

Notice of information deemed to constitute General Terms and Conditions for Policy No. 340 029

Dear Customer,

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

Before taking out this insurance policy, please carefully read this Notice of Information and the General Terms and Conditions. These specify your rights and obligations and those of the Insurer, and answer any questions that you may have.

Who is the Insurer?

AWP P&C, Société Anonyme (Joint-stock company) with share capital of 17,287,285.00 euros, 519 490 519, RCS BOBIGNY, Registered office: 7, rue Dora Maar - 93400 SAINT-OUEN private company governed by the French Insurance Code (hereinafter the "**Insurer**"),

Who is this policy aimed at?

This policy is aimed at any person who has made a reservation for a airplane ticket via KLM and who will request it on the day of the booking for the KLM1 and KLM2 options, or at the latest, when the check-in for the outbound flight of the KLM3 option closes.

What are the conditions for benefiting from this policy?

To benefit from the cover, you must have your Home in France.

What is the date of effect and term of your policy?

The policy is valid from the date it is taken out for any Trip, personal or business, of a maximum duration of two (2) consecutive months, sold by the Organisation or Authorised Intermediary with which this policy was taken out. The types of cover apply according to the terms and conditions provided for in the "Administrative Provisions".

Which types of cover are provided for in the policy?

- The types of cover listed below are those corresponding to the option taken out and which are shown in your Specific Terms and Conditions for which you have paid the corresponding premium. The policy consists of the options with the following covers:

	KLM 1 Cancellation	KLM 2 Comprehensive	KLM 3 Assistance
Cancellation or change	•	•	
Missed flight	•	•	
Damage to baggage		•	•
Traveller Assistance		•	•
Private third party liability abroad		•	•

- To find out the payment amounts and limits and the excess relating to the cover, please refer to the Cover Table. This table also includes a list of general exclusions, along with the exclusions specific to each type of cover.

The policy is drawn up in French and subject to French law.

Key elements

- ✓ You may or may not have a right of waiver after taking out this insurance policy. The terms and conditions for exercising this option are detailed in the "Administrative Provisions" of the General Terms and Conditions in Article 3, "Waiver option".
- ✓ To avoid multi-insurance, in accordance with Article L 112-10 of the Insurance Code:

You are kindly requested to check that you do not already have cover protecting you for one of the risks provided for in the new policy. If you are already covered, you have the right to withdraw from this policy within fourteen calendar days from signing the contract, without incurring any fees or penalties, provided that all of the following conditions are met:

- you have taken out this policy for non-professional purposes;
- this policy accompanies the purchase of goods or services sold by a supplier;
- you prove that you are already covered for one of the risks provided for in the new policy;
- the policy which you wish to take out has not been executed in full;
- you have not declared any claim covered by this policy.

In this case, you can exercise your right to withdraw from the policy by letter or any other durable format addressed to the insurer of the new policy, with a document in attachment proving that you already have cover protecting you for one of the risks provided for in the new policy. The insurer is required to repay you the premium paid within thirty days of your waiver.

If you wish to waive your policy but do not satisfy all of the conditions above, please check the terms and conditions of the waiver set out in your policy under Article 3 "Waiver option".

- ✓ Service quality and customer satisfaction are a priority for us. If however, our services have not been completely satisfactory, you can contact us according to the terms provided for in the "Administrative Provisions" of the General Terms and Conditions in Article 12, "Claim assessment procedures".

Urgent need of medical assistance	Claim request
<ul style="list-style-type: none">▶ Contact us (24/7) On 00 33 (0)1 42 99 02 02▶ Deaf and hard-of-hearing access (24/7) https://accessibilite.votreassistance.fr▶ Please tell us: Your policy number Who needs assistance Where? Why? Who is looking after the sick person? Where, when and how can the person be contacted?	<ul style="list-style-type: none">▶ To register your request for indemnification immediately, contact us at: https://indemnisation.allianz-travel.fr▶ If you do not have Internet access, contact us (Metropolitan France time zone): on 00 33 (0)1 42 99 03 95 Monday to Friday between 9.00 a.m. and 6.00 p.m.

The policy is drawn up in French and subject to French law. The types of cover in the policy, **except for assistance cover**, are regulated by the French Insurance Code.

General Terms and Conditions**KLM1 option: Cancellation or Change****KLM2 option: Comprehensive****KLM3 option: Assistance****TABLE OF CONTENTS**

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DEFINITIONS COMMON TO ALL TYPES OF COVER

The terms starting with a capital letter in this policy are defined either in this chapter, or at the beginning of the description of each type of cover.

ABROAD: any country except the country where the Insured Person resides and except Countries not covered.

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

ACCIDENTAL BODILY INJURY: any unintentional bodily injury caused by the sudden action of an external cause, certified by a Physician.

AGGRAVATED THEFT: theft committed by a Break-in or Assault, documented by a detailed crime report.

ASSAULT: any physical assault or threat of physical assault from a Third Party.

ASSIGNEE: a person receiving an indemnity paid, not in his personal capacity, but because of his links with the Insured Person.

AUTHORISED ORGANISATION OR INTERMEDIARY: travel professional, transportation professional or supplier of the insured service.

BREAK-IN: forcing, damage or destruction of an anti-theft device.

CHANCE EVENT: any unforeseeable event, external to, and outside of the control of, the Insured Person.

CIVIL WAR: armed combat, within the same country, in which different groups, identifiable by their ethnic, religious, community or ideological association, fight one another; or when at least one of such groups opposes the regular armed forces of the country.

COMMON LAW PARTNERS: two individuals who are neither married nor legally registered partners, but who have documentation to prove that they reside in the same household (cohabitation certificate or, in its absence, housing tax documentation, a bill for electricity, gas, water, insurance, or a rent receipt, etc.); and that they lived under the same roof from the date this policy was taken out to the time of the Insured Event.

CONSEQUENTIAL INTANGIBLE DAMAGE: any monetary loss resulting from loss of use of a right, the interruption of a service rendered by a person or an item of property, cessation of activity, or loss of profit or of customers, and which is the direct consequence of covered Bodily Injury or Property Damage.

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

COVER THRESHOLD: duration, amount or minimum percentage which triggers the Insurer's intervention or the implementation of the cover.

DEPARTURE: the expected date and time for the start of the Trip.

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

EPIDEMIC: a contagious disease whose spread constitutes an epidemic according to the World Health Organization (WHO) or the competent health authority of the Insured's country of residence.

EUROPE: territories of the Member States of the European Union, located in geographic Europe, as well as the following territories and countries: Guadeloupe, Guyana, Martinique, Réunion, Liechtenstein, the Principalities of Monaco and Andorra, Saint-Martin, Switzerland, the Vatican.

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

EXCESS: the share in the loss payable by the Insured Person when the claim is settled. Excess amounts in respect of each type of cover are specified in the cover table.

EXCLUDED COUNTRIES: North Korea: The up-to-date list of all excluded countries can be found on the Allianz Travel website on the following page: <http://paysexclus.votreassistance.fr>

FLIGHT CONFIRMATION: formality required by the travel according to the procedures defined in its terms of sale, enabling the confirmation of the purchase of the ticket and the booking of the seats to be held.

FOREIGN WAR: armed engagement, declared or not, by one country against one or more other countries or an external, irregular army, particularly motivated by a geographic, political, economic, racial, religious, or ecological dispute.

FRANCE: Metropolitan France (including Corsica), Guadeloupe, Guiana, Martinique, Mayotte, Reunion, Saint-Martin (French part) and St Barthélemy.

HOME: usual place of residence situated in France, which determines the Insured Person's exercise of his civic rights.

ILLNESS: any change in the condition of a person's health as certified by a Physician.

INSURANCE PERIOD: period of validity of this policy.

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

INSURED PERSON(S): the person(s) designated in the Specific Terms and Conditions/listed in the sales agreement for the insured service provided that his/their Home is situated in France.

INSURER: AWP P&C, hereinafter referred to by its commercial name, Allianz Travel, i.e. the Insurer with whom this insurance policy was taken out.

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

METROPOLITAN FRANCE: European territory belonging to France (including the islands located in the Atlantic Ocean, the Channel and the Mediterranean), **excluding all French overseas departments, regions, local authorities, territories and countries.**

NATURAL DISASTER: an event of natural origin caused by the abnormal intensity of a natural agent, and recognised as such by the authorities of the country in which it has occurred.

PANDEMIC: Epidemic declared as a pandemic by the World Health Organization (WHO) or the competent health authority of the Insured's country of residence.

PHYSICIAN: any person who holds a medical qualification that is legally recognised in the country where he habitually carries out their professional activity.

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

PUBLIC TRANSPORTATION BY AIR: passenger transportation service by air making places available for valuable consideration, distributed directly through approved agents or by the travel organiser that chartered the flight, the timetables, availabilities and prices for which are publicised and resulting in a travel document being issued.

QUARANTINE: the exclusion, decided by a competent authority, of a person who is not ill but who has been exposed or is likely to have been exposed to a contagious disease whose spread is declared as an Epidemic or Pandemic.

Containment which applies more broadly to part or all of a population or geographical area shall be excluded.

SCHEDULED FLIGHT: scheduled flight made a commercial aeroplane, the precise timetables and frequencies of which match those published in the "Official Airlines Guide".

SERVICE CHARGES: charges levied by the approved Organisation or Intermediary when booking air travel.

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

TANGIBLE LOSS: any accidental damage, destruction, or loss of an item of property, as well as any injury suffered by a domestic animal.

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

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

TRIP: insured transport and/or stay, organised, sold or supplied by the Approved Organisation or Intermediary with whom this policy was taken out and scheduled to take place within the period of validity of this policy.

POLICY TERRITORY

The "Cancellation or Change" and "Missed Travel" covers apply to any Trip worldwide, **except for Countries Not Covered**.

The types of cover "Damage to Baggage, Traveller Assistance and Private Third Party Liability Abroad" apply in the country/countries visited during the Trip organised by the Approved Organisation or Intermediary and mentioned in the sales agreement for the insured service, **excluding Countries Not Covered**.

COVER TABLE

INSURED EVENTS	COVER AMOUNTS AND LIMITS	EXCESS AMOUNTS OR COVER THRESHOLDS
CANCELLATION OR CHANGE - Options 1 and 2		
<ul style="list-style-type: none"> • Following the occurrence of an Insured Event (other than those detailed below) 	Reimbursement of cancellation fees as per the scale applied by the airline company and within the following limits:	N.A.
<ul style="list-style-type: none"> • Following a cancellation or change in vacation dates made by the employer. • Following the Aggravated Theft of identity papers within 5 days of the Departure 	In the case of Cancellation: <ul style="list-style-type: none"> - €5,000 per insured person, and - €32,000 per Insured Event for all persons insured under this policy, up to a limit of the total amount of cancellation charges or In the case of Change: <ul style="list-style-type: none"> - €300 per insured person or per booking 	25% of the amount of the cancellation fees insured with a minimum of €30 and a maximum of €150 per insured person.

INSURED EVENTS	COVER AMOUNTS AND LIMITS	EXCESS AMOUNTS OR COVER THRESHOLDS
MISSED FLIGHT – Options 1 and 2		
<ul style="list-style-type: none"> • When the Insured Person misses the flight 	Paying for a new ticket for departure within 24 hours, limited, per insured person, to the amount of the single ticket initially purchased.	N.A.

INSURED EVENTS	COVER AMOUNTS AND LIMITS	EXCESS AMOUNTS OR COVER THRESHOLDS
DAMAGE TO LUGGAGE (*) – Options 2 and 3		
<ul style="list-style-type: none"> • Damage to Insured Property during transit and during the Stay 	Indemnity up to the limits of: <ul style="list-style-type: none"> - €800 per insured person and per claim 	Excess per insured person and per claim: €30
<ul style="list-style-type: none"> • Theft of Valuables 	Indemnity up to the limit of: <ul style="list-style-type: none"> - 50% of the amount of the Damage to Baggage cover, per insured person and per insurance period 	

(*) The maximum amount of cover for "Damage to baggage" including "Theft of valuables" may not exceed **€800 per claim**.

