this document are inclusive of VAT.

Bike collection

Train and plane will be paid for one person in economy class.

Repatriation

If **your bike** has to be repatriated from **Continental Europe**, **you** should ensure that any items of value are removed. **You** will be asked to provide **us** with a signed inventory of any items left with **your bike**. Neither **we** nor **our** agents accept any liability for the subsequent loss of or damage to any items not declared on this inventory.

Adverse weather conditions

During periods of adverse weather conditions, snow, floods, etc., external resources may be stretched and some operations become impossible until the weather improves. At such times, **our** main priority is to ensure that **you** and **your pillion** are taken to a place of safety and so the recovery of **your bike** may not be possible until weather conditions permit.

Replacement transport

Whenever possible Harley|ASSIST™ Roadside Assistance Insurance will attempt to provide **you** with a replacement vehicle (Category A) from one of the major rental companies. Under any circumstances **you** must be able to comply with their conditions of hire.

You will be responsible for any fuel costs incurred during the period of hire. Certain endorsements on **your** licence may prejudice **your** eligibility to hire.

Insurance requirements stipulate that **you** must be between 25 and 65 years of age. If **you** are under 25 or over 65 years of age **we** will try to make alternative arrangements but these cannot be guaranteed.

Incorrect fuel

If **your bike** is immobilised as a result of refueling with incorrect fuel, **we** will pay for the cost of recovering **your bike** to the nearest Harley-Davidson Authorised Dealer. The additional benefits detailed in this document will not be provided in the event of refueling with incorrect fuel.

Autoroute restrictions

If assistance is required on a French autoroute and certain autoroutes in some other European countries, **you** must use the official SOS boxes at the side of the road in order to arrange initial recovery. **You** will be connected to the authorised motorway assistance service because the roads are privatised and **we** are prevented from assisting on them.

You should contact Harley|ASSIST™ Roadside Assistance Insurance at the earliest opportunity so that **we** can arrange for the most appropriate assistance once **your bike** has been recovered from the autoroute.

Costs incurred for recovery from the autoroute should be claimed back from Harley|ASSIST™ Roadside Assistance Insurance.

Continental Europe exclusions

We will not pay for:

- any expenses incurred without **our** prior authorisation;
- expenses which would normally have been payable by **you**, such as fuel and toll charges;
- the cost of replacement parts;
- any costs resulting from participation in motor racing, rallies, speed, track days or duration tests;
- the use of **your bike** for hire or reward i.e. taxi or courier services;
- any costs resulting from **your bike** being kept in an unroadworthy condition or not being serviced in accordance with the manufacturer's recommendations. If **we** believe that a recurring fault is due to poor maintenance of **your bike we** reserve the right to request proof of servicing and to specify immediate recovery to a Harley-Davidson Authorised Dealer;
- any costs as a result of **your** participation in a criminal act or offence;
 - any costs as a result of **your** being under the influence of intoxicating liquor, or solvent abuse or drugs;
- any loss, theft, damage, death, bodily injury, cost or expense that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this policy.
- any costs as a result of civil or foreign wars, riots, popular movements, strikes, hostage taking, handling of weapons;
- any costs as a result of any effects of a nuclear origin or caused by any source of ionising radiation;
- any costs resulting from your deliberate acts (including but not limited to suicide and attempted suicide) and fraudulent acts;

Making a complaint

We aim to provide **you** with first class cover and service. However, there may be times when **you** feel **we** have not done so. If this is the case, please tell **us** about it so that **we** can do **our** best to solve the problem. If **you** make a complaint **your** legal rights will not be affected.

Please contact:
Customer Service
Harley|ASSIST™ Roadside Assistance Insurance
102 George Street
Croydon, CR9 6HD

Email: customersupport@allianz-assistance.co.uk

Call: +44 (0)20 8603 9853

Please supply **us** with **your** name, address, vehicle registration and details of **your** complaint, enclosing copies of relevant correspondence as this will help **us** to deal with **your** complaint in the shortest possible time.

