

# SUMMARY OF POLICY COVER NUMBER 87535 KLM –TRIP CANCELATION & TRAVEL DELAY

# **COVERAGE SUMMARY**

COVERAGE	WHEN IT APPLIES	MAXIMUM BENEFIT
Trip Cancellation Coverage	You have to cancel your trip before you depart.	Up to 1.500 Euro per person Deductible: 25% of the ticket price. Minimum 30 Euros Maximum 150 Euros
Travel Delay Coverage	Your travel plans are delayed while you are on your trip.  Maximum reimbursement per 24-hour period of delay:  With Receipts Daily Limit – 100 Euros Daily Limit  Minimum Required Delay - 4 hours	Up to 250 Euros per person
Travel Services during your trip	24/7 assistance in case of personal emergencies during your trip and information services duration of your insurance contract Transportation is needed following a medical emergency while on your trip.	Information only

The above summary is only a brief description of the cover available under your insurance contract. The terms, conditions and exclusions apply to all coverages. Please review your contract carefully for complete information. Definitions of terms in the Definitions section will also apply to this Summary of Coverages.

#### **IMPORTANT NOTE:**

- Events or situations known or foreseeable at the time of purchase of this contract are not covered.



- Your contract does not cover pre-existing medical conditions.
- Any payments you receive from any other insurance provider, or any other entity, will be deducted from your claim.
- Unless otherwise specified, the limits of indemnity stated above are per person named in the Schedule.
- The contract start date will be the date of departure of your trip as stated in the particular conditions, and the end date of cover and return date will be the date of return of your trip as stated in the particular conditions (not exceeding 90 days from the date of departure). Please contact us if you need to make any changes to your dates.
- If your contract was purchased with a one-way booking only, your start date of cover will be the departure date of your trip as shown on your travel documents and the end date of cover will be the return date or no later than 23:59 hours on the second day from the start of your trip.



# GENERAL CONDITIONS OF POLICY COVER NUMBER 85735 KLM – TRIP CANCELATION & TRAVEL DEALAY

AWP P&C SA - Sucursal em Portugal, doing business as Allianz Assistance, is located at Av. do Brasil, 56 – 3.° Piso, 1700-073 Lisboa, with corporate identification No 980 359 546, is authorized by L'Autorité de Contrôle Prudentiel et de Résolution (ACPR), in France, to operate in Portugal under the freedom of establishment, being duly registered for that purpose with Autoridade de Supervisão de Seguros e Fundos de Pensões (ASF), under number 1174.

#### ABOUT THIS POLICY

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

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

#### WHAT THIS POLICY INCLUDES AND WHOM IT COVERS

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

Your policy consists of three parts:

- 1. Terms and General Conditions document which describes the coverages (including Summary of Coverage, which provides the particular list of coverages and benefits covered), main provisions, exclusions and conditions that govern this policy.
- 2. Summary of Coverage
- 3. Particular Conditions

NOTE:



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



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# 1. DEFINITIONS

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

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



	Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.
Departure date	4. The date on which <i>you</i> are originally scheduled to begin <i>your</i> travel, as shown on <i>your</i> travel itinerary.
Doctor	Someone who is legally authorized to practice medicine or dentistry and is licensed if required. This cannot be <i>you</i> , a <i>traveling companion</i> , <i>your family member</i> , a <i>traveling companion's family member</i> , the sick or <i>injured</i> person, or that person's <i>family member</i> .
Epidemic	A contagious disease recognized or referred to as an epidemic by a representative of the World Health Organization (WHO) or an official government authority.
Family member	<ol> <li>Your.</li> <li>Spouse (by marriage, common law, domestic partnership, or civil union);</li> <li>Cohabitants;</li> <li>Parents and stepparents;</li> <li>Children, stepchildren, foster children, adopted children, or children currently in the adoption process;</li> <li>Siblings;</li> <li>Grandparents and grandchildren;</li> <li>The following in-laws: mother, father, son, daughter, brother, sister, and grandparent;</li> <li>Aunts, uncles, nieces, and nephews;</li> <li>Legal guardians and wards; and</li> <li>Paid, live-in caregivers;</li> </ol>
First responder	10. Emergency personnel (such as a police officer, emergency medical technician, or firefighter) who are among those responsible for going immediately to the scene of an accident or emergency to provide aid and relief.
High-altitude activity	An activity that includes, or is intended to include, going above 4500 meters in elevation, other than as a passenger in a commercial aircraft.
Illegal act	An act that violates law where it is committed.
Injury	Physical bodily harm.
Local public transportation	Local, commuter, or other urban transit system carriers (such as commuter rail, city bus, subway, ferry, taxi, for-hire driver, or other such carriers) that transport you or a traveling companion less than 150 kilometers.
Mechanical breakdown	A mechanical issue, which prevents the vehicle from being driven normally, including an electrical issue, flat tire, or running out of fluids (except fuel).



