

DOCUMENTS TO THE PROOF OF INSURANCE

Comprehensive

COVERAGE	WHEN IT APPLIES: COVERAGE SUMMARY	MAXIMUM BENEFIT
Travel Cancellation Insurance	<b>You have to cancel <i>your trip</i> before you depart.</b> Deductible: With rates that include a deductible <i>you</i> will personally bear 10 % of the reimbursable loss; at least 25 € per loss event per person or property.	5,000 € per person
Travel Interruption Insurance	<b>Your travel plans are interrupted while you are on <i>your trip</i>.</b>	5,000 € per person
Travel Delay Insurance	<b>Your travel plans are delayed while you are on <i>your trip</i>.</b> Maximum reimbursement per 24-hour period of delay (minimum required delay: 4 hours)	250 € per person
Baggage Insurance	<b>Your baggage is lost, damaged, or stolen while on <i>your trip</i>.</b>	3,000 € per person,
Baggage Delay Insurance	<b>Your baggage is delayed by an airline, cruise line, or other travel carrier while on <i>your trip</i>.</b> Minimum Required Delay: 24 hours	300 € per person,
Emergency Medical/Dental Coverage Emergency Transportation Coverage	<b>You have to pay for emergency medical or dental treatment while on <i>your trip</i>.</b> <b>Transportation is needed following a medical emergency while on <i>your trip</i>.</b> Maximum benefit for search, rescue and recovery costs: 1,500 € per person and per insured event	300,000 € for medical emergency treatment per person, 300 € for dental emergency treatment per person
Travel Liability Insurance	<b>You are financially liable for damage you cause to a third party or their property while on <i>your trip</i>.</b>	1,000,000 € per person
Travel Accident Insurance	<b>You suffer a death or disability as a result of a travel accident during <i>your trip</i>.</b>	10,000 € per person
Collision Damage Waiver (CDW) – for Passenger Cars	<b>You are charged an excess by your rental car company if your rental car is damaged or stolen while on <i>your trip</i>.</b> The sum insured must be commensurate with the agreed deductible for the collision damage insurance of <i>your rental car agreement</i> .	3,500 €
Travel Assistance	<b>24/7 assistance in case of personal emergencies during <i>your trip</i> and information services during the term of <i>your insurance contract</i></b>	service without cost coverage

The above is only a brief description of the coverage available under *your policy*. Terms, conditions, and exclusions apply to all coverages. Please carefully review *your policy* for complete details. The definitions of the terms in the Definitions section of the *policy* will also apply to this Coverage Summary.

**Important Notices and Definitions**

- **Insurer:** We, AWP P&C S.A., Dutch Branch, trading as Allianz Assistance and/or Allianz Travel are *your* insurer. *Our* main business activity is the insurance of goods and services, including travel insurance.
- **Mode of travel:** valid for all modes of travel
- **Insured duration of travel:** see insurance certificate / travel confirmation / booking confirmation.  
The insurance policies are valid for the duration of the *trip* (from commencement of the *trip* to the time of return); a maximum of 180 days is possible.
- **Notes on the conclusion of insurance:** All travel cover containing travel cancellation insurance, should be purchased at the time of booking the travel. The insurance is only valid for the booked travel as described in the travel confirmation. The insurance cover for the Travel Cancellation Insurance commences upon conclusion of the insurance. For the other insurance lines, the insurance cover begins at the time of commencement of the insured travel, and ends at the agreed point in time. The insurance cover will end at the very latest with the completion of the insured travel. In the following case, the insurance cover will be extended beyond the agreed point in time: if *you* have insured the entire planned *trip*, and the end of the *trip* is delayed for reasons outside of *your* control.
- **PLEASE NOTE: If the insured event occurs, we will only be obliged to provide indemnity if the premium has been paid, or if you, as the policyholder, are not at fault for the non-payment of the premium. You are required to prove this to us.**

## GENERAL CONDITIONS

### WHO WE ARE

We are a Dutch branch of AWP P&C S.A., which has its registered office in Saint-Ouen, France. We also operate under the trading name Allianz Assistance and/or Allianz Travel.