COVERED SERVICES OR REFUNDS	COVER AMOUNTS AND LIMITS	EXCESS AMOUNTS OR COVER THRESHOLDS
TRAVELLER ASSISTANCE – Option 2 and 3		
ASSISTANCE DURING THE TRIP		
<ul style="list-style-type: none"> • Repatriation Assistance - Arranging and paying for the repatriation of the Insured Person to their Home or transportation to a hospital - Arranging and paying for the return of an insured travel companion 	<p>Actual costs</p> <p>Actual costs</p>	N.A.
<ul style="list-style-type: none"> • Assistance to the Insured Person's minor children or his disabled adult children - Arranging and paying for returning the Insured Person's minor children or disabled adult children to their Home when the Insured Person is repatriated - Arranging and paying the cost of a travel companion's return fare for the return of minor children or disabled adult children when the Insured Person is hospitalised locally 	<p>Actual costs</p> <p>Actual costs</p>	N.A.
<ul style="list-style-type: none"> • A visit from a friend or relative in the event that the Insured Person is hospitalised at the location <p>Paying the costs enabling a family member to reach the Insured Person's bedside:</p> <ul style="list-style-type: none"> - return trip - Accommodation costs locally until the Insured Person is repatriated or discharged from hospital 	<p>Actual costs</p> <p>Up to a limit per day of €50 for a maximum of 7 days</p>	N.A.
<ul style="list-style-type: none"> • Charges for emergency hospitalisation Abroad (*) - The Insured Person is affiliated with a basic health insurance plan: <ul style="list-style-type: none"> · direct payment subject to reimbursement by the Insured Person of the amounts he receives from welfare agencies - the Insured Person is not affiliated with a basic health insurance plan: <ul style="list-style-type: none"> · advance <p>(*) Non-accumulation of the maximum amounts envisaged for the "Charges for emergency hospitalisation Abroad" cover and the cover "Emergency medical costs, paid Abroad by the Insured Person (including Emergency Dental Care Costs)".</p>	<p>Up to the following limits, per insured person and per Insurance Period:</p> <p>- €150,000</p> <p>- €150,000</p>	N.A.
<ul style="list-style-type: none"> • Emergency Medical Costs paid Abroad by the Insured Person (*) - reimbursement of Emergency Medical Costs payable by the Insured Person (except for Emergency Dental Care Costs) - reimbursement of Emergency Dental Care Costs remaining the responsibility of the Insured Person <p>(*) Non-accumulation of the maximum amounts envisaged for the cover "Emergency medical costs, paid Abroad by the Insured Person (including Emergency Dental Care Costs)" and the "Charges for emergency hospitalisation Abroad" cover.</p>	<p>Up to the following limits, per insured person and per Insurance Period:</p> <p>- €150,000</p> <p>- €300</p>	Excess per Insurance Period: €30
<ul style="list-style-type: none"> • Additional costs locally - reimbursement of accommodation costs of the Insured Person and/or those incurred by the insured members of his family or those of an insured person accompanying the Insured Person in the case of: 	<p>Limited to €50 per day and per person, for a maximum of 7 days</p>	N.A.

COVERED SERVICES OR REFUNDS	COVER AMOUNTS AND LIMITS	EXCESS AMOUNTS OR COVER THRESHOLDS
TRAVELLER ASSISTANCE – Option 2 and 3		
· immobilisation locally		
<ul style="list-style-type: none"> • Search and/or rescue costs - Search costs - Rescue costs 	Up to the following limits: - per insured person and per claim: €750 - per insured person and per claim: €750	N.A.
<ul style="list-style-type: none"> • Assistance in the event of the death of the Insured Person - transporting the body - funeral costs - additional costs of transporting insured members of the deceased person's family or an insured travel companion 	Actual costs Up to a limit of €750 per insured person Actual costs	N.A.
<ul style="list-style-type: none"> • Legal assistance Abroad - reimbursement of lawyers' fees - advance for bail 	Up to the following limits, per insured person and per Insurance Period: - €5,000 - €5,000	N.A.
<ul style="list-style-type: none"> • Early return assistance - arranging and paying transportation costs 	Actual costs	N.A.
<ul style="list-style-type: none"> • Making medication available locally - making medication available 	The costs of purchase of medication and/or following treatment are payable by the Insured Person Shipment charges	N.A.
<ul style="list-style-type: none"> • "Unforeseen" assistance: - Communicating with your family 	Actual costs	N.A.

INSURED DAMAGE	COVER AMOUNTS AND LIMITS	EXCESS AMOUNTS OR COVER THRESHOLDS
PRIVATE THIRD PARTY LIABILITY ABROAD POLICY (*) - Options 2 and 3		
<ul style="list-style-type: none"> • Physical injury and consequential intangible loss after insured damage 	Up to €500,000 per Claim	N.A.
<ul style="list-style-type: none"> • Tangible loss and consequential intangible loss after insured damage 	Up to €50,000 per Claim	

GENERAL EXCLUSIONS

In addition to the "Exclusions common to all types of cover" shown for each type of cover and any exclusions shown in the definitions, the consequences of the following circumstances and events are never insured:

1. damage of any kind decided, caused or instigated by the Insured Person or with their complicity; or following aggravated negligence or malicious intent or wilful misconduct by the Insured Person (Article L113-1(2) French Insurance Code), except in a case of self-defence, or assistance to a person in danger;
2. the Insured Person's criminal convictions;

3. suicide or attempted suicide by the Insured Person;
4. damage following:
 - alcohol consumption by the Insured Person and/or;
 - Insured Person's taking of medicine, drugs or any narcotic substance listed in the French Public Health Code, not medically prescribed;
5. unless otherwise provided for in the cover, damages resulting from War, whether Civil or Foreign, acts of terrorism, riots, popular movements, coups d'état, taking of hostages or strikes;
6. civil or military application of nuclear reaction, i.e. transformation of the nucleus of atoms, transporting and processing radioactive waste, use of a radioactive source or body, exposure to ionising radiation, contamination of the environment by radioactive agents, an accident or malfunction taking place on a site that transforms the nucleus of atoms;
7. incidents for which liability may be incumbent on either the organiser of the Trip, in pursuance of Title 1 of the French statute n° 2009-888 dated 22 July 2009 regarding the development and modernisation of tourist services, or the transporter, unless otherwise stated in the cover;
8. failure by the Insured Person to comply with the safety rules imposed by the carrier or any rule decreed by the local authorities;
9. failure by the Insured Person to comply with the bans issued by the local authorities;
10. restriction of free movement of individuals and goods, airport closures and border closures. Also excluded are:
11. damage occurring before this policy was taken out;
12. unless otherwise stated in the cover, the consequences of the Epidemic or Pandemic;
13. the consequences:
 - of exposure to infectious biological agents, chemical agents of a combat gas type, incapacitating agents, radioactive agents, or neurotoxic agents or agents with residual neurotoxic effects; which form the subject of quarantine or specific preventive or monitoring measures or recommendations by the international health authorities and/or local health authorities;
 - natural and/or human pollution.

TYPES OF COVER UNDER THE POLICY

CANCELLATION or CHANGE - Options 1 and 2

DEFINITIONS SPECIFIC TO THIS COVER

CANCELLATION: firm and final withdrawal by the Insured Person from the Trip, notified to the Approved Organisation or Intermediary.

CHANGE: postponement by the Insured Person of the insured Trip, subject to this postponement occurring before his Departure and concerning at least, the outbound Trip date.

MONITORING OF PROGRESS: a further medical consultation and/or completion of additional medical examinations.

Definitions of the terms common to all types of cover appear in the chapter "Definitions Common to all types of cover", at the beginning of the policy.

1. PURPOSE OF THE COVER

When the Insured Person cancels or changes his booking, the Organisation or Authorised Intermediary providing the insured service can bill the Insured Person for all or part of the price of the services, known as "cancellation or change charges"; these charges increase as the Departure date approaches. The fees are calculated using the scale of charges applied by the airline company and according to the General Terms and Conditions shown in the Cover Table.

The Insurer reimburses to the Insured Person the total of cancellation or change charges billed, after deduction of the Excess amount shown in the Cover Table.

2. EVENTS COVERED IN THE EVENT OF CANCELLATION OR CHANGE

Cancellation or Change must be the result, after the insurance has been taken out, of one of the following Insured Events, which absolutely prevents the Departure of the Insured Person:

- **Medical events:**

2.1. An Illness including illnesses associated with pregnancy, or an Epidemic/Pandemic, an Accidental Bodily Injury, as well as the consequences, after-effects, complications or aggravations of an Illness or Accidental Bodily Injury, which was identified before the Trip was booked

which must involve:

- either hospitalisation from the date of the Cancellation/Change up to the originally scheduled Departure date,
 - or,
 - the cessation of all professional activity, or home care if the person does not work, from the day of Cancellation/Change to the originally scheduled Departure date,
- and**
- a medical consultation, including following medical treatment from the day of the Cancellation/Change, or undergoing tests prescribed by a Physician,

with, in all cases, the payment for all this treatment by one of the health insurance organisations with which the Insured Person is affiliated;

occurring to:

- the Insured Person, his spouse, common law or registered partner, his direct ascendants or descendants, as well as those of his spouse, common law or registered partner,
- their brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, legal guardians, or wards;
- his work replacement, named when this policy was taken out or, failing this, the person named by the company in the context of its organisation of paid leave,
- the person named when this policy was taken out, responsible, for consideration, during the Insured Person's Trip, for looking after or accompanying the Insured Person's minor children or a disabled person living with the Insured Person,
- another member of the Insured Person's family provided that hospitalisation is for more than 48 hours.

2.2. A medical contraindication against vaccination, the effects of vaccination, or the medical inability to follow the preventive treatment that is required of the Insured Person for the Trip destination.

- **Family events:**

2.3. The notification of the Insured Person for the adoption of a child during his Trip, provided that he was not aware of such notification at the time the booking was made.

2.4. The death (including an Epidemic/Pandemic) of:

- the Insured Person, his spouse, common law or registered partner, his direct ascendants or descendants, as well as those of his spouse, common law or registered partner,
- their brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, legal guardians, or wards;
- his work replacement, named when this policy was taken out or, failing this, the person named by the company in the context of its organisation of paid leave,
- the person named when this policy was taken out, responsible, for consideration, during the Insured Person's Trip, for looking after or accompanying the Insured Person's minor children or a disabled person living with the Insured Person,
- another member of the Insured Person's family,

and provided that the Home of the deceased person is not the destination of the Trip.

- **Professional or academic events:**

2.5. The notification of the Insured Person of a re-sit examination in connection with his studies on a date during the period of the insured Trip, provided that the failure of the examination was not known at the time that the reservation was made. The cover also applies when the Insured Person repeats his academic year, provided that the repeat was not known at the time of the booking of the Trip **and that the new academic year starts during the dates of the Trip.**

2.6. Redundancy of the Insured Person or his or her spouse, common law partner or civil union partner, on condition that the notice of the personal interview preceding the redundancy was not received before the date the reservation was made for the insured Trip.

2.7. Obtaining salaried employment or remunerated training, taking effect before or during the dates of the insured Trip, while the Insured Person was registered as unemployed.
The cover also applies when the Insured Person already has a job under a fixed-term contract at the time of the booking of the insured service, **and** provided that this policy is:

- reclassified as open-ended or
- renewed the day after the date of the end of the policy for a minimum period of three (3) consecutive months.

2.8. Employer cancellation or modification that changes the date of the Insured person's paid vacation, which had been granted before the Insured person reserved the Trip. The cover is provided to salaried employees, **and excludes those for whom the approval of a superior is not required to set the date of, change and/or cancel their vacations (e.g.: a company's upper level managers, directors, legal representatives, etc.).**

The Indemnity is paid after subtracting the specific Excess shown in the Cover Table.

This Excess also applies to the persons booked on the Trip at the same time as the Insured Person who has cancelled or changed the Trip.

The cover does not apply if the Policyholder of this policy is the company that changed the vacation.

2.9. The non-disciplinary work-related transfer of the Insured Person, imposed by an employer, that requires the Insured Person to move during the Trip, or, within eight (8) days of the start of the Trip, **and** provided that the transfer was not known about when the Trip was booked.

• **Property Damage Events:**

2.10. Serious Property Damage as a result of:

- a burglary with Break-in;
- a fire;
- water damage;
- any climatic, meteorological or natural event, excluding Natural Disasters;

directly affecting the following real estate:

- the Insured Person's primary or secondary residence;
- their farming business;
- his business premises if the Insured Person is a craftsman, trader, business manager or if he is self-employed

and requiring the presence of the insured person on site, on a date during the period of his Trip, to carry out administrative procedures associated with the damage, or with the restoration of the damaged property.

2.11. Serious damage to the Insured Person's vehicle, requiring the assistance of a professional and occurring in the forty-eight (48) hours preceding his Departure, provided that it can no longer be used to take him to his final travel destination.

2.12. An Accident or breakdown of the transportation used by the Insured Person for his transportation, involving a delay of more than two (2) hours above the estimated time of arrival, having made him miss the transportation booked for his Departure, **and** provided that the Insured Person has taken steps to reach the airport at least two (2) hours before the check-in time.

• **Other events:**

2.13. Quarantine of the Insured or Travel Companion(s) provided it begins prior to the Departure and ends during the dates of the Trip.

2.14. A riot, a terrorist attack or act of terrorism occurring Abroad, in the city/cities of the Insured Person's destination or stay.

Cover is in effect in the event of a riot, terrorist attack or act of terrorism, when the following conditions are met:

- the event involves Property Damage and Bodily Injury in the city/cities of the destination or stay,
- the local authorities advise against travel to the city/cities of the destination or stay,
- the Departure date is planned for **less than thirty (30) days** after the date of occurrence of the Insured Event,
- no similar event has occurred in the city/cities of destination or stay, in the **thirty (30) days** before the reservation was made for the insured service.

2.15. The unforeseen, mandatory summons to appear in court as a witness or for jury service.

2.16. The notification of the Insured Person for an organ transplant during the Trip.

2.17. Aggravated Theft, within the five (5) days prior to Departure, of identity papers belonging to the Insured Person (passport, identity card) essential for access to the transport booked and/or for going through customs as planned during the Trip, provided that a formal complaint is filed by the day of Departure at the latest.

The Indemnity is paid after subtracting the specific Excess shown in the Cover Table. This Excess also applies to the persons booked on the Trip at the same time as the Insured Person who has cancelled or changed the Trip. Refusal of a tourist visa to the Insured Person by the authorities of the destination country and/or countries to be transited, provided that the actions taken by the Insured Person allowed sufficient time for them to take a position prior to the Departure, and provided that the Insured Person complies with the constraints imposed by the administrative authorities of this country.

2.18. Refusal of a tourist visa to the Insured Person by the authorities of the destination country and/or countries to be transited, provided that the actions taken by the Insured Person allowed sufficient time for them to take a position prior to the Departure, and provided that the Insured Person complies with the constraints imposed by the administrative authorities of this country.