Natural disaster	A large-scale extreme weather or geological event that damages property, disrupts transportation or utilities, or endangers people, including without	
	limitation: earthquake, fire, flood, hurricane, or volcanic eruption.	
Pandemic	An <i>epidemic</i> that is recognized or referred to as a pandemic by a representative of the World Health Organization (WHO) or an official government authority.	
Policy	This travel insurance contract. The <i>policy</i> includes this General Conditions, the	
	Particular Conditions and the Summary of Coverage.	
Political risk	Any one or more of the following:	
	<ul> <li>Any event, organized resistance, or action intending or implying the intention to overthrow, supplant or change outside of normal legal processes the existing head of state, elected official, appointed official, government, or organized political or ruling group;</li> <li>Nationalization;</li> <li>Confiscation;</li> <li>Expropriation;</li> <li>Deprivation;</li> <li>Requisition;</li> <li>Revolution;</li> <li>Rebellion;</li> <li>Insurrection;</li> <li>Uprising;</li> <li>Military and usurped power.</li> </ul>	
Primary residence	Your permanent, fixed home address for legal and tax purposes.	
Pre-existing medical condition	<ul> <li>An <i>injury</i>, illness, or medical condition that, within the 120 days prior to and including the purchase date of this <i>policy</i>:</li> <li>1. Caused a person to seek medical examination, diagnosis, care, or treatment by a <i>doctor</i>,</li> <li>2. Presented symptoms; or</li> <li>3. Required a person to take medication prescribed by a <i>doctor</i> (unless the condition or symptoms are controlled by that prescription, and the prescription has not changed).</li> <li>The illness, <i>injury</i>, or medical condition does not need to be formally diagnosed in order to be considered a <i>pre-existing medical condition</i>.</li> <li>For example, a sprained knee <i>you</i> have had treated in the 120 days prior to and including the purchase date of <i>your policy</i> will be considered a <i>pre-existing medical condition</i>. If <i>you</i> later have to cancel <i>your trip</i> because, for instance, the sprained knee now requires surgery, or because <i>your</i> recovery is taking longer</li> </ul>	



	than expected, or for any other reason arising out of the knee sprain, this would be considered a <i>pre-existing medical condition</i> .
Quarantine	Mandatory involuntary confinement by order or other official directive of a government, public or regulatory authority, or the captain of a commercial vessel on which <i>you</i> are booked to travel during <i>your trip</i> , which is intended to stop the spread of a contagious disease to which <i>you</i> or a <i>traveling companion</i> has been exposed.
Refund	Cash, credit, or a voucher for future travel that <i>you</i> are eligible to receive from a <i>travel supplier</i> , or any credit, recovery, or reimbursement <i>you</i> are eligible to receive from <i>your</i> employer, another insurance company, a credit card issuer, or any other entity.
Rental Car	An automobile or other vehicle designed for use on public roads that <i>you</i> have rented for the period of time shown in a <i>rental car agreement</i> for use on <i>your trip</i> .
Rental car agreement	The contract issued to <i>you</i> by the rental car company that describes all of the terms and conditions of renting a <i>rental car</i> , including <i>your</i> responsibilities and the responsibilities of the rental car company.
Return Date	The date on which <i>you</i> are originally scheduled to end <i>your</i> travel, as shown on <i>your</i> travel itinerary.
Service animal	Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Examples of work or tasks include, but are not limited to guiding people who are blind, alerting people who are deaf, and pulling a wheelchair. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not considered work or tasks under this definition.
Severe weather	Hazardous weather conditions including but not limited to windstorms, hurricanes, tornados, fog, hailstorms, rainstorms, snow storms, or ice storms.
Sporting equipment	Equipment or goods used to participate in a sport.
Terrorist event	An act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), which constitutes terrorism as recognized by the government authority or under the laws of your country of residence, and is committed for political, religious, ethnic, and/or ideological purposes, including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear. It does not include <i>political risk</i> .
Traffic Accident	An unexpected and unintended traffic-related event, other than mechanical breakdown, that causes injury, property damage, or both.
Travel carrier	A company licensed to commercially transport passengers between cities for a fee by land, air, or water. It does not include:  1. Rental vehicle companies;
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	<ol> <li>Private or non-commercial transportation carriers;</li> <li>Chartered transportation, except for group transportation chartered by your tour operator; or</li> <li>Local public transportation.</li> </ol>
Travel supplier	A travel agent, tour operator, airline, cruise line, hotel, railway company, or other travel service provider.
Traveling companion	A person or <i>service animal</i> traveling with <i>you</i> or traveling to accompany <i>you</i> on <i>your trip.</i> A group or tour leader is not considered a <i>traveling companion</i> unless <i>you</i> are sharing the same room with the group or tour leader.
Trip	Your travel to, within, and/or from a location away from your primary residence, which is originally scheduled to begin on your departure date and end on your return date. It must be booked with the travel supplier, from which you purchased this policy. It cannot include travel with the intent to receive health care or medical treatment of any kind, or moving, or commuting to and from work, and it cannot last longer than 90 (ninety) days. The territorial scope of your destination will be stated in Particular Conditions of the policy.
Uninhabitable	A <i>natural disaster</i> , fire, flood, burglary, or <i>vandalism</i> (except where <i>vandalism</i> is a part or a result of a cause of loss excluded under this <i>policy</i> ) has caused enough damage (including extended loss of power, gas, or water) to make a reasonable person find their <i>primary residence</i> or <i>accommodations</i> inaccessible or unfit for use.
Vandalism	Any <i>illegal act</i> that intentionally causes damage to or destruction of public or private tangible property.
War	A state or period of hostile armed conflict, civil war, or military or paramilitary action, between two or more of the following: a nation, a state, a government, a territory, or an organized political or ruling group. This includes any acts or events directly associated with and occurring in the course of such conflict or action, or directly triggering such conflict or action. This definition applies regardless of whether war has been officially or formally declared.
We, Us, or Our	AWP P&C S.A. – Sucursal em Portugal, trading as Allianz Assistance
You or Your	All persons resident in Portugal who appear as insured persons in Particular Conditions