Our business address is:

**AWP P&C S.A., Dutch branch**  
**Poeldijkstraat 4**  
**1059 VM Amsterdam**  
**The Netherlands**

Our postal address is:

**AWP P&C S.A., Dutch branch**  
**PO Box 9444**  
**1006 AK Amsterdam**  
**The Netherlands**

AWP P&C S.A. – Dutch Branch, trading as Allianz Assistance and/or Allianz Travel, is an insurer licensed to act in all EEA countries and operating in freedom of services, with corporate identification No 33094603, and registered at the Dutch Authority for the Financial Markets (AFM) No 12000535

AWP P&C S.A., which has its registered office in 7 rue Dora Maar, Saint-Ouen, France, is authorized by L'Autorité de Contrôle Prudentiel et de Résolution (ACPR) 4 Place de Budapest CS 92459, Paris Cedex 09, France.

### ABOUT THIS POLICY

This *policy* is *our* contract with *you*. 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
2. Particular Conditions
3. Coverage Summary

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 coverage under *your policy*.

### IMPORTANT CONTACT DETAILS

For customer service, please:

**Tel:** +34917877750 (8:00–16:00 CET, Mon.–Fri.)

**E-mail:** [claims.awpeurope@allianz.com](mailto:claims.awpeurope@allianz.com)

For emergency assistance during your trip, please:

**Tel:** +34917877750

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## DEFINITIONS

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

<b>Accident</b>	An unexpected and unintended event that causes <i>injury</i> , property damage, or both.
<b>Accommodation</b>	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.
<b>Adoption proceeding</b>	A mandatory legal proceeding or other meeting required by law to be attended by <i>you</i> as a prospective adoptive parent(s) in order to legally adopt a minor child.
<b>Baggage</b>	Personal property <i>you</i> take with <i>you</i> or acquire on <i>your trip</i> .
<b>Claim</b>	Any fact likely to be covered by this <i>policy</i> . The event, or series of damaging events, is considered to constitute a single <i>claim</i> for the same cause or origin irrespective of the number of claimants or <i>claims</i> made.
<b>Climbing sports</b>	An activity utilizing harnesses, ropes, belays, crampons, or ice axes. It does not include supervised climbing on artificial surfaces intended for recreational climbing.
<b>Cohabitant</b>	A person <i>you</i> currently live with and have lived with for at least 12 consecutive months and who is at least 18 years old.
<b>Computer system</b>	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.
<b>Covered reasons</b>	The specifically named situations or events for which <i>you</i> are covered under this <i>policy</i> .
<b>Cyber risk</b>	Any loss, damage, liability, <i>claim</i> , 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 style="list-style-type: none"> <li>1. 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>2. Any error or omission involving access to, or the processing, use, or operation of any <i>computer system</i>;</li> <li>3. Any partial or total unavailability or failure to access, process, use, or operate any <i>computer system</i>; or</li> <li>4. Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.</li> </ol>
<b>Deductible</b>	The amount, or percentage, of the corresponding compensation for each of the <i>claims</i> that <i>you</i> will be responsible for, and which appears in the Coverage Summary for each of the covers.
<b>Departure date</b>	The originally scheduled date that <i>you</i> have selected to begin travel as shown on <i>your trip</i> itinerary and in <i>your</i> Particular Conditions.
<b>Doctor</b>	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> , or the sick or <i>injured</i> person's <i>family member</i> .
<b>Epidemic</b>	A contagious disease recognized or referred to as an <i>epidemic</i> by a representative of the World Health Organization (WHO) or an official government authority.
<b>Family member</b>	<i>Your</i> : <ol style="list-style-type: none"> <li>1. Spouse (by marriage or common-law couples);</li> <li>2. <i>Cohabitants</i>;</li> <li>3. Parents and stepparents;</li> <li>4. Children, stepchildren, foster children, adopted children, or children currently in the adoption process;</li> <li>5. Siblings;</li> <li>6. Grandparents and grandchildren;</li> <li>7. The following in-laws: mother, father, son, daughter, brother, sister, and grandparent;</li> <li>8. Aunts, uncles, nieces, and nephews;</li> <li>9. Legal guardians and wards; and</li> <li>10. Paid, live-in caregivers.</li> </ol>
<b>First responder</b>	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 <i>accident</i> or emergency to provide aid and relief.
<b>High-altitude activity</b>	An activity that includes, or is intended to include, going above 4500 meters in elevation, other than as a passenger in a commercial aircraft.
<b>High value items</b>	Collectibles, jewellery, watches, gems, pearls, furs, cameras (including video cameras) and related equipment, musical instruments, professional audio equipment, binoculars, telescopes, <i>sporting equipment</i> , mobile devices, smartphones, computers, radios, drones, robots, and other electronics, including parts and accessories for the aforementioned items.
<b>Hospital</b>	An acute care facility that has a primary function of diagnosing and treating sick and <i>injured</i> people under the supervision of <i>doctors</i> . It must: <ol style="list-style-type: none"> <li>1. Be primarily engaged in providing inpatient diagnostic and therapeutic services;</li> <li>2. Have organized departments of medicine and major surgery; and</li> <li>3. Be licensed where required.</li> </ol>
<b>Illegal act</b>	An act that violates law where it is committed.
<b>Injury</b>	Physical bodily harm.
<b>Local public transportation</b>	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 <i>you</i> or a <i>traveling companion</i> less than 150 kilometres.