If **you** are not satisfied with **our** final response **you** can refer the matter to the Financial Ombudsman Service for independent arbitration. Visit: www.financial-ombudsman.org.uk, write to: Financial Ombudsman Service, Exchange Tower, London E14 9SR, Call: +44 (0)800 023 4567 or +44 (0)300 123 9 123 Email: complaint.info@financial-ombudsman.org.uk

Transfer of ownership form

If **your bike** is sold, the remaining cover may be transferred to the new owner.

Fill in the new owner's details below. Please note that the form below must be signed by **you** and the new owner.

Please enter new owner's details below:

Policy _____ number: _____

_____ Frame number: _____

_____ Bike _____ registration

number: _____ Title _____

_____ Initials _____

Surname _____

New address _____

_____ Postcode _____

Telephone number _____

Email address _____

Mileage at transfer _____

I (name) _____ wish to transfer the balance of my Harley | ASSIST™
policy to the new owner detailed above.

Signature of previous owner _____ Date _____

Signature of new owner _____ Date _____

Please send to:

Harley | ASSIST™ Roadside Assistance Insurance

102 George Street

Croydon

CR9 6HD

Change of address form

Please enter new address details below:

Policy _____ number: _____
_____ Frame number: _____
_____ Bike registration
number: _____ Title
_____ Initials _____

Surname _____

New address _____

_____ Postcode _____

Telephone number _____

Email address _____

I confirm that the details provided are correct.

Your signature _____ Date _____

Please send to:
Harley | ASSIST™ Roadside Assistance Insurance
102 George Street
Croydon
CR9 6HD

Harley|ASSIST™ Roadside Assistance Insurance is underwritten by AWP P&C SA - Dutch branch (trading as Allianz Global Assistance Europe) and administered in the UK by AWP Assistance UK Ltd (trading as Harley|ASSIST™ Roadside Assistance Insurance), Registered in England No 1710361. Registered Office PO Box 74005, 60 Gracechurch Street, London, EC3P 3DS.

AWP Assistance UK Ltd is authorised and regulated by the Financial Conduct Authority.

AWP P&C SA - Dutch branch, Registered Office Poeldijkstraat 4, 1059 VM Amsterdam, the Netherlands Corporate Identification No 33094603 is registered at the Dutch Authority for the Financial Markets (AFM) No 12000535 and is authorised by L'Autorité de Contrôle Prudentiel et de Résolution (ACPR) in France.

AWP Assistance UK Ltd acts as an agent for AWP P&C SA - Dutch branch for the receipt of customer money, settling claims and handling premium refunds.

This policy is available in large print, audio and Braille.
Please phone 0800 587 9832 and we will be pleased
to organise an alternative for you.

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Ref HDSUKBAWL

Privacy Notice

We care about your personal data

AWP P&C S.A. Dutch branch trading as **Allianz Global Assistance Europe** (“we, “us” “our”), a part of Allianz Partners Group, is the Dutch authorised branch of AWP P&C SA, an insurance company authorized under French law, providing insurance products and services on a cross-border basis. Protecting your privacy is a top priority for us. This privacy notice explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Please read this notice carefully.

1. Who is the data controller?

A data controller is the individual or legal person who controls and is responsible to keep and use personal data, either in paper or electronic files.

AWP P&C S.A. - Dutch branch is, as defined by relevant data protection laws and regulations, the Data Controller in regard to the personal data that we request and collect from you for the purposes detailed in this privacy notice.

2. What personal data will be collected?

We will (or may) collect and process various types of personal data about you.