# 2. WHEN YOUR COVERAGE BEGINS AND ENDS

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

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

Except for one-way and same-day return *trips*, the *departure date* and *return date* that *you* provided at time of purchase are counted as 2 (two) separate days of travel when *we* calculate the duration of *your trip*.

Your policy ends on the coverage end date listed in your Particular Conditions that reflects the contents of the fulfillment package sent to consumers. However, there are situations where your policy may end on a different date. If your policy was purchased with a one-way booking, your coverage end date will be the return date (not to exceed 90 days from the departure date shown on your travel documents).

Additionally, your policy will end on the earliest of:

- 1. At 23:59 on the day you cancel your policy;
- 2. At 23:59 on the day you file a trip cancellation claim with us;
- 3. At 23:59 on the 90<sup>th</sup> day of the *trip*.

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

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

## 3. DESCRIPTION OF COVERAGES

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

## A. TRIP CANCELLATION COVERAGE

If your trip is canceled or rescheduled for a covered reason listed below, we will reimburse you for your non-refundable trip payments, deposits, cancellation fees, and change fees (less available refunds), up to the maximum benefit for trip cancellation coverage listed in your Coverage Summary. Please note that this



coverage only applies before your first use of the trip's pre-paid arrangements (e.g. transportation or accommodations).

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

IMPORTANT: You must notify all of your travel suppliers within 48 hours of discovering that you will need to cancel your trip (this includes being advised to cancel your trip by a doctor). If you notify any travel suppliers later than that and get a smaller refund as a result, we will not cover the difference. If a serious illness, injury, or medical condition prevents you from being able to notify your travel suppliers within that 48-hour period, you must notify them as soon as you are able.

#### Covered reasons:

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

The following condition applies:

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

The following condition applies:

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



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

One of the following conditions must apply:

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

The following condition applies:

- a. The attendance is not in the course of *your* occupation (for example, if *you* are attending in *your* capacity as an attorney, court clerk, expert witness, law enforcement officer, or other such occupation, this would not be covered).
- 7. Your primary residence becomes uninhabitable.
- 8. You, a traveling companion, or a family member serving in the armed forces is reassigned or has personal leave status changed, except because of war or disciplinary action.
- 9. You or a traveling companion is terminated or laid off by a current employer after your policy's purchase date.

The following conditions apply:

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



- 15. You or a traveling companion is refused a tourist visa by the authorities of the destination or transit country.
- 16. Your or traveling companion's travel documents required for the trip are stolen

The following condition applies:

- a. You must make diligent efforts and provide documentation of your efforts to obtain replacement documents through appropriate authorities that would allow you to keep the originally scheduled *trip* dates
- 17. You find out you are pregnant after purchasing this policy.
- 18. You need to attend the birth of a family member's child.
- 19. Your destination becomes uninhabitable.
- 20. Family outside *your* country of residence cannot accommodate *you* during your *trip*, as planned, because someone in their household has died, become seriously ill or *injured*, or developed a serious medical condition.
- 21. Government authorities order a mandatory evacuation due to a *natural disaster* at *your* destination that is in effect within 24 hours prior to *your* departure date.

The following condition applies:

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

The following condition applies:

- a. Your policy was purchased within 14 days of the date of the first trip payment or deposit
- 23. Your or a traveling companion's vehicle experiences a mechanical breakdown on the way to the departure point of your trip.
- 24. Your or a *traveling companion's* primary vehicle intended for transporting *you* or the *travelling companion* to the point of *your trip's* departure or intended to be the primary mode of transportation during *your trip* is stolen.



- 25. You fail the final exam or you fail to advance to the next grade level at an accredited educational establishment, where you are a student.
- 26. Your tour operator or commercial event organizer cancels your multi-day tour or multi-day event that is the main purpose of your trip and was purchased prior to your departure date due to:
  - a. A natural disaster;
  - b. Severe weather.