2.19. The Cancellation or Change of insured companions remaining alone or two persons travelling together due to the covered Cancellation/Change of one of the Insured Persons, on condition that they are all insured under this policy and are listed on the same sales agreement for the Trip.

However, all of the insured persons who are part of the same household for tax purposes, or who can prove that they are directly related, are insured under the "Cancellation or Change" cover.

3. COVER AMOUNT

The Insurer reimburses, up to the amounts stated in the Cover Table, the total of cancellation or change charges billed by the Approved Organisation or Intermediary for their Trip.

Billed cancellation or change charges will be reimbursed up to the limits shown in the Cover Table, without, however, exceeding the limit per insured person and the Limit per Insured Event.

The Insurer's indemnity is limited to the costs that would have been charged to the Insured Person if he had informed the Approved Organisation or Intermediary on the day on which the Insured Event occurred.

The Insurer's indemnity may under no circumstances exceed the cost of the insured service declared when this policy was taken out. The costs of tips, administrative fees, visas, air travel taxes and other fees, excluding Service Charges, as well as the premium paid for taking out this policy, are not reimbursable.

Service Charges are reimbursable in full, provided that they are part of the insured amount, declared when this policy was taken out.

In the case of any Change on account of the occurrence of any of the Insured Events, the Insurer will reimburse the Insured Person their costs of such changes up to the limit shown on the Cover Table. **If the Insured Person changes then cancels the insured service, his cancellation charges shall be paid, after deduction of the change charges already reimbursed by the Insurer.**

When the Insured Person cancels or changes their Trip dates following an Insured Event, the Insurer pays the single supplement of the travel companion travelling alone and insured under the same policy, up to the limit of the cancellation charges which would have been billed if he had cancelled himself.

An Excess per insured person, the amount of which is stated in the Cover Table, is deducted from the compensation owed.

4. COVER EXCLUSIONS

In addition to the " General Exclusions " (except in article 12) featuring at the beginning of this policy and any exclusions featuring in the definitions, the consequences of the following circumstances and events are also excluded:

- 4.1. the consequences, after-effects, complications or aggravations of an Illness or Accidental Bodily Injury, which were diagnosed before the insured service was booked;
- 4.2. Illnesses or Accidental Bodily Injury which have already been diagnosed or treated, or have been subject to a relapse or worsening or a hospital stay between the date on which the insured service was booked and the date on which this policy was taken out;
- 4.3. Illnesses already diagnosed, or resulting in progression, an additional examination or a change in treatment within thirty (30) days before the insured service was booked;
- 4.4. Accidental Bodily Injury occurring or resulting in surgery, rehabilitation, additional examination or a change in treatment within thirty (30) days before the insured service was booked;
- 4.5. voluntary termination of pregnancy, in vitro fertilisation;
- 4.6. medical contraindications to the insured service not due to an Illness, including those related to pregnancy, or Accidental Bodily Injury, according to the terms of Article 2.1 of this cover;
- 4.7. lack of vaccination or preventive treatment required for the destination of the Trip not justified by a medical contraindication referred to in Article 2.2 of this cover;
- 4.8. Natural Disasters;
- 4.9. any Insured Event occurring between the date the insured service was booked and the date this policy was taken out.

5. WHAT THE INSURED PERSON MUST DO IN THE EVENT OF CANCELLATION OR CHANGE

The Insured Person must notify the Approved Organisation or Intermediary of the Trip of any Cancellation or Change as soon as an Insured Event preventing the scheduled Departure occurs.

The Insured Person must then report the insured loss to the Insurer **within five (5) working days** of the day of his knowledge thereof, except in the case of an act of God or force majeure:



To facilitate the claim and optimise processing of the case, we recommend reporting the event on the following website: <https://indemnisat.alianz-travel.fr>

A confidential access code means the Insured Person can track progress of the claim 24/7.

The Insured Person may also contact the Insurer by telephone, Mondays to Fridays, between 9.00 a.m. and 6.00 p.m. (Metropolitan France time zone):

From France (if the Insured Person's current location is in France)

- 01 42 99 03 95 for French speakers

- n° 01 42 99 03 97 for the non French speaking Insured

Outside France (if the Insured Person's current location is not in France)

- +33 1 42 99 03 95 for French speakers

- n° 00 33 1 42 99 03 97 for the non French speaking Insured

After this period, if the Insurer incurs a loss because of the Insured Person's late declaration, he will lose all right to any indemnity.

6. SUPPORTING DOCUMENTS TO BE PROVIDED



IMPORTANT

It is the responsibility of the Insured Person to prove that all the conditions required for the implementation of this "Cancellation or Change" cover are satisfied, based on the supporting documents referred to below.

These documents and all information provided by the Insured Person shall serve as proof of the reason for Cancellation or Change and enable assessment of the amount of their indemnity.

If the reason for the Cancellation or Change is medical, the Insured Person may, if he so wishes, send the medical details in an envelope marked "Confidential" for the attention of the Insurer's medical advisor.

In the absence of supporting documents or if the supporting documents do not furnish material proof of the Insured Event cited, the Insurer is entitled to refuse the Insured Person's claim.

INSURED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
IN ALL CASES	<ul style="list-style-type: none"> - confirmation of booking of the insured services; - the invoice for the charges for cancellation or change of the insured services; - if applicable, official documentation specifying the family relationship with the person originating the Cancellation or Change (copy of the official family record book, cohabitation certificate, etc.) - bank identification details; - after assessment of the file, any other supporting document requested by the Insurer.
In the event of Illness, including those related to pregnancy or an Epidemic/Pandemic or Accidental Bodily Injury	<ul style="list-style-type: none"> - if applicable, prescriptions for medical treatment; - if applicable, the examination report; - if applicable, a copy of the sick leave certificate; - if applicable, the hospitalisation form; - after assessment of the file, and at the request of the Insurer: the reimbursement statements from the health insurance organisation with which the Insured Person is affiliated.
In the event of a contraindication against vaccination, or following a preventive treatment	<ul style="list-style-type: none"> - the medical contraindication certificate for vaccination or taking the preventive treatment, - any medical document proving the condition that makes the vaccination or the preventive treatment inadvisable.

INSURED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
In the event of notification for the adoption of a child	<ul style="list-style-type: none"> - a copy of the official notification.
In case of death (including an Epidemic/Pandemic)	<ul style="list-style-type: none"> - a copy of the death certificate; - if applicable, the contact information for the notary in charge of the estate of the deceased Insured Person.
In the event of a re-sit examination	<ul style="list-style-type: none"> - a copy of the notification of the examination re-sit, - a copy of the examination re-sit or grade report establishing that it was taken.
In the event of redundancy	<ul style="list-style-type: none"> - a copy of the notification of the pre-redundancy interview; - a copy of the redundancy letter.
In the event of obtaining employment	<ul style="list-style-type: none"> - recent proof of seeking employment or of registering with an employment office, - a copy of the hiring letter or employment contract.
In the event of obtaining paid training	<ul style="list-style-type: none"> - recent proof of seeking employment or of registering with an employment office, - a copy of the agreement for the paid training.
In the event of a cancellation or change in paid vacation dates made by the employer:	<ul style="list-style-type: none"> - a copy of the previous vacation agreement, - a copy of the pay slip showing a summary of the paid vacations in the month of the cancelled/changed Trip.
In the event of a work transfer	<ul style="list-style-type: none"> - a copy of the signed amendment to the Insured Person's employment contract, stating the date and place of the transfer.
In the event of serious Material Damage to a vehicle	<ul style="list-style-type: none"> - the acknowledgment of receipt of the insurance claim with the insurer providing comprehensive home insurance; - in the event of burglary, a copy of the formal complaint filed with the police.
In the event of serious damage to a vehicle	<ul style="list-style-type: none"> - the acknowledgment of receipt of the damage claim with the automobile insurance provider, - or a copy of the vehicle repair and/or towing bill.
In the case of Accident or breakdown of the transportation during travel to departure point,	<p>Public transport:</p> <ul style="list-style-type: none"> - the public transport ticket mentioning the time of Departure, - a copy of the certificate issued by the transport company specifying the date, time and length of the delay or of the immobilisation. <p>Private transport:</p> <ul style="list-style-type: none"> - a copy of the breakdown repairs/towing bill, - where applicable, the acknowledgment of receipt of the claim with the automobile insurance provider.
In the event of a notification for an organ transplant	<ul style="list-style-type: none"> - a copy of the notification.
In the event of theft of identity papers	<ul style="list-style-type: none"> - a copy of the detailed complaint drawn up by the police.
In the event of a refusal of a tourist visa	<ul style="list-style-type: none"> - a copy of the invoice issued by the Embassy for the visa application - a copy of the letter issued by a competent authority in the name of the Insured Person refusing the visa.
In case of a riot, a terrorist attack or an act of terrorism occurring Abroad	<ul style="list-style-type: none"> - the document issued by the French Ministry of Foreign Affairs advising against travel to the destination town(s)/city(cities) of the Trip, - a declaration from the Authorised Organisation or Intermediary indicating that it is unable to offer the Insured Person a destination other than the one originally envisaged.
In the event of a court summons	<ul style="list-style-type: none"> - the copy of the court summons

INSURED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
Quarantine	- proof issued by the competent health authorities

MISSED FLIGHT - Options 1 and 2

1. PURPOSE OF THE COVER

When the Insured Person misses his outbound flight on the Departure of his Trip, following one of the Insured Events referred to in Article 2 below, **and** provided that his ticket cannot be changed, the Insurer reimburses to the Insured Person the cost of the new ticket purchased in order to reach his destination, subject to him leaving within 24 hours of the initial time of Departure.

2. INSURED EVENTS

The "missed flight" must be the result, after the insurance has been taken out, of one of the following Insured Events, which absolutely prevents the Insured Person from taking the transport initially scheduled:

An Illness, including those related to pregnancy or Accidental Bodily Injury,

entailing:

- either hospitalisation occurring within forty-eight (48) hours prior to the initial Departure,
- or a medical consultation and the following of medical treatment or medical examinations prescribed by a Physician, paid for by one of the health insurance bodies to which the Insured Person is affiliated,

occurring to:

- the Insured Person, his spouse, common law or registered partner, his direct ascendants or descendants, as well as those of his spouse, common law or registered partner,
- their brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, legal guardians, or wards;
- his work replacement, named when this policy was taken out or, failing this, the person named by the company in the context of its organisation of paid leave,
- the person named when this policy was taken out, responsible, for consideration, during the Insured Person's Trip, for looking after or accompanying the Insured Person's minor children or a disabled person living with the Insured Person,
- another member of the Insured Person's family provided that hospitalisation has occurred.

2.1. Another Chance Event.

The Chance Event must:

- constitute an immediate, real and genuine obstacle, preventing the initial Departure, **and**
- have a direct causal link with missing the travel.

3. COVER AMOUNT

The Insurer reimburses to the Insured Person, the transport costs incurred, Service Charges, up to the amounts indicated in the Cover Table.

Administrative fees and any other fees, excluding Service Charges, as well as the premium paid for taking out this policy, are not reimbursable.

The cover may not be held simultaneously with the "Cancellation or Change" cover referring to the Trip initially insured.

4. EXCLUSIONS

In addition to the "Exclusions common to all types of cover" featuring at the beginning of this policy and any exclusions featuring in the definitions, the consequences of the following circumstances and events are also excluded:

- 4.1. any change of timetable due to the carrier;**
- 4.2. the consequences, after-effects, complications or aggravations of an Illness or Accidental Bodily Injury, which were diagnosed before the insured service was booked;**
- 4.3. Illnesses or Accidental Bodily Injury which have already been diagnosed or treated, or have been subject to a relapse or worsening or a hospital stay between the date on which the insured service was booked and the date on which this policy was taken out;**

- 4.4. Illnesses already diagnosed, or resulting in progression, an additional examination or a change in treatment within thirty (30) days before the insured service was booked;
- 4.5. Accidental Bodily Injury occurring or resulting in surgery, rehabilitation, additional examination or a change in treatment within thirty (30) days before the insured service was booked;
- 4.6. medical contraindications applying to the initial Trip not due to an Illness, including those related to pregnancy, or Accidental Bodily Injury, according to the terms of Article 2.1 of this cover;
- 4.7. the failure to be vaccinated or to follow the preventive treatment required for the destination covered by the insured service;
- 4.8. any work-related event preventing the Insured Person from arriving at the place of Departure within the times imposed by the carrier;
- 4.9. climatic, meteorological or natural events;
- 4.10. Natural Disasters;
- 4.11. any Insured Event occurring between the date the insured service was booked and the date this policy was taken out;
- 4.12. any circumstance that only affect the enjoyment of the Insured Person's Trip;
- 4.13. the defaulting of any kind, including financial, of the Approved Organisation or Intermediary, or the scheduled carrier, making the execution of its contractual obligations impossible;
- 4.14. the Insured person not being permitted on board, as a result of behaviour deemed aggressive and/or dangerous by the staff responsible for the transportation of passengers, or after failing to comply with the time limit for registering baggage and/or appearing at the boarding area;

5. WHAT THE INSURED PERSON MUST DO IN THE EVENT OF MISSED TRANSPORT

The Insured Person must notify the Insurer of the occurrence of the Insured Event that made him miss his transport, at the latest **within five (5) working days of the day on which he became aware of this**, except in the case of an act of God or force majeure:



To facilitate the claim and optimise processing of the case, we recommend reporting the event on the following website: <https://indemnisation.allianz-travel.fr>

A confidential access code means the Insured Person can track progress of the claim 24/7.