<b>Mechanical breakdown</b>	A mechanical issue, which prevents the vehicle from being driven normally, including an electrical issue, flat tire, or running out of fluids (except fuel).
<b>Medical escort</b>	A professional person contracted by <i>our</i> medical team to accompany a seriously ill or <i>injured</i> person while they are being transported. A <i>medical escort</i> is trained to provide medical care to the person being transported. This cannot be a friend, <i>traveling companion</i> , or <i>family member</i> .
<b>Medically necessary</b>	Treatment that is required for <i>your</i> illness, <i>injury</i> , or medical condition, consistent with <i>your</i> symptoms, and can safely be provided to <i>you</i> . Such treatment must meet the standards of good medical practice and is not for <i>your</i> or the provider's convenience.
<b>Natural disaster</b>	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.
<b>Pandemic</b>	An <i>epidemic</i> that is recognized or referred to as a <i>pandemic</i> by a representative of the World Health Organization (WHO) or an official government authority.
<b>Policy</b>	The travel insurance contract. The <i>policy</i> includes the General Conditions, the Particular Conditions and the Coverage Summary.
<b>Political risk</b>	Any kind of events, organized resistance or actions intending or implying the intention to overthrow, supplant or change the existing ruler or constitutional government, including but not limited to: <ul style="list-style-type: none"> <li>• Nationalization;</li> <li>• Confiscation;</li> <li>• Expropriation (including Selective Discrimination and Forced Abandonment);</li> <li>• Deprivation;</li> <li>• Requisition;</li> <li>• Revolution;</li> <li>• Rebellion;</li> <li>• Insurrection;</li> <li>• Civil commotion assuming to proportion of or amounting to an uprising;</li> <li>• Military and usurped power.</li> </ul>
<b>Pre-existing medical condition</b>	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> : <ol style="list-style-type: none"> <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> </ol> <p>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>.</p> <p>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</i> policy will be considered a <i>pre-existing medical condition</i>. If <i>you</i> later have to cancel <i>your trip</i> because, for instance, the sprained knee now requires surgery, or because <i>your</i> recovery is taking longer than expected, or for any other reason arising out of the knee sprain, this would be considered a <i>pre-existing medical condition</i>.</p>
<b>Premium</b>	It's the price of insurance. The <i>premium</i> receipt will contain the legally applicable surcharges and taxes such as insurance <i>premium</i> tax and Insurance Compensation Consortium surcharges.
<b>Primary residence</b>	<i>Your</i> permanent, fixed home address for legal and tax purposes.
<b>Quarantine</b>	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.
<b>Reasonable and customary costs</b>	The amount usually charged for a specific service in a particular geographic area. The charges must be appropriate to the availability and complexity of the service, the availability of needed parts/materials/supplies/equipment, and the availability of appropriately-skilled and licensed service providers.
<b>Refund</b>	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.
<b>Rental Car</b>	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> .
<b>Rental car agreement</b>	The contract issued to <i>you</i> by the <i>rental car</i> 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 <i>rental car</i> company.
<b>Return date</b>	The originally scheduled date that <i>you</i> have selected to end <i>your trip</i> as shown on <i>your</i> travel itinerary and in <i>your</i> Particular Conditions.
<b>Service animal</b>	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.
<b>Severe weather</b>	Hazardous weather conditions including but not limited to windstorms, hurricanes, tornados, fog, hailstorms, rainstorms, snow storms, or ice storms.