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

## B. TRAVEL DELAY COVERAGE

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

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

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

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

- 1. A travel carrier delay (this does not include a travel carrier's cancellation prior to your departure date);
- 2. A strike, unless threatened or announced prior to the purchase of your policy
- 3. Quarantine during your trip due to having been exposed to:
  - a. A contagious disease other than an epidemic or pandemic; or
  - b. An epidemic or pandemic (such as COVID-19), but only when the following conditions are met:



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

## C. TRAVEL SERVICES DURING YOUR TRIP

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

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

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

#### Monitoring Your Care

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

#### Lost Travel Documents Assistance

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

#### **Emergency Language Translation**

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



## **Emergency Cash Assistance**

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

## Legal Referrals

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

# 4. GENERAL EXCLUSIONS

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

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

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

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

- 1. Any loss, condition, or event that was known, foreseeable, intended, or expected when *your policy* was purchased;
- 2. Pre-Existing medical conditions;
- 3. Your intentional self-harm or if you attempt or commit suicide;
- 4. Normal, complication-free pregnancy or childbirth, except when and to the extent that normal, complication-free pregnancy or childbirth is expressly referenced in and covered under trip cancellation coverage or trip interruption coverage;
- 5. Fertility treatments or elective abortion;
- 6. The use or abuse of alcohol or drugs, or any related physical symptoms. This does not apply to drugs prescribed by a *doctor* and used as prescribed;
- 7. Acts committed with the intent to cause loss;
- 8. Operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft or commercial vehicle or commercial watercraft;
- 9. Participating in or training for any professional or semi-professional sporting competition;



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



27. An act of gross negligence by you or a traveling companion.

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

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

# 5. CLAIMS INFORMATION

In case of any emergency or need to use the policy, please contact us from abroad on (+351) 210 014 256, or on 210 014 256 from Portugal. Always provide us with your name, policy number, location and contact telephone number.

Please note that the quality of medical services depends on the level of development of the country where you are receiving treatment.

If you wish to activate any cover, other than Medical/Dental Assistance cover, or Emergency Transport cover, you may send us an email at <a href="mailto:reembolsos.pt@allianz.com">reembolsos.pt@allianz.com</a> or contact us on the telephone number (+351) 210 014 256 between 9:00 and 18:00. The claim must be reported within a maximum of 8 (eight) days. After this period, we will be able to claim for damages caused by the lack of communication.

In the event of loss, misplacement or destruction of checked baggage in flight, before leaving the baggage reclaim area, request the Baggage Irregularity Report (P.I.R.) and make a list of the contents of your baggage.

In the event of theft, loss or damage to your luggage you must;

- i. Obtain a report from the transport company stating the amount of compensation that it assumes as a compensation
- ii. Report the incident to the police at the place and date of occurrence, stating the list of stolen objects and their economic value. And get a certificate of such a complaint.

Once our Claims Department is aware of the occurrence of the claim, it will send you a form or request for documentation to be filled in. It will indicate the list of documents that you will have to provide in order for the claim to be compensated. In any case, original supporting documents, invoices, receipts, certificates and complaints as well as medical reports and other documentation justifying both the occurrence of covered reasons under this policy, as well as having incurred expenses payable under the same shall always be attached.

You should send it to:



AWP P&C SA, branch in Portugal Claims Department
Av. do Brasil, 56, 3° Piso
1700-073 Lisbon.

You should always inform us of other insurers who cover the same risks and what procedures have been adopted with them.

In the Claims section you will have all the information to complain if you are not satisfied with the resolution given to your case by the Claims Management Department.

#### 1. Complaints Body for handling complaints

The insurance undertaking has a Complaints Body to handle with the complaints within the scope of this contract, which may be presented to the followed contacts:

Morada: Avenida do Brasil, n.º 56, 3.º Piso, 1700-073 Lisboa,

Email: gestão.reclamacoes@allianz-assistance.pt

General information regarding the policy for the treatment of policyholders, insurance persons, beneficiaries and injured third parties is available at <a href="https://www.allianz-assistance.pt">www.allianz-assistance.pt</a>, in client support, complaints.

#### 2. Customer Provider

Only complaints that have already been dealt by the AWP Complaints Body may be addressed to the Provider.

For the purposes of this contract, you may address the complaints to:

**Customer Provider Adress:** 

Av. do Brasil, 56 - 3.º piso

1700-073 Lisboa

E-mail: provedor.cliente@allianz-assistance.pt

#### Arbitration

Arbitration is a procedure through which the Parties submit a dispute to the appreciation and judgment of an Arbitral Tribunal, which is responsible to decide.

Except conflicts of low economic value with consumers (equal to or less than 5,000.00EUR), which arbitration is mandatory, in the other cases, adherence to arbitration by the Insurer it is casuistic.

In the event of a consumer conflict, the responsible entity in the insurance sector is: CIMPAS – Centro de Informação, Mediação, Provedoria e Arbitragem de Seguros Adress:

Av. Fontes Pereira de Melo, n.º 11 - 9.º Esq., 1050- 115 Lisboa



Telephone: (+351) 213 827 700

Fax: (+351) 213 827 708 Email: <u>geral@cimpas.pt</u>

For more information, consult the CIMPAS website at www.cimpas.pt

Specific information regarding the European Online Dispute Resolution (ODR) platform Whenever a situation of contracting carried out exclusively online (via Internet) is at stake, the consumer conflict can be resolved through European Online Dispute Resolution Platform.

The ODR platform is provided by the European Commission to make online shopping safer and fairer through access to quality dispute resolution tools.

#### 4. Supervisory Authority

The Insurer is subject to the supervision of:

L'Autorité de Controle Prudentiel et de Résolution (ACPR), 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 (https://acpr.banque-france.fr/en).