The Insured Person may also contact the Insurer by telephone, Mondays to Fridays, between 9.00 a.m. and 6.00 p.m. (Metropolitan France time zone):

From France (if the Insured Person's current location is in France)

- 01 42 99 03 95 for French speakers
- n° 01 42 99 03 97 for the non French speaking Insured

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- n° 00 33 1 42 99 03 97 for the non French speaking Insured

After this period, if the Insurer incurs a loss because of the Insured Person's late declaration, he will lose all right to any indemnity.

6. SUPPORTING DOCUMENTS TO BE PROVIDED



IMPORTANT

It is for the Insured Person to prove that all the conditions required for implementation of this "Missed Flight" cover are satisfied, by means of the supporting documents referred to below.

These documents and all information provided by the Insured Person shall serve as proof of the reason for his "missed flight" and enable assessment of the amount of his indemnity.

If the reason for the missed transport is a medical event, the Insured Person may, if he so wishes, send the medical details in an envelope marked "Confidential" for the attention of the Insurer's medical advisor.

In the absence of supporting documents or if the supporting documents do not furnish material proof of the Insured Event cited, the Insurer is entitled to refuse the Insured Person's claim.

INSURED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
IN ALL CASES	<ul style="list-style-type: none"> - the original of ticket for the unused "outward" journey (paper ticket, e-ticket or airport convocation for air travel), - the original of the travel ticket purchased (original of boarding pass for air travel) accompanied by a copy of the purchase invoice, - if applicable, official documentation specifying the family relationship with the person originating the "missed transport" (copy of the official family record book, cohabitation certificate, etc.)

INSURED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
<p>Following an Illness, including those related to pregnancy or Accidental Bodily Injury</p>	<ul style="list-style-type: none"> - bank identification details; - after assessment of the file, any other supporting document requested by the Insurer. - if applicable, prescriptions for medical treatment; - if applicable, the examination report; - if applicable, a copy of the sick leave certificate; - if applicable, the hospitalisation form; - after assessment of the file, and at the request of the Insurer: the reimbursement statements from the health insurance organisation with which the Insured Person is affiliated.
<p>Following any other Chance Event</p>	<ul style="list-style-type: none"> - any proof aimed at representing the situation causing the prevention from traveling.

DAMAGE TO BAGGAGE - Options 2 and 3

DEFINITIONS SPECIFIC TO THIS COVER

ESSENTIAL ITEMS: items of clothing and toiletries providing the Insured Person with replacements due to the temporary unavailability of their Insured Property.

INSURED PROPERTY: luggage and contents, including Personal Effects and Valuables, belonging to the Insured Person, carried for the Trip and/or purchased during the Trip.

PERSONAL EFFECTS: objects, clothing, jewellery, accessories and their contents that the Insured Person was carrying on his person at the time of the Insured Event.

STAY: period of cover excluding transportation of the Insured Person and of his Insured Property.

TRANSPORTATION COMPANY: airline, shipping company, or rail company or other provider, responsible for carrying the Insured Property at the time of the Insured Person's Trip.

VALUABLES: any object, other than an item of clothing, with a unit purchase price above **two hundred and fifty euros (€250)**.

WEAR AND TEAR: depreciation of an item's value caused by time, use or its current condition on the day of the insured loss. Unless stated otherwise in the policy, the Wear and Tear applied when calculating the indemnity is 1% per month up to a limit of 80% of the initial purchase price.

Definitions of the terms common to all types of cover appear in the chapter "Definitions Common to all types of cover", at the beginning of the policy.

1. PURPOSE OF THE COVER

The Insurer covers, up to the limits shown in the Cover Table, damage to the Insured Property at the time of the Trip taken by the Insured Person.

2. INSURED DAMAGE

2.1. During transportation of the Insured Property by a Transportation Company

- **Damage to or loss of the Insured Property during its transportation**

When, at the time of the Trip, the Insured entrusts his Insured Property to a Transportation Company, the Insurer covers any damage or loss to it occurring while it is being transported in the baggage compartment, up to the limit shown on the Cover Table and after deduction of the Excess shown on that same table.



IMPORTANT

As soon as the Insured Person has knowledge of it, he must report the damage to or loss of his baggage to the Transportation Company in order to obtain a written Property Irregularity Report that should be sent to the Insurer accompanied by proof of the original purchase of the Insured Property in question. Any indemnity that may be paid by the Transportation Company will be deducted from the amount of damage.

2.2. Damage covered during the stay

Upon presentation of original proofs of purchase, and up to the limits shown on the Cover Table, the Insurer covers accidental damage or Aggravated Theft of Insured Property that was brought along or purchased during the Trip, **except in the following particular situations:**

- **Theft of Valuables**

The Insurer covers, up to the limits shown in the Cover Table, Theft of Valuables, **only** if the Insured Person has them on his person, is using them under his direct oversight, or has consigned them to an individual safe deposit box with a time stamp or deposited them in a hotel strong box.

- **Theft from a vehicle**

The Insurer covers the theft of Insured Property placed out of sight in the rear trunk of a vehicle, **only** under the following conditions:

- the Insured Person's vehicle is broken into between 7.00 a.m. and 10.00 p.m. (local time);
- the vehicle is completely locked, with the windows and sunroof entirely closed.

The Insured Person is required to furnish proof that the vehicle was subject to a Break-in, and also that the theft was committed during the covered time period.

3. DAMAGE INDEMNIFICATION

3.1. Cover amount

Cover is provided up to the cover limits shown in the Cover Table, after deduction of the Excess, the amount of which is also shown in the Cover Table.

The following event(s) is (are) indemnified under the conditions specified below:

- **Theft of Valuables**

The indemnity owed in the event of theft of Valuables may not exceed 50% of the amount of "Damage to Baggage" cover.



IMPORTANT

For the same Trip, the total of the limits envisaged for the above events may not exceed the total limit of the Damage to Baggage cover shown on the Cover Table.

3.2. Damage assessment

- The indemnity owed is calculated based on the original receipts produced by the Insured Person; or, otherwise, based on the replacement value of objects of the same type, minus the deduction for Wear and Tear, and up to the limits shown in the Cover Table.
- Jewels, watches, pearls, gemstones, and objects made of precious metal are indemnified **only** upon presentation of the original receipt; or, otherwise, upon presentation of an estimate that is certified by an approved expert. No Wear and Tear shall be applied.
- Items associated with images and sound, and their accessories will be indemnified upon presentation of their original receipts; based on their value on the day of the damage, estimated based on their official cost on the second hand market.
- The indemnity owed in the event of damage to Insured Property which can be repaired is calculated based on the repair bill.

In every case, the indemnity owed is estimated by mutual agreement and may never exceed the amount of the loss; it also does not include Resultant Consequential Loss such as transportation charges or telephone charges.

4. IF THE INSURED PERSON FINDS THE STOLEN OR LOST ITEMS

If the Insured Property of the Insured Person is found, **the Insured Person must notify the Insurer as soon as he has knowledge of this by registered letter :**

AWP France SAS
Service Indemnisation Assurances
DOP01
7 rue Dora Maar
CS 60001
93488 Saint-Ouen Cedex

In the event that the Insured Property is returned, the Insured Person undertakes to declare to the Insurer only items that are missing or damaged. If the Insured Person has already been indemnified by the Insurer, he will repay to the Insurer the indemnity that was paid, subject to a deduction for any objects that may be missing or damaged.

5. COVER EXCLUSIONS

In addition to the "Exclusions Common to all types of cover" featuring at the beginning of this policy (apart from Article 7), and any exclusions featuring in the definitions, the following are also excluded:

- **The following circumstances:**

5.1. theft, damage, or loss, resulting from a decision by an administrative body or a prohibition on the transportation of certain items;

- 5.2. delay, damage, or loss occurring while being transported by an airline that is blacklisted by the European Commission, regardless of its point of origin and destination
- 5.3. thefts committed by insured persons or family members of the Insured Person (ascendants, descendants, spouse, common law partner or registered partner) or committed with their complicity, or by employees of the Insured Person in the exercise of their functions;
- 5.4. theft committed without a Break-in or by using duplicate keys;
- 5.5. theft of Insured Property that is committed in a public place, when those articles were not under continuous surveillance by the Insured Person;
- 5.6. theft of Insured Property placed in a canvas tent;
- 5.7. lost items, except those lost by the transportation company referred to in Article 2.1 of this cover, and items forgotten or misplaced by the actions of the Insured Person or a Third Party;
- 5.8. destruction and loss of Valuables of any kind whatsoever, including during their transportation by a transportation company;
- 5.9. damage resulting from the insured item's own inherent flaws, or normal wear and tear;
- 5.10. damage to fragile articles, especially pottery, glass, porcelain, or marble objects;
- 5.11. damage from smoking Accidents; scratches, grooves, tears, or stains; or leakage of liquids, fats, colorants or corrosive substances in the insured baggage;
- 5.12. Consequential Intangible Losses;
- 5.13. damage following a natural event such as an earthquake, a volcanic eruption, a tidal wave (or tsunami), a flood, an avalanche, or another disaster;
 - The following items:
- 5.14. documents, identity documents, credit cards, magnetic cards, travel tickets, cash, shares and securities, and keys;
- 5.15. material intended by its nature or purpose for professional use by the Insured Person, sales representatives' collections, medical equipment and medication, perishable foods, wines and spirits, cigarettes, cigars and tobacco;
- 5.16. any Sports or Leisure Equipment, as well as cases, boxes, bags, satchels, and covers enclosing such equipment, musical instruments;
- 5.17. art or hand-crafted objects, antiques, religious objects, collectors' items;
- 5.18. glasses (lenses and frames), contact lenses, prostheses and aids of all kinds, unless they are destroyed or damaged on the occasion of Accidental Bodily Injury to the Insured Person;
- 5.19. animals;
- 5.20. all vehicles or motorised equipment, along with their accessories, recreational vehicles, and travel trailers;
- 5.21. recreational sail or motor craft, including jet-skis;
- 5.22. computer equipment, mobile telephones.

6. WHAT THE INSURED PERSON MUST DO IN THE EVENT OF AN INSURED EVENT

The Insured Person must:

- **In the event of theft:** file a formal complaint, **within forty-eight (48) hours**, with the police authorities closest to the scene of the crime.
- **In the event of accidental damage:** obtain a written report of the damage, produced by a competent authority closest to the site of the insured loss or failing this, by a witness.
- **In the event of loss or destruction by a Transportation Company:** he must imperatively and immediately have a Property Irregularity Report (P.I.R.) drawn up by that company's qualified employees.

In all cases, he must:

- take all measures to limit the consequences of the incident;
- **report the insured loss to the Insurer within five (5) working days of the day** of his knowledge of the event, except in the case of an act of God or force majeure; this time period is reduced to **forty-eight (48) hours in the event of theft**.



To facilitate the claim and optimise processing of the case, we recommend reporting the event on the following website: <https://indemnisat.allianz-travel.fr>

A confidential access code means the Insured Person can track progress of the claim 24/7.

The Insured Person may also contact the Insurer by telephone, Mondays to Fridays, between 9.00 a.m. and 6.00 p.m. (Metropolitan France time zone):

From France (if the Insured Person's current location is in France)

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- n° 01 42 99 03 97 for the non French speaking Insured

Outside France (if the Insured Person's current location is not in France)

- +33 1 42 99 03 95 for French speakers
- n° 00 33 1 42 99 03 97 for the non French speaking Insured

After this period, if the Insurer incurs a loss because of the late declaration, he will lose all right to any indemnity.

7. SUPPORTING DOCUMENTS TO BE PROVIDED



IMPORTANT

It is for the Insured Person to prove that all the conditions required for implementation of this "Damage to Baggage" cover are satisfied by means of the supporting documents referred to below.

These documents and all information provided by the Insured Person shall make it possible to prove damage to baggage and to assess the amount of the indemnity due.

In the case of absence of supporting documents or if the supporting documents do not provide material proof of the damage sustained, the Insurer is entitled to refuse the Insured Person's application for an indemnity.

INSURED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
IN ALL CASES	<ul style="list-style-type: none"> - the confirmation of the Trip booking, - bank identification details; - after assessment of the file, any other supporting document requested by the Insurer.
In the event of damage during transportation of Insured Property by a Transportation Company	<p>In all cases:</p> <ul style="list-style-type: none"> - the original of the Property Irregularity Report (P.I.R.) drawn up by the Transportation Company baggage service, - the original baggage claim for the baggage in question,
	<p>In the event of damage</p> <p>When the Insured Property can be repaired:</p> <ul style="list-style-type: none"> - the original invoice for repairs to the damaged Insured Property accompanied by a copy of the purchase receipt for the Insured Property. <p>When the Insured Property cannot be repaired:</p> <ul style="list-style-type: none"> - a certificate from a professional stating that the damaged Insured Property is irreparable, accompanied by the original receipt for the Insured Property.
	<p>In the case of loss</p> <ul style="list-style-type: none"> - the original receipts for the lost Insured Property.
In case of damage caused to Insured Property covered during the Stay	<p>In all cases:</p> <ul style="list-style-type: none"> - filing a detailed complaint with the police authorities nearest to the scene of the insured loss - the original receipts for the Insured Property. <p>In the case of theft of Valuables:</p> <ul style="list-style-type: none"> - photos and/or estimates certified by an approved expert, for jewellery, watches, pearls, precious stones, and objects made of precious metal. <p>In the case of theft from a vehicle:</p> <ul style="list-style-type: none"> - the acknowledgment of receipt from the automobile insurer of the declaration of loss, or a statement describing the vehicle on the day it was returned to the rental company.
In the case of theft of Insured Property	<p>In the case of theft of Valuables:</p> <ul style="list-style-type: none"> - photos and/or estimates certified by an approved expert, for jewellery, watches, pearls, precious stones, and objects made of precious metal. <p>In the case of theft from a vehicle:</p> <ul style="list-style-type: none"> - the acknowledgment of receipt from the automobile insurer of the declaration of loss, or a statement describing the vehicle on the day it was returned to the rental company.