During the purchase process of our products, we will request you, the following personal details of the policyholder :

- Surname, first name or initials
- Title, gender
- Address and residency
- Date of birth
- Telephone numbers
- Email address
- Credit/debit card and bank account details
- Vehicle registration information (VIN, license plate number, model and registration date)

We may also collect and process data relating to driving related convictions and economic sanctions which may affect our ability to provide a hire car to you in the event of a claim

If any of the events covered by the policy occurs and you or any of the insured people submit a claim to Us, We can request, collect and process additional personal information when relevant to the claim, as well as documents supporting it, such as:

- Details of the claim and circumstances
- Nationality, identification document number
- Occupation, previous and/or current employment or business activities
- Location data
- Signature
- Voice
- Family details (e.g. marital status, dependants, spouse, partner, relatives,...)
- IP address of the claimant if the claim is submitted by our available portals

 ***By purchasing this insurance policy, you commit to give the information contained in this Privacy Notice to any third party whose personal information you may provide to Us (e.g. other insured persons, beneficiaries, third parties involved in the claim, third persons to contact in case of emergency, etc), and you accept not to provide that information otherwise.***

3. How will we obtain and use your personal data?

We will collect and use the personal data that you provide to us and that we receive about you (as explained below) for a number of purposes and with your express consent unless applicable laws and regulations do not require us to obtain your express consent, as shown below:

Purpose	Is your express consent required?
<ul style="list-style-type: none"> Insurance contract quotation and underwriting 	<ul style="list-style-type: none"> No, to the extent these processing activities are necessary to perform the insurance contract to which you are party and to take the necessary steps previous to enter in this contract
<ul style="list-style-type: none"> Insurance contract administration (e.g., claims handling, handling of complaints, necessary investigations and assessments in order to determine the existence of the covered event and the amount of the compensations to be paid, or the kind of assistance to be provided, etc) 	<ul style="list-style-type: none"> We will not be required to collect your consent, to the extent that they are necessary to comply the obligations We undertake in the insurance contract.
<ul style="list-style-type: none"> To conduct quality surveys about the services provided, with the purpose to assess your level of satisfaction and to improve them. 	<ul style="list-style-type: none"> We have a legitimate interest to contact you after handling a claim or after providing assistance to ensure we have complied our obligations under the contract in a satisfying way for you. However, you have the right to object by contacting us as explained in section 9 below.
<ul style="list-style-type: none"> To meet any legal obligations (e.g. those arisen from Laws on insurance contracts and insurance business activities regulations on tax, accounting and administrative obligations, or to prevent money laundry or violation of Economic Sanctions). 	<ul style="list-style-type: none"> No, to the extent these processing activities are expressly and legally authorized.
<ul style="list-style-type: none"> Fraud prevention and detection, including, when appropriate, for example, comparison of your information with previous claims, or checking of common insurance claims filing systems. 	<p>No, it is understood that the detection and prevention of fraud is a legitimate interest of the Controller, therefore We are entitled to process your data for this purpose without collecting your consent.</p>
<ul style="list-style-type: none"> Audit purposes, to comply with legal obligations or internal policies 	<ul style="list-style-type: none"> We can process your data in the framework of internal or external audits either required by law, or by internal policies. We won't request your consent for these processing to the extent that they are legitimated by the applicable regulations or our legitimate interest. However, we will ensure that only the strictly necessary personal data are used, and treated with absolute confidentiality. <p>Internal Audits are usually conducted by our holding company, Allianz Partners SAS (7 Rue Dora Maar, 93400 Saint-Ouen, France)</p>
<ul style="list-style-type: none"> To perform statistical and quality analysis on the basis of aggregated data, as well as claims rate 	<ul style="list-style-type: none"> If we carry out any of these processing activities, we will do in by aggregating and anonymizing data. After this process, the data are not considered "personal" data anymore and your consent is not required.