In certain specific competences, he is also subject to the supervision of the: Autoridade de Supervisão de Seguros e Fundos de Pensões (www.asf.com.pt): Av. da República 76, 1600-205 Lisboa

# 6. GENERAL PROVISIONS AND CONDITIONS

#### 1. Scope

- a) For the purposes of this insurance contract, we shall provide cover to you or a third party, undertaking to perform the agreed actions in the event of the occurrence of an unforeseeable event provided in the contract, and you undertakes to pay the respective premium, fixed in the Particular Conditions.
- b) Without detriment to the provisions of the previous section, the risks subscribed in this contract will only be guaranteed by us provided the total travel period contracted does not exceed more than 90 consecutive days (regardless of the period of time that has actually passed until the moment of the accident).
- c) This contract shall only apply to journeys by you that are not made for business purposes.
- d) Under no circumstances shall this policy cover connection flights or the reservation of journeys made during the stay at the destination indicated in the Particular Conditions.

## 2. Start and Effective Term of the Coverages

The coverage shall become effective between the dates and times of the journeys indicated in the Particular Conditions.

#### 3. Territorial scope



Coverage is valid for flights with the destination indicated in the Particular Conditions.

#### 4. Our duties

In addition to the other obligations that result from the law or from this policy, we shall:

- a) Guarantee exact performance and provision of the services set forth in this policy;
- b) Keep all the information it becomes aware of within the scope of the execution or performance of the contract under confidence, as well as ensure that directors, workers, agents and other associates observe the duty of confidence, which shall subsist beyond the termination of their duties;
- c) Provide you with all the explanations required to correctly understand the procedures to adopt in the event of a claim.

#### 5. Your duties

- a) In addition to the other obligations that result from the law or from this policy, you shall:
- i. Pay us the premium established in the Particular Conditions. The insurance policy must be taken out before the start of the trip.;
  - ii. Declare exactly all circumstances of which they are aware and should consider significant for us to assess risk:
  - iii. Inform us, while the contract is in force, as to alterations in risk within the scope of the information provided;
- b) In addition to other obligations that result from the law or from this policy, you further undertake to:
- i. In the event of a claim, adopt the measures and take all the steps within their power to avoid further losses;
  - ii. Comply with the procedures provided in this policy in the event of a claim.

#### 6. Duty of initial declaration of risk

- a) Prior to conclusion of the contract, you are obliged to declare exactly all the circumstances that you know and reasonably should consider significant for the assessment of the risk by us, even though the respective mention is not requested in a questionnaire provided by us.
- b) In the event of negligent infringement of this obligation, we may propose to amend the contract or have it terminated.
- c) In the event of intentional non-compliance with this obligation, we may declare the contract null.

#### 7. Premium and Premium due date

- a) As consideration for the agreed coverage, you undertake to pay to us the premium established in the Particular Conditions.
- b) The premium corresponds to the effective term of the contract, whereby it is owed in its entirety.
- c) The premium is payable on the date of execution of the contract.

#### 8. Failure to pay premiums

- a) Payment of the premium is condition precedent for the coverage of risks.
- b) Failure to pay the premium shall result in the immediate termination of the contract as of the date



- of its execution.
- c) The termination of the insurance contract due to failure to perform payment of the premium, or part of an instalment thereof, shall not release you from the duty to pay the premium corresponding to the period during which the contract has already been in effect, in addition to applicable late payment interest.

#### 9. Payment by a third party

The premium may be paid by a third party according to the law or the Particular Conditions of the policy, whether or not they are a third party in interest with regard to the performance of the obligation, applying the insurance contract legal regimen.

#### 10. Procedures in the event of a claim

- a) The occurrence of the claim shall be communicated to us by you, within the period of time established in the contract for each type of coverage and benefit or, if this is not possible, during the 8 (eight) days immediately following the day they become aware of it.
- b) The communication made shall explain the circumstances under which the claim occurred, its probable causes and the respective consequences.
- c) You will also provide us all the relevant information it requests with regard to the claim and its consequences.
- d) Requests for assistance that were not made to nor organized by us will not entitle to reimbursement, compensation or indemnity of any kind.
- e) Failure to observe the duties established in the above numbers shall result in the reduction of the benefits provided by us in view of the damage caused by the failure to comply with the duties established in this article.
- f) Intentional failure to observe or incorrect performance of the duties established in this article, causing significant damage tous, shall result in loss of coverage.

#### 11. Due care

- a) In the event of a claim, you should employ all the means within their power to prevent or limit losses.
- b) That provided in the above number shall also apply to a party who is aware of this insurance as the beneficiary.
- c) Failure to observe the duties established in the above numbers shall result in the reduction of the benefits provided by the Insurer in view of the losses caused to this party by the failure to comply with the duties established in this article.
- d) Intentional failure to observe or incorrect performance of the duties established in this article, causing significant damage to us, shall result in loss of coverage.

#### 12. Payment

- a) We undertake to satisfy the obligation under contract to whom it is payable, following confirmation of the occurrence of the claim and its causes, circumstances and consequences.
- b) For the purposes of that provided in the above number, and depending on the exact circumstances, prior quantification of the claim 's consequences may be necessary.