<b>Terrorist event</b>	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 <i>your</i> country of residence, and is committed for political, religious, ethnic, ideological or similar 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 general civil disorder or unrest, protest, rioting, <i>political risk</i> , or acts of war.
<b>Traffic Accident</b>	An unexpected and unintended traffic-related event, other than <i>mechanical breakdown</i> , that causes <i>injury</i> , property damage, or both.
<b>Travel carrier</b>	A company licensed to commercially transport passengers between cities for a fee by land, air, or water. It does not include: <ol style="list-style-type: none"> <li>1. Rental vehicle companies;</li> <li>2. Private or non-commercial transportation carriers;</li> <li>3. Chartered transportation, except for group transportation chartered by <i>your</i> tour operator; or</li> <li>4. <i>Local public transportation</i>.</li> </ol>
<b>Travel supplier</b>	A travel agent, tour operator, airline, cruise line, hotel, railway company, or other travel service provider.
<b>Traveling companion</b>	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.
<b>Trip</b>	<i>Your</i> travel to, within, and/or from a location away from <i>your primary residence</i> , which is originally scheduled to begin on <i>your departure date</i> and end on <i>your return date</i> . It 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 180 days. The territorial scope of <i>your</i> destination will be stated in the Particular Conditions of the <i>policy</i> .
<b>Uninhabitable</b>	A <i>natural disaster</i> , fire, flood, burglary, storm, or vandalism has caused enough damage (including extended loss of power, gas, or water) to make a reasonable person find their home or destination inaccessible or unfit for use.
<b>We, Us, or Our</b>	AWP P&C S.A. – Dutch Branch, trading as Allianz Assistance and/or Allianz Travel
<b>You or Your</b>	All persons resident in Spain who appear as insured persons in the Particular Conditions.

## WHEN YOUR COVERAGE BEGINS AND ENDS

You are only eligible for coverage if we accept your request for insurance. Your policy's coverage effective date and coverage end date are indicated in your Particular Conditions. The policy is effective the day 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, subject to its terms, conditions, and exclusions.

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

Your policy ends on the coverage end date listed in your Particular Conditions. 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 scheduled return date for your trip, as shown on your travel documents (not exceeding 180 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; or
2. At 23:59 on the day you file a trip cancellation claim with us;
3. At 23:59 on the day you end your trip, if you end your trip early;
4. At 23:59 on the day you arrive at a medical facility for further care if you end your trip due to a medical reason; or
5. At 23:59 on the 180<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.

## DESCRIPTION OF COVERAGES

In this section, we will describe the many different types of insurance coverage, 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 cancelled or rescheduled for a covered reason listed below, we will reimburse you for your non-refundable trip payments, deposits, cancellation fees, and change fees costs to rebook your transportation (less available refunds), up to the maximum benefit for trip cancellation coverage, and with the deductible, listed in your Coverage Summary. Please note that this coverage only applies before you have left for your trip.

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 conditions apply:

- a. A doctor advises you or a traveling companion to cancel your trip before you cancel it.

2. A family member who is not traveling with you becomes ill or injured, or develops a medical condition (including being diagnosed with an epidemic or pandemic disease such as COVID-19).

The following condition applies:

- a. The illness, injury, or medical condition must be considered life threatening by a doctor, or require hospitalization.

3. You, a traveling companion, family member, or your service animal dies on or after your policy's Coverage Effective Date and before your trip.

4. You or a traveling companion is quarantined before your trip due to having been exposed to:

- a. A contagious disease other than an epidemic or pandemic; or
- b. An epidemic or pandemic (such as COVID-19), but only when the following conditions are met:
  - i. The quarantine is specific to you or a traveling companion, meaning that you or a traveling companion must be specifically and individually designated by name in an order or directive to be placed in quarantine due to an epidemic or pandemic; and

- ii. The *quarantine* does not apply generally or broadly (a) to some segment or all of a population, geographical area, building, or vessel (including shelter-in-place, stay-at-home, safer-at-home, or other similar restriction), or (b) based on to, from, or through where the person is traveling. This condition (ii) applies even if the *quarantine* order or directive specifically designates *you* or a *traveling companion* by name to be *quarantined*.

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

One of the following conditions must apply:

- a. *You* or a *traveling companion* need medical attention; or
- b. *Your* or a *traveling companion's* vehicle needs to be repaired because it is not safe to operate.

- 6. *You* are legally required to attend a legal proceeding during *your trip*.