Purpose	Is your express consent required?
<ul style="list-style-type: none"> To administer debt recoveries (e.g. to claim the payment of the premium, to claim third parties liabilities, to distribute the compensation amount between different insurance companies covering the same risk) 	<ul style="list-style-type: none"> No when the processing of your data , even special categories of personal information (racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric data, health, sex life or sexual orientation, criminal convictions or offences) may be necessary for the establishment, exercise or defence of legal claims, which is also our legitimate interest.
<ul style="list-style-type: none"> To inform you, or permit Allianz Group companies and selected third parties to inform you, about products and services we feel may interest you in accordance with your marketing preferences. <p>You can change these at any time by the links we will make available in every communication to unsubscribe, by mean of the options in your client portal, where available, or by contacting us as specified in section 9 below.</p>	<ul style="list-style-type: none"> We will process your personal information for these purposes only if authorized by law (and within the limitations and by complying the requirements of those legal authorizations) or by collecting your express consent after providing you information about criteria we use to make the profiles and the impact/consequence and benefits of such profiling for you.
<ul style="list-style-type: none"> To personalize your experience on our websites and portals (by presenting products, services, marketing messages, offers, and content tailored to you) or by using computerised technology to assess which products might be most suitable for you. <p>You will be able to modify these processing activities by using the options available in your browser (e.g. in the case of use of cookies and similar devices) or by contacting us as specified in section 9 below.</p>	<ul style="list-style-type: none"> We will ask for your consent
<ul style="list-style-type: none"> To redistribute risks by means of reinsurance and co-insurance 	<ul style="list-style-type: none"> We can process and share your personal information with other insurance or reinsurance companies with whom we have signed or we will sign co-insurance or re-insurance agreements. These distribution of risks are legitimate interest of Insurance Companies, even usually expressly authorized by law (including the sharing of personal data <i>strictly necessary</i> for it)
<ul style="list-style-type: none"> Expiration of the policy and renewal 	<ul style="list-style-type: none"> We have a legitimate interest to contact you after expiration of your policy to make you aware that the cover provided will end and offer you a renewal. However, you have the right to object by contacting us as explained in section 9 below.

As mentioned above, for the purposes indicated above, we will process personal data we receive about you from business partners, providers, other insurance companies, assistance providers or contact persons you authorize, fraud prevention agencies, analytics providers.

We will need your personal data if you would like to purchase our products and services. If you do not wish to provide this to us, we may not be able to provide the products and services you request, that you may be interested in, or to tailor our offerings to your particular requirements.

4. Who will have access to your personal data?

We will ensure that your personal data is processed by our staff confidentially, on a need-to know basis, and in a manner that is compatible with the purposes indicated above.

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

- other Allianz Group companies (e.g. for audit purposes), public authorities, fraud prevention agencies, other insurers, intermediaries/brokers, banks, lawyers, independent experts, fraud investigators and third party partners participating in the provision of services (such as: healthcare professionals, travel agencies, taxi companies, car hire companies, vehicle recovery operators, repairers, loss adjusters);
- the franchised dealers and authorised repairers.

For the stated purposes, we may also share your personal data with the following parties who operate as data processors, i.e., processing the data under our instructions, and subject to the same obligations of confidentiality, need-to-know and compatibility with the purposes described in this Privacy Notice.

- other Allianz Group companies or third companies acting as subcontractors of internal activities (e.g. providers of IT support and maintenance, companies providing claims handling services, postal and document management providers), technical consultants, experts, surveyors;
- advertisers and advertising networks to send you marketing communications, as permitted under local law and in accordance with your communication preferences. We do not share your personal data with non-affiliated third parties for marketing purposes without your permission.

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

- In the event of any contemplated or actual reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in any insolvency or similar proceedings; and
- To meet any legal obligation, including to the relevant ombudsman if you make a complaint about the product or service we have provided to you.

5. Where will my personal data be processed?

Your personal data may be processed both inside and outside of the European Economic Area (EEA) by the parties specified in section 4 above, subject always to contractual restrictions regarding confidentiality and security in line with applicable data protection laws and regulations. We will not disclose your personal data to parties who are not authorized to process them.

Whenever we transfer your personal data for processing outside of the EEA by another Allianz Group company, we will do so on the basis of Allianz' approved binding corporate rules known as the Allianz Privacy Standard (Allianz' BCR) which establish adequate protection for personal data and are legally binding on all Allianz Group companies. Allianz' BCR and the list of Allianz Group companies that comply with them can be accessed here https://www.allianz-partners.com/en_US/allianz-partners---binding-corporate-rules-.html. Where Allianz' BCR do not apply, we will instead take steps to ensure that the transfer of your personal data outside of the EEA receives an adequate level of protection as it does in the EEA. You can find out what safeguards we rely upon for such transfers (for example, Standard Contractual Clauses) by contacting us as detailed in section 9 below.