INSURED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
	<p>In the case of total or partial destruction of baggage</p> <p>In all cases:</p> <ul style="list-style-type: none"> - the certificate drawn up by a competent authority closest to the scene of the insured loss, - the written testimony of a companion or a third party and/or a medical certificate, if the damage occurred as part of Accidental Bodily Injury to the Insured Person. <p>When the Insured Property can be repaired:</p> <ul style="list-style-type: none"> - the original invoice for repairs to the damaged Insured Property accompanied by a copy of the receipt for this Insured Property. <p>When the Insured Property cannot be repaired:</p> <ul style="list-style-type: none"> - a certificate from a professional stating that the damaged Insured Property is irreparable, accompanied by the original receipt for this Insured Property.

TRAVELLER ASSISTANCE - Options 2 and 3

DEFINITIONS SPECIFIC TO THIS COVER

ACCOMMODATION COSTS: additional hotel costs and cost of telephoning Allianz Travel, **excluding food and beverage costs.**

COSTS OF EMERGENCY DENTAL CARE: costs of emergency dental care, as defined by the Allianz Travel Medical Department.

EMERGENCY HOSPITALISATION: a stay of over 48 consecutive hours in a public or private hospital, for an emergency procedure, that is, unscheduled and which cannot be postponed.

FUNERAL COSTS: first conservation costs, handling, placing in coffin, specific arrangements for transportation, conservation made compulsory by legislation, packaging and simplest coffin required for transportation and complying with local legislation, **excluding burial (or cremation), embalming and ceremony costs.**

IMMOBILISATION: the requirement to stay completely at Home, hereinafter "Immobilisation at Home" or at the place of residence during the trip, following a visit by a Physician and the issue of a medical certificate

JOURNEY: route taken from the place of departure to the destination indicated on the ticket, irrespective of the type or number of separate types of transport involved.

MEDICAL COSTS: medically prescribed pharmaceutical, surgical, practitioners' and hospital costs required for the diagnosis and treatment of an illness.

RESCUE COSTS: cost of transportation following search operations (after the Insured Person is found) from the place where the Chance Event occurred to the closest medical facility.

SEARCH COSTS: costs of operations undertaken by civil or military search and rescue organisations or specialist public or private organisations, who set out specially for the purpose of searching for the Insured Person in a place that has no organised rescue services in the vicinity.

Definitions of the terms common to all types of cover appear in the chapter "Definitions Common to all types of cover", at the beginning of the policy.

ADVICE TO TRAVELLERS

- **Before the trip:**

- check that the policy covers the chosen destination and the length of the Trip planned;
- make inquiries on the mandatory identity documents for entering the country being visited (identity card, passport, visa) and on its health conditions
- take the necessary documentation (vaccination record, medical insurance);
- from your Medical Benefit Fund, obtain the documents you will need to take for covering medical expenses during the Trip: European Health Insurance Card or a specific form, depending on the country.
- if treatment is being followed, take sufficient medication, and in quantities more than required for the duration of the Trip, in case of a delayed return, specifically.

- **During the trip:**

- keep medication and prescriptions in your hand luggage so as to avoid interrupting treatment if the baggage you check in with the transportation company is delayed or lost;

- keep photocopies of both sides of your identity documents separate from your debit and other payment cards. These photocopies will be useful in the event of loss or theft.

IMPORTANT

- **Minors**

Certain types of stays or certain destinations are inappropriate for very young children. In view of the risks of their being affected by the length and conditions of the travel, the health situation, or even the climate, it is advisable to consult your family physician or paediatrician when planning the Trip.

Each minor travelling alone or accompanied must be provided with identity papers that are in order.

In all cases, in the event that a minor is to be repatriated, Allianz Travel cannot be held liable for any delay that may be required to legalise their administrative situation.

- **Pregnant women**

Because of the risks that can endanger the health of women in an advanced state of pregnancy, airlines have restrictions that vary according to the company, and that are subject to change without notice: medical examination no more than 48 hours before departure, presentation of a medical certificate, request for medical permission from the company, etc. If necessary, and if provided for in their policy, assistance companies arrange and pay for air transportation on the express condition that the physicians and/or airlines do not preclude this.

1. ASSISTANCE SERVICES**a. ASSISTANCE DURING THE TRIP**

When the Insured Person calls on the Assistance service of Allianz Travel, decisions regarding the nature and appropriateness of the measures to be taken, and the way in which they are organised, are the exclusive responsibility of Allianz Travel.

- **Assistance in the event of Illness, Accidental Bodily Injury or death of the Insured Person**

1.1. Repatriation Assistance

If the Insured Person's state of health requires them to be repatriated, Allianz Travel offers the following assistance:

- **Arranging and paying for the repatriation of the Insured Person to their Home or transportation to a hospital**


Allianz Travel arranges and pays for the return of the Insured Person to his Residence in France or transportation to the hospital that is closest to the home of the Insured Person and/or is the most suitable to provide the care required by his state of health.

In such a case, if the Insured Person so wishes, Allianz Travel can then organise the return trip to his Home in France, as soon as the Insured Person's state of health so allows.

In the event of the Insured's Illness due to an Epidemic/Pandemic, **Allianz Travel can** organize and pay for the transport of the Insured to the hospital best suited to provide the care required by his/her state of health. If the Insured wishes, Allianz Travel can then organize, as soon as his/her state of health permits, the return to his/her Home **in France**.

- **Arranging and paying for the return of an insured travel companion**

When the repatriation of the Insured Person takes place more than twenty-four (24) hours before his initial return date, Allianz Travel will, once its medical department agrees to this, arrange and pay for the return to the Home for one of the insured persons travelling with him, provided that the methods initially provided for his return trip cannot be used or changed.

IMPORTANT

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

The Allianz Travel Physicians will consult with local medical institutions and, if necessary, with the Insured Person's own usual Physician, in order to gather the information that will enable the most appropriate decisions to be taken in respect of his health.

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

Only the medical interests of the Insured Person and compliance with health laws in effect are taken into consideration when making decisions regarding transportation, the methods of transportation, and the place of any possible hospitalisation.

If the Insured Person refuses to comply with the decisions taken by the Allianz Travel medical department, he absolves Allianz Travel of any liability in relation to the consequences of such an initiative, particularly in cases involving returning by his own means or also in the event that his state of health worsens, and loses all rights to services and indemnification from Allianz Travel.

Moreover, under no circumstances can Allianz Travel replace local emergency services, or pay the cost of expenses thus incurred, except for the costs covered under "Search and/or rescue costs".

1.2. Assistance to the Insured Person's minor children or his disabled adult children

- **Arranging and paying for the return of the Insured Person's minor children or disabled adult children**

When the Insured Person's state of health is such that repatriation is required, Allianz Travel will, following agreement with its medical department, arrange and also pay the transportation costs for repatriating any of his minor children who were travelling with him if there is no other adult family member present with them at the location.

This benefit is also granted in the event of illness related to Pandemic/ Epidemic

- **Arranging and paying the return travel costs of a travel companion for returning the Insured Person's minor children or disabled adult children**

When the Insured Person is hospitalised locally as an emergency, and at least one of his minor or disabled adult children is accompanying him with no adult family member present with him at the location, Allianz Travel will pay the cost of a return Journey for a person of his choice who resides in France to come and collect him (them).

This benefit is also granted in the event of illness related to Pandemic/ Epidemic

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

1.3. A visit from a friend or relative in the event that the Insured Person is hospitalised locally

When the Insured Person is hospitalised locally for **more than seven (7) days or more than forty-eight (48) hours if he is a minor or disabled and when he was not accompanied by another adult member of his family during his stay:**

- Allianz Travel arranges and pays for the return Trip of a family member living in France so that he can get to the bedside of the Insured Person;
- Allianz Travel will, on presentation of receipts and up to limit shown in the Cover Table, reimburse the accommodation Costs incurred by such a person until the date on which the **Insured Person is repatriated or is discharged from hospital if he can continue his Trip.**

This service is not combined with the "Arranging and paying the return travel costs of an insured travel companion" cover provided for in Article 1.1 and the "Arranging and paying for the return travel costs of an insured travel companion for returning the Insured Person's minor children or disabled adult children" cover provided for in Article 1.2.

1.4. Charges for emergency hospitalisation Abroad

- **When the Insured Person is affiliated with a basic health insurance plan, or an insurance or services organisation:**

In the event of Accidental (**including when related to an Epidemic/Pandemic**), Bodily Injury and/or Illness requiring the Insured Person to be hospitalised, Allianz Travel will pay for unforeseen emergency hospitalisation costs, following consultation with its medical department and up to the limits shown in the Cover Table.

In this situation, the Insured Person must take all the necessary steps to have these costs reimbursed by their basic health insurance plan, insurance company, or any insurance or services organisation and **immediately reimburse Allianz Travel for all amounts that were received.**

Otherwise, Allianz Travel will be entitled to claim for costs and interest at the statutory rate.

In order to receive this service, the Insured Person must absolutely belong to a primary health insurance plan.

This service ceases on the date on which the Allianz Travel medical service considers the repatriation of the Insured Person to be possible.

- **When the Insured Person is not affiliated with a basic health insurance plan, or an insurance or services organisation:**

In the event of Accidental (**including when related to an Epidemic/Pandemic**) Bodily Injury and/or Illness requiring the Insured Person to be hospitalised Abroad, Allianz Travel will pay in advance for unforeseen emergency hospitalisation costs, for the care prescribed in agreement with the Allianz Travel medical department and up to the limits shown in the Cover Table.

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

This advance is subject to being documented in a promissory note.

This service ceases on the date on which the Allianz Travel medical service considers the repatriation of the Insured Person to be possible.

1.5. Emergency Medical Costs paid Abroad by the Insured Person

**IMPORTANT**

If the Insured Person pays Emergency Medical Costs Abroad, Allianz Travel reimburses these Costs up to the limit on the Cover Table.

To receive this reimbursement, the Insured Person must belong to a primary health insurance plan covering him for medical costs occurring Abroad for the entire duration of this policy.

The Insured Person must be able to provide to Allianz Travel the original reimbursement statements or letters of refusal from the health insurance organisation to which he belongs.

Up to the limits shown in the Cover Table and after deduction of the Excess shown in that same table:

- **Reimbursement of Emergency Medical Costs (except for Emergency Dental Care Costs)**

When the Insured Person incurs prescribed medical or hospitalisation costs Abroad, Allianz Travel will reimburse the costs for which he remains responsible (excluding Emergency Dental Care Costs) following payment by his basic health insurance plan, health insurance, or any insurance or benefits organisation.

- **Reimbursement of Emergency Dental Care Costs remaining the responsibility of the Insured Person**

Allianz Travel will reimburse the Insured Person for Emergency Dental Care Costs incurred Abroad, which remain payable by him following payment by his basic health insurance plan, health insurance company, or any insurance or benefits organisation.

1.6. Additional costs locally

In the event of Illness (including when related to an Epidemic/Pandemic), Bodily Injury or Hospitalisation of the Insured, Allianz Travel will respond as follows, up to the amounts shown in the Table of Benefits:

- **Immobilisation locally**

When the Insured Person is immobilised or hospitalised locally and when his condition does not require repatriation or when this is not immediate, Allianz Travel arranges and pays for, up to the amounts in the Cover Table, the additional accommodation Costs of the Insured Person and of insured members of his family or of an insured travel companion, provided that they remain with him.

This cover only applies provided that no accommodation has initially been provided for and may not be combined with the cover 1.3 "Visit from a friend or relative in the event that the Insured Person is hospitalised locally".

1.7. Search and/or rescue costs

On receipt of the original invoice settled by the Insured Person, Allianz Travel will reimburse him for the Search and/or Rescue costs for the operations carried out at the time the Insured Person disappeared or sustained Accidental Bodily Injury, up to the limit shown in the Cover Table.

1.8. Assistance in the event of the death of the Insured Person

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

- **transportation of the body** from the place of death to the funeral director's premises in the place of burial (or cremation) in France,
- **funeral expenses**, up to the limit stated in the Cover Table,

These two (2) benefits are also granted in the event of the Insured's death following an Epidemic/Pandemic.

- **additional expenses for the transportation of the insured members of the deceased person's family or an insured person travelling with the deceased person**, insofar as their originally planned means of returning in France can no longer be used on account of this death.

- **Legal assistance**

1.9. Legal assistance Abroad

- **Reimbursement of lawyers' fees**

When legal action is initiated against the Insured Person following an Accident occurring during his Trip, Allianz Travel reimburses him the cost of his lawyer's fees, on presentation of receipts and up to the limit stated in the Cover Table **and, provided that:**

- **the Lawsuit is not related to his professional activity,**
- **the Lawsuit does not relate to using or keeping a land motor vehicle,**
- **the actions with which he is charged are not, under the laws of the country where he is staying, subject to criminal penalties.**

- **Advance for bail**

If the Insured Person is imprisoned or threatened with imprisonment, **provided that these proceedings are not motivated by:**

- **the trafficking of narcotics and/or drugs;**
- **participation in political movements;**
- **any voluntary infraction of the legislation of the country where he is staying;**

Allianz Travel will advance him, up to the limit shown in the Cover Table, the legally required amount of bail.

In this event, the Insured Person has three (3) months from the date on which the amount was deposited to repay this advance to Allianz Travel .