The following condition applies:

- a. The attendance is not in the course of *your* occupation (for example, if *you* are attending in *your* capacity as an attorney, court clerk, expert witness, law enforcement officer, or other such occupation, this would not be covered).

- 7. *Your primary residence* becomes *uninhabitable*.

- 8. *Your travel carrier* cannot get *you* to *your* original itinerary's destination for at least 24 consecutive hours from the originally scheduled arrival time due to one of the following reasons:

- A. A *natural disaster*; or
- B. *Severe weather*.

However, if *you* can get to *your* original destination another way, *we* will reimburse *you* for the following, up to *your policy's* trip cancellation coverage maximum benefit:

- i. The necessary cost of the alternative transportation, less available *refunds*; and
- ii. The cost of any lost prepaid *accommodations* caused by *your* delayed arrival, less available *refunds*.

The following condition applies:

- a. Alternate transportation arrangements must be in a similar or lower class of service as *you* were originally booked with *your travel carrier*.
- b. Coverage for a strike does not apply when the striking workers are employed by the *travel carrier*, or an affiliate of the *travel carrier*, from which *you* purchased *your policy*.

- 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 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 kilometres 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 *traveling 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*, 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.

- 15. *You* or a *traveling companion* is medically unable to receive an immunization required for entry into a destination.

- 16. *Your* or *travel companion's* travel documents required for the *trip* are stolen.

The following condition applies:

- a. *You* must provide evidence of *your* efforts to obtain replacement documents that would allow *you* to keep the originally scheduled *trip* dates.

## **B. TRIP INTERRUPTION COVERAGE**

If *you* have to interrupt *your trip* or end it early due to one or more of the *covered reasons* listed below, *we* will reimburse *you*, less available *refunds*, up to the maximum benefit for trip interruption coverage, and the *deductible* listed in *your* Coverage Summary, for:

- i. The prorated portion of *your* insured unused non-refundable *trip* payments and deposits.



- ii. Additional *accommodation* fees *you* are required to pay, if *you* prepaid for shared *accommodations* and *your traveling companion* has to interrupt their *trip*.
- iii. Necessary transportation expenses *you* incur to continue *your trip* or return to *your primary residence*.  
We will reimburse *you* either for the new return *travel carrier* ticket to *your primary residence* or for the non-refundable portion of *your* original return ticket, but not both.
- iv. Additional *accommodation* and transportation expenses if the interruption causes *you* to stay at *your* destination (or the location of the interruption) longer than originally planned. **There is a per policy maximum of €100 per day for 5 days.**

**IMPORTANT:** *You* must notify all of *your travel suppliers* within 48 hours of discovering that *you* will need to interrupt *your trip* (this includes being advised to interrupt *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* interrupt *your trip* (including being diagnosed with an *epidemic* or *pandemic* disease such as COVID-19).

The following conditions apply:

- a. A *doctor* must either examine or consult with *you* or the *traveling companion* before *you* make a decision to interrupt the *trip*.
- b. *You* must not have travelled against *your* home country's government advice or against local authority advice at *your trip* destination.

- 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 during *your trip*.

- 4. *You* or a *traveling companion* is *quarantined* 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*.

- 5. *You* or a *traveling companion* is in a *traffic accident*.

One of the following conditions must apply:

- a. *You* or a *traveling companion* needs medical attention; or
- b. The 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. *Your travel carrier* cannot get *you* to *your* original itinerary's destination for at least 24 consecutive hours from the originally scheduled arrival time due to one of the following reasons:

- A. A *natural disaster*; or
- B. *Severe weather*.

However, if *you* can get to *your* original destination another way, *we* will reimburse *you* for the following, up to *your policy's* maximum trip interruption coverage maximum benefit:

- i. The necessary cost of alternate transportation, less available *refunds*; and
- ii. The cost of any lost prepaid *accommodations* caused by *your* delayed arrival, less available *refunds*.

The following conditions apply:

- a. Alternate transportation arrangements must be in a similar or lower class of service as *you* were originally booked with *your travel carrier*.
- b. Coverage for a strike does not apply when the striking workers are employed by the *travel carrier*, or an affiliate of the *travel carrier*, from which *you* purchased *your policy*.