## 13. Multiple insurances

- a) When the same risk, in relation to the same interest and during an identical period, is covered by more than one Insurer, you shall inform all the Insurers as to that fact, as soon as they become aware of this, as well as when they submit a claim.
- b) Fraudulent non-disclosure of the information stated in the above number shall exempt the Insurer from its respective duties.
- c) This policy only operates as a complement to other insurance contracts entered into beforehand and providing coverage for the same risks.

#### 14. Means of termination

The insurance contract shall cease to be effective according to the law, namely due to expiry, mutual termination, notice of termination and termination for cause.

#### 15. Effects of termination

- a) The termination of the contract shall determine the expiry of our duties and your duties.
- b) The termination of the contract shall not prejudice our duty to perform its obligation due to the coverage of the risk, as long as the claim is prior to or simultaneous with the termination and even if it was the justification for the termination of the contract.

#### 16. Expire

- a) The insurance contract shall expire according to the law, namely at the end of the effective term provided.
- b) The policy shall expire in the event of subsequent loss of interest or of inexistence of risk and whenever payment is made for the total value of the benefits applicable to the effective term of the contract.

#### 17. Mutual termination

We and you may agree to terminate the insurance contract at any time.

#### 18. Termination for cause

- a) The Insurer allows the Policyholder, within a maximum period of 14 (fourteen) days from the subscription of the Contract, to terminate the Contract, with retrospective effect to its inception, without the need to pay any compensation and without the need to mention the reason.
- b) The contract may be terminated by either party for cause, according to the law.
- c) We shall not invoke the occurrence of a claim as a relevant cause for the purposes of the above number.

## 19. Refund of the premium due to early termination

- a) If the insurance contract is terminated before the established effective term the premium will be refunded, unless payment of benefit resulting from a claim has already occurred.
- b) The refund of the premium is calculated «pro rata temporis».



- 20. Communications and Notices
- a) Communications and notices by you under the terms of this policy shall be considered validly and effectively performed if sent to our registered office.
- b) Unless otherwise specified in this policy, the communications provided in this contract shall be performed in writing or by another means that permits registering the communication for future reference.
- c) We are only required to send the communications provided in this contract if the address is duly identified in the contract, and the communications shall be considered validly performed if sent to the respective address set forth in the policy.

#### 21. Subrogation and complementarity

- a) After paying the indemnity or organizing the services provided in the policy, we shall be entitled to subrogation, up to the value of the sum paid or the value of the services organized, of the rights of the Insured Party against a third party liable for the claim.
- b) You will be liable, up to the value of the indemnity paid or the value of the services organized, due to any omission that prejudices the rights provided in the above number.
- c) A partial subrogation shall not prejudice the rights of the insured party or the beneficiary in relation to the part of the risk that was not covered, when it has right to recoup together with the Insurer against a liable third party.
- d) That provided in number 1 shall not apply:
  - i. Against the Insured Party if they are answerable for the third party responsible, according to the law;
  - ii. Against the spouse, civil partner, parents and children of the insured party who live in their household, unless those third parties were intentionally responsible or if covered by insurance contract.
- e) The benefits and indemnities provided in this policy are paid in addition and as a supplement to other insurance taken out, indemnities by the Travel suppliers, payments from any welfare institution of which the Insured Person is a Beneficiary.
- f) You undertakes to take all the steps necessary in order to obtain the benefits and payments mentioned in the above number and to return them to the Insurer if and to the extent that they were given to them in advance.

#### 22. Right of return

- a) We have the right of return of the insured in relation to the cost of any compensation paid as a result of an action on the part of the injured party, provided that the damage was due to intentional conduct by you.
- b) We may also claim the amount of damages caused by you in the situations under the policy and demand reimbursement of the amounts of indemnities that have been paid to third parties, for claims that are not covered by this policy.

#### 23. Period of prescription



The rights arising from the insurance contract may no longer be invoked after five years counted from the date that the holder became aware of those rights, without prejudice to their standard prescription counted from the date of the fact that caused them.

#### 24. Applicable law

This insurance contract shall be governed according to Portuguese law.

#### 25. Jurisdiction

Without prejudice to the exceptions established in civil procedure law, the courts with jurisdiction to settle disputes arising from this contract are those established in civil law.

#### 26. Force Majeure

- a) Any unforeseeable or inevitable event, outside the control of the parties, to which they did not contribute and that impedes the performance of duties or renders their performance extraordinarily difficult, is considered force majeure, for example:
  - i. Natural disasters, such as quakes, floods, lightning or hurricanes;
  - ii. Serious Accidents, such as explosions or landslides;
- iii. Acts of war, declared or otherwise, or of sedition, declaration of state of siege, alert or emergency;
  - iv. Civil unrest, such as those caused by epidemics, insurrection, revolts, riots, strikes at companies / third parties, "lock-out", public and social demonstrations;
  - v. Decisions taken by the authorities, such as embargoes, bans or restrictions of any nature, partial or total mobilization, quarantines and requisitioning.
- b) The liability of the Parties due to the non-performance or defective performance of the duties arising from this insurance contract, or the losses resulting therefrom, when that non-performance or defective performance arise directly from the occurrence of a situation of force majeure as defined above, shall not apply.
- c) In the event of the occurrence of a fact which, under the terms of this article, should be qualified as force majeure, the Parties shall develop their best efforts in order to adopt solutions that permit achieving the intended purpose for the execution of this insurance contract.