After this period, Allianz Travel will also be entitled to claim expenses and interest at the statutory rate.

This advance is subject to being documented in a promissory note.

- **Assistance for other events disrupting the Insured Person's Trip**

- **1.10. Early return assistance**

Allianz Travel arranges and pays for this, provided that the initially provided means for the Insured Person's return to France cannot be used:

- either returning the Insured Person to their Home as well as, if necessary, one family member traveling with them who is insured under this policy, as a travel companion.
- for a round trip for one of the persons insured under this policy and shown on the sales agreement for the insured service.

The Insured Person can receive this service in the following situations:

- **In the event of an Illness or Accidental (including when related to an Epidemic/Pandemic Bodily Injury involving Emergency Hospitalisation, which starts during the Insured Person's stay** and which, in the opinion of the medical department of Allianz Travel , is life-threatening for him, his spouse, Common Law Partner, or registered partner, one of his direct ascendants or descendants, brothers or sisters, or a legal guardian or ward who is not taking the Trip;
- **to attend the funeral, following the death of:** his spouse, Common Law Partner, or registered partner; one of his direct ascendants or descendants; the ascendants or descendants of his spouse, Common Law Partner, or registered partner; his brothers; sisters; step brothers; step sisters; sons-in-law; daughters-in-law; step parents; legal guardian; or ward who is not on the Trip and who lives in France;
- **In the event of property damage**, as a result of a burglary with Break-in, a fire, water damage, or climate event, making their presence locally essential for protective measures and administrative procedures to be undertaken, and affecting:
 - their primary or secondary residence;
 - their farming business;
 - his business premises if the Insured Person is a trades person, trader, business manager or if he is in a regulated profession.

- **1.11. Making available medication prescribed before Departure**

When, after a loss, theft, or baggage delay; or following the extension of the trip in agreement with Allianz Travel , the Insured Person during his stay Abroad, needs medication:

- **prescribed before his Departure;**
- **indispensable to a current treatment,**
- **and unavailable at the location of the stay,**

Allianz Travel can assist as follows:

- either Allianz Travel seeks and makes available to the Insured Person equivalent medication, subject to the agreement of the prescribing Physician when necessary.
- or Allianz Travel sets in place a system allowing him to follow the treatment he needs.

Allianz Travel may not be held liable for delays attributable to the transportation companies that were contacted for shipping the medication, or for any possible unavailability of the medication.

The costs of buying medication and/or following treatment are payable by the Insured Person.

In this case, the Insured Person undertakes to repay this advance to Allianz Travel within three (3) months of the date of his return from the Trip. After this time period, Allianz Travel will be entitled to claim expenses, and in addition, interest at the statutory rate.

- **1.12. "Unforeseen" assistance**

- **Communicating with your family**

If the Insured Person is unable to contact his family, provided he can manage to contact Allianz Travel, Allianz Travel will pass on the urgent messages.

2. COVER EXCLUSIONS

In addition to the "General Exclusions" (except in article 12) featuring at the beginning of this policy, and any exclusions featuring in the definitions, the following are also excluded:

- For all types of assistance cover:
 - 2.1. expenses incurred without the prior approval of the Allianz Travel assistance department;
 - 2.2. the consequences of any incident related to air travel booked by the Insured Person, operated by an airline that is blacklisted by the European Commission, regardless of the point of origin and destination.
 - 2.3. the consequences of pre-existing injuries, or illnesses, diagnosed and/or treated, as well as elective surgery, that required a continuous or one-day hospitalisation, or outpatient treatment, in the six (6) months prior to the assistance request;
 - 2.4. the consequences of a non-stabilised ailment being treated and from which the Insured Person is still convalescing, as well as any ailments occurring during a trip taken for the purpose of diagnosis and/or treatment;
 - 2.5. the potential consequences (check-up, additional treatment, recurrence) of an illness which gave rise to repatriation in the six (6) months prior to the assistance request;
 - 2.6. arranging and paying for transportation referred to in Article 1.1 "Repatriation Assistance" for minor ailments or injuries that can be treated at the location and do not prevent the Insured Person from continuing the insured service;
 - 2.7. voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences, as well as pregnancies leading to hospitalisation in the six (6) months prior to the assistance request;
 - 2.8. the participation of the Insured Person in any sport as a professional or under a paid contract, including preparatory training;
 - 2.9. the failure of the Insured Person to comply with official prohibitions and safety rules related to the practice of a sports activity;
 - 2.10. the consequences of an Accident occurring during the practice by the Insured Person of one of the following sports or leisure activities, whether practiced individually or in the context of an activity organised by a sports federation: any air sport (including hang-gliding, paragliding, kite-surfing and gliding) and also skeleton, bob-sleigh, ski jumping, any sports involving off-piste sliding or gliding, mountaineering at an altitude of more than 3,000 m, rock climbing, speleology, sport parachuting;
 - 2.11. the consequences of an Accident that occurs when the Insured Person is practising bungee jumping and under water diving with independent equipment when the activity is not organised by an approved professional;
 - 2.12. expenses not expressly mentioned as giving rise to reimbursement, in addition to any expense for which the Insured Person is unable to provide a receipt.
 - 2.13. non-compliance by the Insured Person with official travel bans issued by the authorities of his/her country of residence or the country of destination.
- Under the "Emergency Hospitalisation Costs Abroad" and "Reimbursement of emergency medical costs paid Abroad by the Insured Person" cover, the following are also excluded:
 - 2.14. the costs of thermal spa treatment, heliotherapy, weight-loss treatments, any elective cosmetic cure or treatment, physiotherapist fees, as well as the costs of care or treatments not resulting from a medical emergency;
 - 2.15. fees for implanting internal, ocular, dental, hearing, functional, or other prostheses as well as the cost of the equipment;
 - 2.16. vaccination costs;
 - 2.17. the costs resulting from care or treatment, the therapeutic nature of which is not recognised by French law;
 - 2.18. costs invoiced by local rescue agencies except for the costs covered by the "Search and/or rescue costs" cover;
 - 2.19. medical costs incurred Abroad, when the Insured Person, on sick leave, has not obtained prior authorisation from their health insurance agency to travel Abroad.

3. WHAT THE INSURED PERSON MUST DO TO RECEIVE ASSISTANCE SERVICES

3.1. To request assistance

The Insured Person or a third party should contact Allianz Travel :



by telephone 24 hours a day, 7 days a week:
From France: on n° 01 42 99 02 02 or

From outside France: on n° **00 33 1 42 99 02 02**

He will immediately be given a file number and should inform the assistance representative of:

- his contract/policy number,
- their address, the telephone number where he can be reached, as well as the contact details of the persons who are assisting them;

and allow the Allianz Travel Physicians to access all relevant medical information on the person who needs help from Allianz Travel .

3.2. To request reimbursement

In order to receive a reimbursement of expenses paid by the Insured Person with the agreement of Allianz Travel , the Insured Person must submit to Allianz Travel all the supporting documents that will enable the company to determine the validity of the claim.



- or, by mail to the address given in the Article 9 "Address for sending supporting documents to be provided in the event of a claim" of the administrative provisions
- or by telephone, Mondays to Fridays, from 9.00 a.m. to 5.30 p.m. (Metropolitan France time zone):
From France on **01 42 99 08 83** or
From outside France on **+33 1 42 99 08 83**

Services that were not requested in advance and were not arranged by Allianz Travel services are not reimbursable and will not be indemnified.

4. THE SCOPE OF ALLIANZ TRAVEL SERVICES

Allianz Travel acts in compliance with national and international laws and regulations.
The company's services are subject to obtaining the necessary approval from the competent authorities.

Moreover, Allianz Travel cannot be held liable for delays or hindrance to the performance of the agreed assistance services as a result of a case of force majeure or events such as strikes, riots, popular movements, restrictions on free circulation of persons or property, sabotage, terrorism, Civil or Foreign Wars, evidence political instability, reprisals, embargoes, economic sanctions (summary of restrictive measures by country available on the website of the Foreign Affairs and Finances: <https://www.tresor.economie.gouv.fr/Ressources/sanctions-financieres-internationales>), consequences of the effects of a radioactive core or any other fortuitous case.

Information for each country is also available in the "Advice to Travelers" section of the website of the French Ministry for Foreign Affairs and International Development <http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/conseils-par-pays/>



IMPORTANT

Allianz Travel will arrange and pay for covered transportation for the Insured Person up to the limit of the cost of first class train fare and/or economy class flights, or suitable medical transportation.

In every case, Allianz Travel takes ownership of any tickets that were not used by the Insured Person. The latter undertakes to return them to Allianz Travel or to repay to Allianz Travel the amount he obtained from the Approved Organisation or Intermediary of the Trip.

5. SUPPORTING DOCUMENTS TO BE PROVIDED

Based on the assistance services implemented, Allianz Travel will inform the Insured Person of the documentation to be furnished to support the request:

INSURED SERVICES	SUPPORTING DOCUMENTS TO BE PROVIDED
Traveller Assistance	<ul style="list-style-type: none"> - the original used or unused tickets (boarding passes for flights); - if applicable, a death certificate; - if applicable, the copy of an official administrative document proving parental relationship to the Insured Person; - any other proof requested by Allianz Travel .
Reimbursement of Medical Costs;	<ul style="list-style-type: none"> - bank identification details; - a copy of the booking form for the Trip; - copies of medical bill(s) paid by the Insured Person; - a copy of the Social Security reimbursement statement;

INSURED SERVICES	SUPPORTING DOCUMENTS TO BE PROVIDED
Reimbursement for Search/Rescue Costs	<ul style="list-style-type: none"> - the original reimbursement statement from the insurance company; - after assessment of the file, any other documentation requested by Allianz Travel . - bank identification details; - a copy of the booking form for the Trip; - the original paid invoice for the Search costs/Rescue costs, - any other proof requested by Allianz Travel .

PRIVATE THIRD PARTY LIABILITY ABROAD POLICY - Options 2 and 3

DEFINITIONS SPECIFIC TO THIS COVER

BODILY INJURY: any unintentional injury to an individual's physical or psychological integrity, as well as any resulting financial loss.

CIVIL LIABILITY: obligation to compensate for the consequences of a damage caused to a Third Party by the Insured, or by persons for whom he is accountable, or by things under his charge.

CLAIM: all prejudicial consequences resulting from the same Operative Event likely to entail implementation of one or more types of cover in this policy. Consequently, all damage arising from the same initial cause constitutes one and the same insured loss.

OPERATIVE EVENT: initial cause leading to one or more types of damage to one or more persons.

THIRD PARTY: any individual or legal entity **except for:**

- **the Insured Person himself,**
- **family members, i.e. collateral ascendants or descendants of the Insured Person, to the second degree,**
- **any person accompanying the Insured Person on his Trip.**

Definitions of the terms common to all types of cover appear in the chapter "Definitions Common to all types of cover", at the beginning of the policy.

1. PURPOSE OF THE COVER

The Insurer covers the financial consequences of any civil liability that the Insured Person may incur while on the Trip, pursuant to the laws or jurisprudence of the country where he is located, by reason of the Damage:

- bodily injury,
- property damage,
- intangible loss directly resulting from covered Bodily Injury or Property Damage,

resulting from an Accident occurring during his private life and caused to a Third Party by:

- the Insured Person,
- persons for whom he is accountable,
- or things or animals under his charge.

2. SUBSIDIARITY OF COVER

This cover is valid for the Insured Person for his Travel outside the country where he lives **and**

- only in the countries where he does not have the benefit of insurance cover for his civil liability elsewhere **or** if his civil liability insurance does not cover or partially covers the damage of the Insured Loss declared.

3. COVER AMOUNTS

The types of cover are provided up to the limits in the cover table, it being understood that:

- the Limit per Insured Event stated in the Cover Table (marked *) constitutes the maximum amount insured for the same Operative Event, all damage combined: bodily injury, property damage and directly consequential intangible damage.
- an Excess per Insured Event, the amount of which is set in the Cover Table, is always payable by the Insured Person.

4. COVER EXCLUSIONS

In addition to the "Exclusions Common to all types of cover" set out at the beginning of this policy and any exclusions featuring in the definitions, the following consequences are also excluded:

- 4.1. damage caused by the Insured Person to the members of his family, that is, his collateral ascendants and descendants to the second degree, as well as any travel companion of the Insured Person at the time of his Trip;
- 4.2. damage caused to animals or objects belonging to the Insured Person or that are rented, loaned, or entrusted to him;
- 4.3. damage caused by:
 - any land motor vehicle meeting the definition in Article L 211-1 of the French Insurance Code;
 - any land vehicle designed to be towed by a land motor vehicle;
 - any air, sea or river craft;
- 4.4. damage resulting from the practice by the Insured Person of hunting, mechanical sports practised with any land motor vehicle, and also one of the following sports or leisure activities, whether practised individually or in the context of an activity organised by a sports federation: any airborne sport (including hang-gliding, paragliding, kite-surfing, gliding), skeleton, bob-sleigh, ski jumping, rock climbing over 3,000 m with roped passing, rock climbing, under water diving with an autonomous machine, speleology, bungee jumping, parachuting;
- 4.5. damage resulting from organising, preparing or participating in a competition organised by a sports federation, subject to administrative authorisation or to a legal insurance obligation;
- 4.6. damage caused to the Insured Person during professional activity or participation in an activity organised by an association subject to the Law of 1901, an institution authorised to organise the activity;
- 4.7. the contractual liability of the Insured Person;
- 4.8. the liability incurred by the Insured Person because of a fire, an explosion, an implosion, or water damage.