9. You or a *traveling 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.
10. You or a *traveling companion* is a traveller on a hijacked aircraft, train, vehicle, or vessel.
11. 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.
12. You miss at least 50% of the length of *your trip* due to one of the following:
  - A. A *travel carrier* delay (this does not include a *travel carrier's* cancellation prior to *your departure date*);
  - B. A strike, unless threatened or announced prior to the purchase of *your policy*;
  - C. A *natural disaster*;
  - D. Roads are closed or impassable due to *severe weather*;
  - E. Lost or stolen travel documents that are required and cannot be replaced in time for continuation of *your trip*;
    - i. You must provide evidence of your efforts to obtain replacement documents;
  - F. Civil disorder.
13. 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 *your* refusal or failure to comply with rules or requirements to travel or of entry to *your destination*.

### C. 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 local transportation, subject to a daily (24 hours) limit listed in *your Coverage Summary*;
- ii. If the delay causes you to miss the departure of *your cruise* or tour, necessary transportation expenses to either help you re-join 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;
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, unless it is a *terrorist event*;
7. Civil disorder, unless it rises to the level of *political risk*;
8. A *traffic accident*; or
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 *your* refusal or failure to comply with rules or requirements to travel or of entry to *your destination*.

### D. BAGGAGE COVERAGE

If your *baggage* is lost, damaged, or stolen while you are on *your trip*, we will pay you, less available *refunds*, the lowest of the following, up to the maximum benefit listed for *baggage* loss in *your Coverage Summary*:

- i. Cost to repair the damaged *baggage*; or

- ii. Cost to replace the lost, damaged, or stolen *baggage* at the current market price for the same or similar item, reduced by 10% for each full year of use since the original purchase date, up to the maximum of 50% reduction.

NOTE: For *high value items*, there is a maximum compensation limit in the Coverage Summary.

The following conditions apply:

- a. You have taken necessary steps to keep *your baggage* safe and intact and to recover it;
- b. You have filed and retained a copy of a report giving a description of the property and its value with the appropriate local authorities, *travel carrier*, hotel, or tour operator within 24 hours of discovery of the loss;
- c. You must file and retain a copy of a police report in case of theft of *high-value items*;
- d. You must provide original receipts or another proof of purchase for the lost, damaged, or stolen items. **For items without an original receipt or a proof of purchase, we will cover up to 50% of the cost to replace the lost, damaged, or stolen item with the same or similar item;** and
- e. You must report theft or loss of a cellular device to *your* network provider and request to block the device.

The following items are not covered:

- 1. **Animals, including remains of animals;**
- 2. **Cars, motorcycles, motors, aircraft, watercraft, and other vehicles and related accessories and equipment;**
- 3. **Bicycles, skis, and snowboards (except while they are checked with a *travel carrier*);**
- 4. **Hearing aids, prescription eyewear, and contact lenses;**
- 5. **Artificial teeth, prosthetics, and orthopaedic devices;**
- 6. **Wheelchairs and other mobility devices;**
- 7. **Consumables, medicines, medical equipment/supplies, and perishables;**
- 8. **Tickets, passports, deeds, blueprints, stamps, and other documents;**
- 9. **Money, currency, credit cards, notes or evidences of debt, negotiable instruments, travel cheques, securities, bullion, and keys;**
- 10. **Rugs and carpets;**
- 11. **Antiques and art objects;**
- 12. **Fragile and brittle items;**
- 13. **Firearms and other weapons, including ammunition;**
- 14. **Intangible property, including software and electronic data;**
- 15. **Property for business or trade;**
- 16. **Property *you* do not own;**
- 17. ***High value items* stolen from a car, locked or unlocked;**
- 18. ***Baggage* while it is:**
  - a. **Shipped, unless with *your travel carrier*;**
  - b. **In or on a car trailer;**
  - c. **Unattended in an unlocked motor vehicle; or**
  - d. **Unattended in a locked motor vehicle, unless *baggage* cannot be seen from the outside; and**
- 19. ***Baggage* that is misplaced, forgotten, or lost while in *your* possession.**

## E. BAGGAGE DELAY COVERAGE

If *your baggage* is delayed by a *travel supplier* during *your trip*, we will reimburse *you* for expenses *you* incur for the essential items *you* need until *your baggage* arrives, up to the maximum benefit shown in *your* Coverage Summary for *baggage* delay.

The following conditions apply:

- a. *Your baggage* must be delayed for at least the Minimum Required Delay listed under *baggage* delay in *your* Coverage Summary.