#### 27. Anti-corruption policy

- a) None of the parties, their respective representatives, employees or collaborators shall practice, authorize or allow, either themselves or by their consent or ratification through an intermediary, any act that may lead to the failure to comply with any anti-corruption regulation or law. In particular, all undue payments to public officials, representatives of the public administration or their relatives or close friends are covered by this prohibition, whether or not they are compensation for an act or omission contrary to the duties of their post or representation.
- b) None of the parties, their representatives, employees, collaborators or any third party acting on behalf of said party may, either themselves or by their consent or ratification through an intermediary, request or accept from the other party, the latter's representatives, employees,



- collaborators or any third party acting on behalf of said party, themselves or for a third party, an increase in wealth or other benefit, or the promise thereof, for any act or omission that constitutes a violation of their contractual, legal or functional duties or which is not owed to him or her due to the negotiation, signing or fulfilment of this policy.
- c) None of the parties, their representatives, employees, collaborators or any third party acting on behalf of said party may, either themselves or by their consent or ratification through an intermediary, give or promise to the other party, the latter's representatives, employees, collaborators or any third party acting on behalf of said party, an increase in wealth or other benefit which is not owed to him or her due to the negotiation, signing or fulfilment of this policy or which constitutes a violation of their contractual, legal or functional duties.
- d) The parties undertake to notify the other party immediately should they become aware of or suspect any specific situation that may fit into the previous clauses and be related to the negotiation, signing or fulfilment of this policy.
- e) The parties agree that any violation or founded suspicion of violation of the provision in this Article constitutes a ground for immediate cancellation of this policy, without need for prior warning.

#### 28. Embargoes and international sanctions

We shall not be deemed to provide cover and we shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations or from national or international commercial or economic sanctions, laws, decisions, provisions or regulations.

#### 29. General Provisions

- a) For all intents and purposes, this policy constitutes the entire agreement entered into between you and us in relation to its subject matter. After 30 (thirty) days have passed following the submittal of the policy without you citing any discrepancy between what was agreed and the wording of the policy, the only discrepancies that may be invoked are those arise from written document or another means providing reference.
- b) Failure by you or us to demand the performance of any of the terms, conditions and duties provided in this insurance contract shall not be construed as a waiver of any rights, whereby that shall not constitute a precedent that alters any provision in this insurance contract, nor shall it be construed as a waiver of the performance of duties in the future, whereby these duties shall remain in effect in the future.

# 7. PRIVACY POLICY PROCESSING OF PERSONAL DATA

#### 1. Who is the data controller?

The data controller is the natural or legal person who, individually or jointly with others, determines the purposes for which personal data are processed, and how.

The controller of your personal data is:

AWP P&C SA - Sucursal em Portugal



Av. do Brasil nº 56, 3º piso 1700-073 Lisboa, Portugal

Legal Person/Taxpayer no. 980 359 546

AWP P&C SA – Sucursal em Portugal, also operates in the Portuguese market under the trade name Allianz Assistance.

## 2. What personal data will be collected

Personal data is understood to mean any information concerning an identified or identifiable natural person ("data subject").

We process the following categories of personal data:

Personal data	Examples
Identification and contact	Name, address, email address, telephone number.
details	
Other identification details	Date of birth, taxpayer number, civil identification number or number of
	other identification document, if different (passport, driving license, etc.).
Location	Client's geographical reference, for provision of the service.
Health data	Health data if you request from us a service which is activated in the event
	of an accident, illness or death.
Banking details	IBAN for processing any payment.

The personal data may be those of the subject or of third parties (beneficiaries of the payments/services, for example) who have in some way authorized their use. The user or policyholder is solely responsible for obtaining the consent of third parties whose data he or she submits on acquiring the product or taking out the insurance.

Collecting personal data is a contractual obligation and a necessary requirement for contracting and gaining access to our products and services. The data subject is obliged to provide personal data, otherwise we may be unable to provide them with the products or services requested from us and in which they are interested, or to provide them with assistance in the course of the contract.

You are also legally obliged under the Insurance Contract Law to provide your identification details, address and taxpayer number.

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

The personal data collected will be processed for various purposes, as explained above, and with your express consent, unless the applicable law or regulations do not require us to obtain this.



Purposes	Examples
Contracting a product/service or	In order to take out insurance or contract a service, or to manage
pre-contractual procedures	any claim you may report to us, or else to manage any occurrence in
	connection with the contract, accounts and billing.
Performance of legal obligations	For reporting invoices to the Tax Authorities, anti-money laundering
	purposes, in response to requests from the judicial, regulatory and
	supervisory authorities.
Defence of vital interests	In the event of a medical emergency, where we are called on to
	provide assistance.
Pursuit of legitimate interests	Personal data may be used for statistical and actuarial purposes
	and for preventing fraud.
Recording of calls	For the purposes of monitoring service quality and as evidence of
	commercial transactions, after obtaining your consent.
Marketing and sales	Marketing or sale of new products or services, after obtaining your
	consent.
Management of complaints and	For management of complaints and disputes.
disputes	

For these purposes we may also process personal data received from other entities such as insurance distributors or business partners, judicial or administrative authorities or other insurers or reinsurers.