The following are also excluded:

- 4.9. fines and any monetary sentences pronounced as a sanction and not considered direct compensation for a Physical Injury or Consequential Tangible and/or Intangible Loss.

5. PROCEDURES FOR APPLICATION OVER TIME

The procedures for coverage over time are covered by Act 2003- 706 of 1 August 2003.

The cover, triggered by the Operative Event, covers the Insured Person against the financial consequences of his liability, when this event occurs between the time the cover initially takes effect, and its cancellation or expiration date, regardless of the date of the other elements constituting the Insured Loss.

6. WHAT THE INSURED PERSON MUST DO IN THE EVENT OF AN INSURED EVENT



IMPORTANT

The Insured Person must accept no admission of liability, or any settlement, without the agreement of the Insurer. The admission of a material fact or the execution of simple duty of assistance does not constitute an admission of liability.

The Insured Person must report the Insured Loss to the Insurer in writing, **within five (5) working days of the day of his knowledge of the event**, except in the case of an act of God or force majeure, to the following address:



- or, by e-mail to the following address: responsabilite-civile@votreassistance.fr
- or, by mail to the address given in the Article 9 "Address for sending supporting documents to be provided in the event of a claim" of the administrative provisions
- or by telephone, Mondays to Fridays, from 9.00 a.m. to 5.30 p.m. (Metropolitan France time zone):
 - From France on **01 42 99 02 66** or
 - From outside France on **+33 1 42 99 02 66**
- or by fax to **01 42 99 81 98**

After this period, if the Insurer incurs a loss because of the late declaration, he will lose all right to any indemnity.

If proceedings are instituted against the Insured Person, he gives the Insurer all authority to manage the process and pursue all means of recourse before the civil courts, or to join forces for his defence and pursue all means of recourse on civil interests before criminal courts.

The Insured Person must pass on to the Insurer, as soon as they are received, all summonses, subpoenas, documents outside of legal proceedings, and procedural documents sent to or served on him.

In the event of delay in passing on these documents, the Insurer can claim compensation from the Insured Person proportional to the loss undergone by the Insurer (Article L 113-11 of the French Insurance Code).

If the Insurer is in breach of its obligations after the Loss, the Insurer will compensate the injured Third Parties or their Beneficiaries, but may take legal action against the Insured Person to recover the sums paid.

7. PROVISIONS IN THE EVENT OF AN ANNUITY PAYMENT BEING AWARDED TO A VICTIM BY A COURT RULING

If an acquisition of securities is ordered to guarantee the payment of an annuity, the Insurer sets up this guarantee for the amount it will cover.

If no guarantee is ordered, the capital value of the annuity payment is calculated according to the applicable rules for calculating the mathematical reserve of this annuity payment. If this value is under the amount of the Insurer's cover, the annuity payment is wholly payable by the Insurer. If it is greater, only the share, in capital, of the annuity payment corresponding to the amount of its cover is payable by the Insurer.

8. SUPPORTING DOCUMENTS TO BE PROVIDED

The Insurer will inform the Insured Person of the information required for a file to be set up. The Insured Person must provide the Insurer with all documents and information enabling the claim to be proved and the amount of loss to be assessed, particularly:

DAMAGE CAUSED TO THE VICTIM	SUPPORTING DOCUMENTS TO BE PROVIDED
IN ALL CASES	<ul style="list-style-type: none"> - Travel booking form, - the refusal letter from the Insured Person's primary Civil Liability Insurer (comprehensive home insurer).
TANGIBLE DAMAGE and/or CONSEQUENTIAL INTANGIBLE DAMAGE	<ul style="list-style-type: none"> - the original bill for repair of the damaged item and the proof of payment, accompanied by the original purchase invoice, in the name of the purchaser, for the damaged item. or - a certificate from a professional attesting that the damaged item is irreparable, accompanied by the original purchase invoice, in the name of the purchaser, for the damaged item. - any other item related to the claim filed by the victim, - any other proof requested by the Insurer.
PHYSICAL DAMAGE and/or CONSEQUENTIAL INTANGIBLE DAMAGE	<ul style="list-style-type: none"> - the victim's complete contact information, - any possible medical documentation submitted by the victim, - any other item related to the claim filed by the victim, - any other proof requested by the Insurer.

ADMINISTRATIVE PROVISIONS

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

This policy is governed by the Insurance Code, **with the exception of the assistance cover**, the General Terms and Conditions, and the Special Terms and Conditions.

This policy is drawn up in French and subject to French law.

Since this involves transactions carried out on a website hosted in France, the virtual space made up of the web pages of the site **www.klm.fr** is deemed to be located in the French territory and policies taken out on it are therefore located in France, without prejudice to the protection given to the consumer by the law of the country in which the consumer normally lives.

2. PROCEDURES FOR TAKING OUT COVER, ENTRY INTO EFFECT AND CESSATION OF COVER

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

The policy must be taken out:

- **for the "Cancellation or Change" and "Missed Flight" covers:** on the same day as the booking of the Trip or no later than two (2) working days after the said booking.
- **for all the other types of cover:** no later than the day before your departure.

This policy enters into force at the time it is taken out.

b. Entry into effect and cessation of cover

The types of cover take effect:

- **for the "Cancellation or Change" and "Missed Flight" covers:** the day after payment of the premium at 00:00.
They end at the start of the insured service.
- **for the "Traveller Assistance" cover:** from the time the Insured Person leaves the Point of Departure for the Trip (a maximum of forty-eight (48) hours before the date of Departure indicated on the sales agreement for the insured service and, at the earliest, at 12 noon on the day after the premium has been paid).
It ends forty-eight (48) hours at the most after the end of the Trip, the date of which is on the Specific Terms and Conditions;
- **for all the other types of cover:** at 00:00 hours on the date of Departure indicated in the sales agreement for the insured service, and at 12 noon on the day after the premium has been paid at the earliest.
They end at midnight on the return date indicated on the sales agreement for the insured service.

**IMPORTANT**

When the Insured Person cancels his Trip, he may not benefit from the other types of cover provided for in this policy.

3. WAIVER OPTION

The Insured Person may exercise a waiver option after taking out an insurance policy.

a. Waiver option

- **Multi-insurance**

Under the provisions of Article L112-10 of the French Insurance Code, the Insured Person who takes out, for non-professional purposes, an insurance policy constituting a **supplement to property or services sold by an intermediary**, if they provide proof of prior cover for one of the risks covered by this policy, may waive the said policy, at no cost or penalty, whilst it has not been executed in full or whilst the Insured Person has not claimed any cover. This waiver must occur within fourteen (14) calendar days as from conclusion of this policy.

- **Remote sales**

Under Article L112-2-1 of the French Insurance Code, a right of waiver applies to insurance policies taken out remotely, in particular sold online, without the simultaneous physical presence of the parties to the contract, canvassing or outside the seller's usual place of business.

This right of waiver does not apply to travel or baggage insurance policies or to similar short-term insurance policies of a duration of less than one (1) month. The duration of the insurance policy corresponds to the period between the date on which it was taken out and the date of cessation of all cover.

b. Procedures for exercising the right to waiver

When the insurance policy is eligible to the waiver option under the conditions defined above, the Insured Person may exercise this option by returning a waiver request, duly completed, dated and signed, no later than fourteen (14) calendar days from the conclusion of this Policy, to ALLIANZ TRAVEL :

- or **by e-mail** to the following e-mail address: resilier@votreassistance.fr
- or **by registered letter with acknowledgement of receipt** to the following address:

AWP FRANCE SAS
POLICY COMPILATION & MANAGEMENT DEPARTMENT
Eurosquare 2
7 rue Dora Maar
93400 Saint-Ouen Cedex

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

"I, the undersigned, surname, first name, date and place of birth, would like to waive the cover under insurance policy no. ... which I took out with AWP P&C on ... (date).

Issued in ... (place). (date) and signature: ... ".

In the context of waiver on the grounds of multi-insurance, the Insured Person must enclose with their request proof of the existence of a current insurance policy covering risks similar to this policy.

If the Insured Person exercises this option, the policy shall be terminated on its effective date. The Insured Person shall be refunded the corresponding premium within thirty (30) days of the date of receipt of their waiver request.

The right of waiver may not be exercised if the Insured Person has implemented the cover in this insurance policy in the context of a claim filed within fourteen (14) calendar days; consequently, no premium refund shall be paid.

4. CUMULATIVE INSURANCE

If the Insured Person is covered by the same types of cover with other insurers, he must inform the Insurer of this fact, and provide their contact information along with the extent of their types of cover, pursuant to Article L121-4 of the French Insurance Code.

The Insured Person can be compensated for their damage by contacting the insurer of their choice.

These provisions do not apply to assistance services.

5. SUBROGATION IN THE RIGHTS AND ACTIONS OF THE INSURED PERSON

In consideration for the payment of the indemnity and, up to its limit amount, the Insurer becomes a beneficiary of the rights and actions that the Insured Person had against anyone liable for the insured loss, pursuant to Article L 121-12 of the French Insurance Code.

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

6. PENALTIES APPLICABLE IN THE EVENT OF MISREPRESENTATION WHEN TAKING OUT THE POLICY

- Any non-disclosure or intentional misrepresentation by the Insured Person in the statement of risk is punished by the policy being rendered null and void under the conditions set out in Article L113-8 of the French Insurance code.
- Any non-disclosure or false statement by the Insured Person, if bad faith has not been established, is punished under the provisions of Article L113-9 of the Insurance Code:
 - if it is reported before any claim: the Insurer is entitled either to continue this policy with an increase in the premium, or to terminate the policy within ten (10) days by registered letter, by refunding the overpayment of the premium.
 - if it is reported only after the claim: The Insurer may reduce the indemnity in proportion to the premium paid in relation to the premium that would have been due if the risk had been fully and accurately declared.

7. PENALTIES APPLICABLE IN THE EVENT OF INTENTIONAL MISREPRESENTATION BY THE INSURED PERSON ON THE DAY OF THE INSURED LOSS

Any fraud, non-disclosure or intentional misrepresentation by the Insured Person about the circumstances or consequences of an insured loss will result in the loss of all entitlement to benefits or compensation for this claim.

8. PERIOD OF LIMITATION

The provisions relating to the period limitation concerning legal actions arising from this insurance policy are set out in Articles L114-1 to L114-3 of the French Insurance Code, reproduced below:

- Article L114-1 of the French Insurance Code

"Any legal action arising from the insurance policy is covered by a period of limitation of two years from the event which gives rise to it.

However, this period runs:

1 In the case of non-disclosure, omission or misrepresentation regarding the risk, only from the day on which the insurer was aware of this;

2 In the case of a claim, only on the day on which the parties concerned were aware of this, if they prove that they were unaware up until then.

When the legal action by the Insured Person against the Insurer originates from redress by a third party, the period of limitation runs only from the day on which that third party filed legal proceedings against the Insured Person or was compensated by the latter.

The period of limitation is increased to ten years in life insurance policies when the beneficiary is a person other than the policyholder and, in personal accident insurance policies, when the beneficiaries are the legal successors of the deceased insured person.

For life insurance policies, notwithstanding the provisions in section 2, legal action by the beneficiary is covered by a period of limitation of thirty years at the most as from the death of the insured person."

- Article L114-2 of the French Insurance Code

"The period of limitation is interrupted by one of the ordinary causes of curtailment of the period of limitation and by the appointment of an expert as the result of an insured loss. The interruption of the period of limitation of the legal action may, furthermore, result from the dispatch of a registered letter requiring acknowledgement of receipt sent by the insurer to the insured person relating to legal action for payment of the premium and by the insured person to the insurer in respect of payment of the indemnity".

- Article L114-3 of the French Insurance Code

"By way of derogation from Article 2254 of the French Civil Code, the parties to the insurance policy may not, even by mutual agreement, either amend the duration of the period of limitation or add to the causes for suspension or interruption thereof."

Additional information:

The ordinary causes of interruption of the period of limitation are set out in Articles 2240 et seq of the French Civil Code, and include in particular: recognition by the debtor of the right of the person against whom they are seeking interruption of the period of limitation, legal proceedings, even summary proceedings, the deed permitting compulsory enforcement.

For a full list of the ordinary causes of interruption of the period of limitation, please refer to the aforementioned articles of the French Civil Code.

With regard to the "Private Third Party Liability Abroad" cover, the time period runs only from the date when a Third Party advised the Insured Person of their intention to obtain compensation from the Insured Person, provided that this action is not subject to a time limitation, pursuant to Article 2226 of the Civil Code.

9. ADDRESS FOR SENDING SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF AN INSURED LOSS

For each of the following covers, the receipts should be sent to the addresses below:

"Cancellation or Change", "Missed Flight", "Damage to Baggage" covers	"Third Party Liability Abroad" cover	"Traveller Assistance" cover:
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AWP France SAS Insurance Indemnification Department DOP01 7 rue Dora Maar CS 60001 93488 Saint-Ouen Cedex	AWP France SAS DT - Legal Department - DT03 7 rue Dora Maar CS 60001 93488 Saint-Ouen Cedex	AWP France SAS Customer Relations Department - RELAC01 7 rue Dora Maar CS 60001 93488 Saint-Ouen Cedex
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10. DAMAGE ASSESSMENT

The causes and consequences of the insured loss are assessed by mutual agreement, and failing this, by an amicable third-party expert evaluation, subject to the respective rights of the Insurer and the Insured Person. The fees for this expert valuation are shared between the parties.

If the parties are unable to agree on the selection of the third party expert, the appointment will be made by the Presiding Judge of the Tribunal de Grande Instance [superior court] of the Policy Holder's place of Residence.