## F. EMERGENCY MEDICAL/DENTAL COVERAGE ABROAD

If *you* receive emergency medical or dental care while *you* are on *your trip* abroad for one of the following *covered reasons*, we will reimburse the *reasonable and customary costs* of that care for which *you* are responsible, up to the maximum benefit, and with the *deductible*, listed for emergency medical/dental coverage in *your* Coverage Summary (dental care is subject to the maximum sublimit listed for dental care):

- 1. While on *your trip* abroad, *you* have a sudden, unexpected illness, *injury*, or medical condition that could cause serious harm if it is not treated before *your* return home (including being diagnosed with an *epidemic* or *pandemic* disease such as COVID-19).
- 2. While on *your trip* abroad, *you* have a dental *injury* or infection, a lost filling, or a broken tooth that requires treatment.

If *you* need to be admitted to a *hospital* as an inpatient, we may be able to guarantee or advance payments, where accepted, up to the limit of *your* emergency medical/dental coverage.

**IMPORTANT: Services not requested during the *trip*, except in cases of force majeure, or services not organized by us will not entitle *you* to *refunds* or compensation of any kind. The right of reimbursement only applies to the coverage whose possibility is contemplated in this *policy*. Any payments *you* receive from any other insurance provider, or any other entity, will be deducted from *your claim*.**

The following conditions and exclusions apply:

- a. The care must be *medically necessary* to treat an emergency condition, and such care must be provided by a *doctor*, dentist, *hospital*, or other provider authorized to practice medicine or dentistry.
- b. This coverage will not pay for any care provided after *your* coverage ends.

- c. This coverage will not pay for any care for any illness, *injury*, or medical condition that did not originate during *your trip* abroad;
- d. This coverage will not pay for non-emergency care or services in general and the following care and services in particular:
  - 1. Elective cosmetic surgery or care;
  - 2. Annual or routine exams;
  - 3. Long-term care;
  - 4. Allergy treatments (unless life threatening);
  - 5. Exams or care related to or loss of/damage to hearing aids, dentures, eyeglasses, and contact lenses;
  - 6. Physical therapy, rehabilitation, or palliative care (except as necessary to stabilize *you*);
  - 7. Experimental treatment; and
  - 8. Any other non-emergency medical or dental care.
- e. *You* must not have traveled against the orders or advice of any government or other public authority at any location to, from, or through which *you* are traveling on *your trip*.

## G. EMERGENCY TRANSPORTATION COVERAGE

### IMPORTANT:

- If *your* emergency is immediate and life threatening, seek local emergency care at once.
- We are not, and shall not be deemed to be, a provider of medical or emergency services.
- We act in compliance with all national and international laws and regulation, and *our* services are subject to approvals by appropriate local authorities and active travel & regulatory restrictions.

### Emergency Evacuation (Transporting *you* to the nearest appropriate medical facility)

If *you* become seriously ill or *injured* or develop a medical condition (including being diagnosed with an *epidemic* or *pandemic* disease such as COVID-19) while on *your trip*, we will pay for local emergency transportation from the location of the initial incident to a local *doctor* or local medical facility. If we determine that the local medical facilities are unable to provide appropriate medical treatment:

- 1. *Our* medical team will consult with the local *doctor* to obtain information necessary to make appropriate decisions regarding *your* overall medical condition;
- 2. We will identify the closest appropriate available *hospital* or other appropriate available facility, make arrangements to transport *you* there, and pay for that transport; and
- 3. We will arrange and pay for a *medical escort* if we determine one is necessary.

The following conditions apply to items 1, 2, and 3 above:

- a. *You* or someone on *your* behalf must contact us, and we must make all transportation arrangements in advance. If we did not authorize and arrange the transportation, we will only pay up to what we would have paid if we had made the arrangements. We will not assume any responsibility for any transportation arrangements that we did not authorize or arrange;
- b. All decisions about *your* evacuation must be made by medical professionals licensed in the countries where they practice;
- c. *You* must comply with the decisions made by *our* assistance and medical teams. If *you* do not comply, *you* effectively relieve us from any responsibility and liability for the consequences of *your* decisions, and we reserve the right to not provide coverage;
- d. One or more emergency transportation providers must be willing and able to transport *you* from *your* current location to the identified *hospital* or facility;
- e. *You* must not have traveled against the orders or advice of any government or other public authority at any location to, from, or through which *you* are traveling on *your trip*.