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

For the purposes indicated above, your personal data may be disclosed to third parties. Third Parties are natural or legal persons, public authorities, services or organizations which are not the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorized to process personal data.

For the purposes indicated, we may also have recourse to other entities ("processors") for the provision of certain services; these entities will only act in accordance with our instructions. Processors are the natural or legal person, public authority, agency or other organization that processes personal data on behalf of the data controller.

We may disclose your personal data to the following third parties or communicate your personal data to the following processors:

Third Parties	Examples
Other Allianz Group companies	In particular, our parent company, for accounting or regulatory purposes.



Judicial or administrative authorities	In line with our legal obligation as Insurer, to ASF -
	Autoridade de Supervisão de Seguros e de Fundos de
	Pensões, AT - Autoridade Tributária or to the Courts.
Reinsurers or co-insurers.	For the purpose of spreading risk through reinsurance or co-
	insurance.
Financial Entities	For the purposes of processing any payment under the
	contract.

Processors	Examples
Other Allianz Group companies	In particular to other companies in the insurer's group
	entrusted with managing claims arising under the insurance
	contract, on behalf of the data controller.
Service providers	To provide the contract services (breakdown service, taxis,
	repair services, etc.), marketing and advertising companies.
Customer complaints office	If you make any complaint in connection with the insurance
	contract.
Technical consultants	Technical consultants and auditors, claim assessors, lawyers,
	debt collection agencies and providers of supporting services
	for the insurer's business (IT services, document
	management).
Insurance distributors	If you took out the insurance through an insurance distributor.

#### 5. Where will my personal data be processed?

Your personal data may be processed inside and outside the European Economic Area (EEA) by the entities mentioned in Section 4, taking into account at all times the contractual restrictions relating to confidentiality and security, in accordance with the applicable data protection laws and regulations. We do not disclose your personal data to anyone not authorized to process them.

Whenever we transfer your personal data to be processed outside the EEA by another Allianz Group company, we will operate on the basis of the binding rules applicable to Allianz, known as the Allianz Privacy Standard (Allianz BCR), which establish adequate protection for your personal data and which are mandatory for all Allianz Group companies.

In cases where the binding corporate rules applicable to Allianz do not apply, we will take the necessary measures to ensure that the transfer of your personal data outside the EEA receives an adequate level of protection, similar to that for the transfer of data within the EEA. You can learn more about these transfers by using the contact details provided in Section 8.

## 6. What are your rights in relation to your Personal Data?



When permitted by the applicable law or regulations, you have the following rights:

Rights	Examples
Right of access	To obtain confirmation that your personal data are or are not processed and, in
	particular, of the purposes of processing, the categories of personal data in
	question, the data recipients or categories of data recipients or the data storage
	period or the criteria used to set that period.
Right of correction	To have inaccurate information corrected or to complete personal data when
	incomplete.
Right of deletion	To delete your personal data from our records, if no longer needed for the
	purposes for which they were collected.
Right to restriction of	To suspend processing or limit the scope of processing to certain categories of
processing	data or purposes of processing
Right to withdraw	To withdraw your consent at any time, whenever your personal data are being
consent	processed with your consent, without affecting the legality of the processing
	carried out on the basis of your consent as previously given.
Right to data	To receive your personal data in a standard and automatically readable
portability	structured format, and the right to transfer those data to another entity.
Right of complaint	To make a complaint to the data protection authority, CNPD - Comissão
	Nacional de Proteção de Dados, or to our Data Protection Officer.
Right of objection	In the cases permitted by law or the regulations in force, to object, for reasons
	relating to your particular situation, to the processing of personal data relating
	to you.

You may exercise your rights by using the contact details provided in Section 8. Allianz Assistance will verify your identity by any means permitted by law.

## 7. How long do we keep your personal data?

Your personal data will be stored for the period necessary for the purposes for which they are processed. After the storage period has ended, Allianz Assistance will delete or make your data anonymous whenever they do not have to be stored for a different purpose which may still apply.

There are cases where the law requires data to be processed and stored for a minimum period, for example, for accounting or tax purposes, where the law imposes a storage period of 10 years.

But whenever there is no specific legal obligation, your personal data will be processed for the time needed for the purposes for which they were collected, in accordance with the law in force and with CNPD guidelines and decisions. This is what happens in customer management in connection with an insurance contract, where data will be stored for 5 years, without prejudice to the ordinary limitation period.



## 8. How can you contact us?

If you have any question about how we process your personal data, you can contact us by phoning 210 049 200 (national landline call), or at the following address/email address:

ALLIANZ ASSISTANCE
Data Protection Officer

Av. do Brasil, 56 – 3.º Piso 1700-073 Lisboa

E-mail: <u>dados.pessoais@allianz.com</u>

9. How often do we review our privacy policy?

We review our privacy policy on a regular basis. We will ensure that the latest version of our privacy policy is available on our website.