This appointment will be made in a written request signed by the Insurer or by only one of the parties, with the other having been summoned by registered letter.

11. SETTLEMENT OF CLAIMS

• Calculation of the compensation amount

Where the invoices supplied are not in euro, the amount of the allowance shall take into account the exchange rate applicable on the day on which the allowance is calculated.

• Lead Time

As soon as the Insured's case is complete, compensation will be paid within ten (10) days following the agreement between the Insurer and the Insured or an enforceable court ruling.

12. COMPLAINTS HANDLING PROCEDURES

If an Insured is not satisfied with the handling of their claim, they must first of all inform their usual contact to allow them to understand the nature of the problem and seek solutions to it.

In the event of a dispute, the Insured may send a complaint to the following email address: reclamation@votreassistance.fr

or by post to the following address: **AWP FRANCE SAS, Service Traitement des Réclamations, TSA 70002 - TSA 70002 TSA 70002.**

The Insured will receive an acknowledgement of receipt within ten (10) working days (excluding Sundays and public holidays) from receipt of the complaint, unless the response to the complaint has already been sent to the insured within that time period.

Claims referring to policies taken out by private customers via the Internet, may be submitted to the European Online Dispute Resolution platform, accessible at the following address: <https://webgate.ec.europa.eu/odr>

A response will be sent to the Insured within two (2) months after the date of receipt of the complaint, unless there are specific circumstances, which the Insurer will inform the Insured of.

If the Insured is still dissatisfied, after receiving the response from the Insurer, who has completed a final review of the complaint and exhausted internal methods of appeal, the Insured may then contact the independent mediator whose address is:

La Médiation de l'Assurance (LMA)
<http://www.mediation-assurance.org>

La Médiation de l'Assurance (LMA)
TSA 50110
75441 PARIS Cedex 09

Insurance companies that are members of the FFA have implemented a facility to provide Insured persons and third parties with a mediation procedure for the settlement of disputes. This facility is governed by the FFA Insurance Mediation Charter.

13. LEGAL JURISDICTION

AWP P&C elects domicile at its secondary establishment: **7 rue Dora Maar, 93400 Saint-Ouen.**

Any disputes arising against AWP P&C concerning this policy will be exclusively submitted to the competent French courts, and all notices should be made to one of the addresses stated above, depending on the date on which the legal information of AWP P&C is changed.

14. PROTECTION OF PERSONAL DATA

Processing of personal data is governed by the French "Data Protection" Law of 6 January 1978 and Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

AWP P&C is the data controllers in respect of the data collected with a view to taking out, managing and performing policies.

These data are kept for the period necessary for the performance of the policy and in accordance with the provisions relating to the period of limitation. They are reserved for the administrators of the assistance services and/or insurance cover and may be communicated to data processors located inside or outside the European Union.

Under the applicable data protection laws and regulations, [the Insured Person/the Beneficiary] may exercise their right to access the data concerning them and to have them corrected by contacting: informations-personnelles@votreassistance.fr.

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

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

15. REGULATORY AUTHORITY

The body responsible for the regulation of AWP P&C is the **Autorité de Contrôle Prudentiel et de Résolution** (French banking and insurance industry regulatory authority, 4 Place de Budapest, CS92459, 75436 Paris Cedex 09, <https://acpr.banque-france.fr/>)

16. LEGAL INFORMATION

The insurance cover is provided by: **AWP P&C**.

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

Company governed by the French Insurance Code.

It is implemented by:

AWP FRANCE SAS

Société Anonyme (joint stock company) with share capital of 7,584,076.86 euros
490 381 753 RCS Bobigny

Registered office: 7 rue Dora Maar - 93400 Saint-Ouen

Insurance Brokers - Registered with ORIAS 07 026 669 (<http://www.orias.fr/>)

Privacy Statement

The privacy of your personal data matters to us

AWP P&C, an entity of Allianz Partners SAS, is an insurance company licensed by the **Autorité de contrôle prudentiel et de résolution (ACPR)** offering insurance products and services. Protecting your private life is our absolute priority. This Privacy Statement explains how we collect personal data, what type of data we collect and why, and with whom we share and to whom we disclose it. Please read this declaration carefully.

1. Who is responsible for data processing?


The data processing official is the legal or moral person who controls and bears responsibility for the preservation and use of personal data, in hard copy or as a computer file. **AWP P&C** ("We", "Our") is responsible for data processing as defined by the legislation and the regulations applicable in terms of data protection.

2. What personal data is collected?

We collect and process different types of personal data concerning you, in conformity with the following:

- Data concerning the identification of the persons who are party to, interested in or involved in the contract and
- any other data needed for setting up and/or executing the policy.

For this purpose, we may collect and process "sensitive personal data" concerning you.

 **By subscribing to this policy, you undertake to communicate the information contained in this Privacy Statement to any third party for whom any personal data may be transmitted to us (e.g. other insured persons, beneficiaries, third parties involved in the claim, persons to be notified in the event of an emergency, etc.), and you agree not to communicate this information otherwise.**

3. How is your personal data collected and processed?

We collect and process the personal data you send us and that we receive from third parties (as explained below) for a number of purposes and as long as we have your specific consent, unless it is not required by the applicable laws and regulations, as indicated below:

Purpose	Is your explicit consent required?
<ul style="list-style-type: none"> • Quotation and underwriting of the insurance contract 	<ul style="list-style-type: none"> • No, insofar as these processing activities are necessary to execute the insurance contract to which you are a party and to take the necessary measures prior to the conclusion of this contract.
<ul style="list-style-type: none"> • Administration of the insurance contract (e.g. claims processing, the investigations and estimates necessary to determine the existence of the insured event and the amount of compensation to be paid or the type of assistance to be provided, etc.) 	<ul style="list-style-type: none"> • Yes, if necessary. However, if we process your personal data as part of the subscription to your insurance and/or the processing of your claim, we will not request your specific consent.
<ul style="list-style-type: none"> • To conduct quality surveys on the services provided, in order to assess your level of satisfaction and improve it 	<ul style="list-style-type: none"> • No We have a legitimate interest in contacting you after handling a request or providing a service to ensure that we have performed our contractual obligations in a satisfactory manner. However, you have the right to object by contacting us as explained in section 9 below.
<ul style="list-style-type: none"> • To meet all legal obligations (e.g. those arising from laws on insurance contracts and insurance activities, regulations on tax, accounting and administrative obligations) 	<ul style="list-style-type: none"> • No, insofar as such processing activities are expressly and legally permitted.
<ul style="list-style-type: none"> • For audit purposes, to comply with legal obligations or internal procedures 	<ul style="list-style-type: none"> • No We may process your data for internal or external audits required either by law or by our internal procedures. We will not seek your consent for such processing if it is justified under applicable regulations or as being in our legitimate interest. However, we will ensure that only strictly necessary personal data will be used and that it will be treated confidentially.

Purpose	Is your explicit consent required?
	Internal audits are generally performed by our parent company, Allianz Partners SAS (7 Rue Dora Maar, 93400 Saint-Ouen, France).
<ul style="list-style-type: none"> To perform statistical and qualitative analyses based on data and claims rates 	<ul style="list-style-type: none"> If we carry out any of these processing activities, we will do so by anonymizing the personal data. As a result, anonymised data is no longer considered "personal" data and your consent is no longer required.
<ul style="list-style-type: none"> For the management of debt collection (e.g. to request payment of the premium, to claim claims from third parties, to distribute the amount of compensation between different insurance companies covering the same risk) 	<ul style="list-style-type: none"> No, if the processing of your data, even if they are sensitive categories of personal data, is necessary for the establishment, exercise or defence of legal claims, which we may also invoke as a legitimate interest.
<ul style="list-style-type: none"> For the prevention of and fight against fraud, money laundering and compliance with regulations applicable to economic sanctions, including, where appropriate, for example, comparing your information with that contained in previous claims, or verifying current claim reporting systems. 	<ul style="list-style-type: none"> No It is understood that the detection and fight against fraud, money laundering and compliance with regulations applicable to economic sanctions is a legitimate interest of the Data Controller. Therefore, we are entitled to process your data for this purpose without your consent.
<ul style="list-style-type: none"> To transfer risks through reinsurance and co-insurance 	<ul style="list-style-type: none"> We may process and share your personal data with other insurance or reinsurance companies, with whom we have or will sign co-insurance or reinsurance agreements. Co-insurance is the coverage of the risk by several insurance companies through a single contract, each assuming a percentage of the risk or spreading the coverage among them. Reinsurance is the "subcontracting" of the coverage of part of the risk to a third party reinsurer. However, this is an internal agreement between us and the reinsurer and you have no direct contractual relationship with the reinsurer. These transfers of risk are in the legitimate interests of insurance companies, which are even generally expressly authorised by law (including the sharing of personal data strictly necessary for this purpose)

As mentioned above, for the purposes listed previously, we process personal data concerning you as received from our business partner **KLM**.

As concerns the purposes mentioned previously for which we indicate that your specific consent is not required, or if we need to use your personal data for your subscription to the insurance policy and/or the managing of your claim, we will process your personal data according to our legitimate interests and/or in accordance with our legal obligations.

Your personal data will be necessary for any purchases of our products and services. If you do not wish to supply this data to us, we will be unable to guarantee you access to the required products or services or that are liable to interest you, or to propose to you offers that are tailored to your specific requirements.

4. Who has access your personal data?

We ensure that your personal data is processed as per the purposes indicated above.

With respect to the announced purposes, your personal data may be disclosed to the following parties, acting as third parties responsible for data processing:

- Organisations in the public sector, other companies in the Allianz group, other insurers, reinsurers.

With respect to the announced purposes, your personal data may be disclosed to the following parties, acting as data processing agents operating under our responsibility:

- Other companies in the Allianz group (including AWP France SAS), technical consultants, experts, lawyers, claim adjusters, repairers, service providers, doctors and service companies to which our operations are delegated (claims, IT, postal services, document management).

In short, we may require to share your personal data in the following cases:

- In planned or actual cases of reorganisation, merger, sale, co-entrepreneurial ventures, assignment, transfer or any other issues concerning all or part of our activity, assets or stock (in particular with respect to insolvency or other similar procedures); and

- To conform to all legal obligations including obligations resulting from the decisions all the mediating official if you submit a claim to us concerning one of our products or services.

5. Where is your personal data processed?

Your personal data can be processed both inside and outside the European Union (EU) by the parties specified in section 4, under the reservation of the contractual restrictions concerning privacy and security, in accordance with the applicable legislation and regulations concerning data protection. We will not disclose your personal data to any parties not Authorised to process it.

Each time your personal data is transferred for processing outside the EU by another company in the Allianz group, it will take place according to the company internal rules approved by the regulating authority governing the Allianz group, establishing appropriate walls for the protection of personal data and that are legally binding on all the companies in the Allianz group. Allianz's internal business rules and the list of Allianz Group companies that comply with them can be found here: https://www.allianz-partners.com/en_US/allianz-partners--binding-corporate-rules.html. When the Allianz internal rules do not apply, we take steps to guarantee that the transfer of your personal data outside the EU takes place with the necessary level of protection, in the same way as if it concerned a transfer inside the EU. You may refer to the protection measures that we implement for this type of transfer (for instance, standard contractual clauses) by contacting us as indicated in section 9.

6. What are your rights concerning your personal data?

When so permitted by the law or regulation in force, you are entitled to:

- gain access to your personal data and find out about its origin, the purposes and goals of its processing, information concerning the person(s) in charge of data processing, the data processing officer(s) and the recipients of any data liable to be divulged;
- withdraw your consent at any time if it is required for the processing of your personal data;
- update or correct your personal data so that it is always accurate;
- delete your personal data if its conservation is no longer necessary for the previously indicated purposes;
- restrict the processing of your personal data to certain circumstances, for instance, if you disagree with the accuracy of your personal data for the time needed to verify its accuracy by our services;
- obtain a computer file of your personal data for your personal use or that of your new insurer; and
- lodge a complaint with our company and/or the competent data protection authority - Commission Nationale de l'Informatique et des Libertés (CNIL).

You can bring these rights into application by contacting us as indicated in section 9.

7. How do you oppose the processing of your personal data?

When so permitted by the law or the regulations, you are entitled to oppose the processing of your personal data by our services, or to request that our company stops processing the said data (including for direct marketing purposes). Once your request has been sent, we will no longer process your personal data unless the applicable legislation or regulation allows us to.

You can exercise this right in the same way as your other rights defined in section 6.

8. How long do we keep your personal data?

We will only retain your personal data for as long as is necessary for the purposes stated in this Privacy Statement and then it will be deleted or made anonymous once it is no longer required. Below are some of the shelf lives applicable to the purposes indicated in section 3 above.

- For a period of two (2) years from the date of termination of the insurance contract
- In the event of an incident - two (2) years after the settling of the claim.
- For an incident with bodily injury – ten (10) years after the claim.
- For information about the claims – two (2) years after receipt of the claim.
- For information about the policy – two (2) years after the expiry, termination or cancellation.

However, please be aware that additional specific obligations or events may from time to time cancel or modify these terms, such as pending litigation or regulatory investigations, which may supersede or suspend these terms until the matter is closed and the applicable review or appeal period has expired. In particular, retention periods based on prescriptions in legal proceedings may be suspended and subsequently resumed.

9. How to contact us (ONLY FOR PERSONAL DATA QUESTIONS)?

For any matters concerning the use to which we put your personal data, you may contact us by email or by the post at:

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

10. How often do we update this Privacy Statement?

We revise this Privacy Statement at regular intervals.