6. What are your rights in respect of your personal data?

Where permitted by applicable law or regulation, and within the scope therein defined, you have the right to:

- Access your personal data held about you and to learn the origin of the data, the purposes and ends of the processing, the details of the data controller(s), the data processor(s) and the parties to whom the data may be disclosed;
- Withdraw your consent at any time where your personal data is processed with your consent;
- Update or correct your personal data so that it is always accurate;
- Delete your personal data from our records if it is no longer needed for the purposes indicated above;
- Restrict the processing of your personal data in certain circumstances, for example where you have contested the accuracy of your personal data, for the period enabling us to verify its accuracy;
- Obtain your personal data in an electronic format for you or for your new insurer; and
- File a complaint with us and/or the relevant data protection authority.

You may exercise these rights by contacting us as detailed in section 9 below providing your name, email address, account identification, and purpose of your request.

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

Where permitted by applicable law or regulation, you have the right to object to us processing your personal data, or tell us to stop processing it (including for purposes of direct marketing). Once you have informed us of this request, we shall no longer process your personal data unless permitted by applicable laws and regulations.

You may exercise this right in the same manner as for your other rights indicated in section 6 above.

8. How long do we keep your personal data?

We will retain your personal data only as long as they are necessary for the purposes informed in this Privacy Notice, and deleted or anonymized when no longer required. Here below we inform you some of the retention periods applicable to the purposes informed in section 3 above.

However, please be aware of , sometimes additional specific requirements or events may override or modify them, such as ongoing legal holds over relevant information, or pending litigation or regulatory investigations, which may supersede or suspend these periods until the matter has been closed, and the relevant period to review or to appeal has expired. In particular, retention periods based on prescription periods for legal claims can be interrupted and start to run again

Personal information to obtain a quotation (when necessary)	During the validity period of the quotation provided
Policy Information (underwriting, claims handling, management of complaints, litigation cases, quality surveys, fraud prevention/detection, debt recoveries, co-insurance and re-insurance purposes,...)	We will keep the personal information of your Insurance Policy during the validity period of your Insurance contract and the prescription period of the eventual litigation cases that may arise from it, as a general rule for a minimum of 7 additional years. This period may be longer or shorter as determined by the local applicable laws on insurance contracts.
Claims Information (claims handling, management of complaints, litigation cases, quality surveys, fraud prevention/detection, debt recoveries, co-insurance and re-insurance purposes)	We will retain the personal information you provide to us or we collect and process according to this privacy notice for a minimum period of 7 years as from the date of settlement of the claim. This period may be longer or shorter as determined by the local applicable laws on insurance contracts.
Marketing information and related profiling	We will keep this information whilst your insurance policy period is still valid, and one additional year, unless you withdraw your consent (when required), or you object (e.g. in the event of marketing activities authorized by law you don't want to receive). In these cases we will no longer process your data for these purposes, although we may be legitimated to keep some information to prove the previous processing activities were lawful.
Supporting documents to provide evidence of compliance with legal obligations such as tax or accounting	We will process in these documents the personal data you provide to us, or we collect and process according to this Privacy Notice, only to the extent they're relevant for this purpose, and during a minimum of 10 years from the first day of the relevant tax year.

We will not retain your personal data for longer than necessary and we will hold it only for the purposes for which it was obtained.

9. How can you contact us?

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

AWP P&C S.A. Dutch branch

Data Protection Officer
Poeldijkstraat 4
1059 VM Amsterdam
The Netherlands

Email: AzPUKDP@allianz.com

You can also use these contact details to exercise your rights, or to submit your queries or complaints to other Allianz Partners entities acting as controllers (see section 4 above) to which we may have shared your personal data. We will address them your request and support their handling and answer to you in our local language.

10. How often do we update this privacy notice?

We regularly review this privacy notice. We will ensure the most recent version is available on our website <https://harley-assist.com/gb/en/> and we will tell you directly when there's an important change that may impact you. This privacy notice was last updated on May, the 31st, 2019