### Medical Repatriation (Getting *you* home after *you* receive care)

If *you* become seriously ill or *injured* or develop a medical condition (including being diagnosed with an *epidemic* or *pandemic* disease such as COVID-19) while on *your trip* and *our* medical team confirms with the treating *doctor* that *you* are medically stable to travel, we will:

- 1. Arrange and pay for *you* to be transported via a commercial transportation carrier in the same class of service that *you* originally booked, unless otherwise *medically necessary*, for the return leg of *your trip*, less available *refunds* for unused tickets. The transportation will be to one of the following:
  - a. *Your primary residence*;
  - b. A location of *your* choice in *your* country of residence; or
  - c. A medical facility near *your primary residence* or in a location of *your* choice in *your* country of residence. In either case, the medical facility must be willing and able to accept *you* as a patient and must be approved by *our* medical team as medically appropriate for *your* continued care.
- 2. Arrange and pay for a *medical escort* if *our* medical team determines that one is necessary.  
The following conditions apply:
  - a. Special accommodations must be *medically necessary* for *your* transportation (for example, if more than one seat is *medically necessary* for *you* to travel);
  - b. *You* or someone on *your* behalf must contact us, and we must make all transportation arrangements in advance. If we did not authorize and arrange the transportation, we will only pay up to what we would have paid if we had made the arrangements. We will not assume any responsibility for any transportation arrangements that we did not authorize or arrange;
  - c. All decisions about *your* repatriation must be made by medical professionals licensed in the countries where they practice;
  - d. *You* must comply with the decisions made by *our* assistance and medical teams. If *you* do not comply, *you* effectively relieve us from any responsibility and liability for the consequences of *your* decisions, and we reserve the right to not provide coverage;
  - e. One or more emergency transportation providers must be willing and able to transport *you* from *your* current location to *your* chosen destination;

- f. You must not have traveled against the orders or advice of any government or other public authority at any location to, from, or through which you are traveling on your trip. You must not have travelled against the orders or advice of any government or other public authority at any location to, from, or through which you are traveling on your trip.

#### **Transport to Bedside (Bringing a friend or family member to you)**

If you are told by the treating doctor that you will be hospitalized for more than 72 hours or that your condition is life-threatening during your trip, we will arrange and pay for round-trip transportation in economy class on a travel carrier for one friend or family member to stay with you.

The following condition applies:

- a. You or someone on your behalf must contact us, and we must make all transportation arrangements in advance. If we did not authorize and arrange the transportation, we will only pay up to what we would have paid if we had made the arrangements. We will not assume any responsibility for any transportation arrangements that we did not authorize or arrange.

#### **Return of Dependents (Getting minors and dependents home)**

If you die or are told by the treating doctor you will be hospitalized for more than 24 hours during your trip, we will arrange and pay to transport your traveling companions who are under the age of 18, or dependents requiring your full-time supervision and care to one of the following:

1. Your primary residence; or
2. A location of your choice in your country of residence.

We will arrange and pay for an adult family member to accompany your traveling companions who are under the age of 18 or dependents requiring your full-time supervision and care, if we determine that it is necessary.

Transportation will be on a travel carrier in the same class of service that was originally booked. Available refunds for unused tickets will be deducted from the total amount payable.

The following conditions apply:

- a. This benefit is only available while you are hospitalized, or if you die, and if you do not have an adult family member traveling with you that is capable of caring for the traveling companions under the age of 18 or dependents;
- b. You or someone on your behalf must contact us, and we must make all transportation arrangements in advance. If we did not authorize and arrange the transportation, we will only pay up to what we would have paid if we had made the arrangements. We will not assume any responsibility for any transportation arrangements that we did not authorize or arrange.

#### **Repatriation of Remains (Getting your remains home)**

We will arrange and pay for the reasonable and necessary services and supplies to transport your remains to one of the following:

1. A funeral home near your primary residence; or
2. A funeral home located in your country of residence.

The following conditions apply:

- a. Someone on your behalf must contact us, and we must make all transportation arrangements in advance. If we did not authorize and arrange the transportation, we will only pay up to what we would have paid if we had made the arrangements. We will not assume any responsibility for any transportation arrangements that we did not authorize or arrange; and
- b. The death must occur while on your trip.

If a family member decides to make funeral, burial, or cremation arrangements for you at the location of your death, we will reimburse the necessary expenses up to the amount it would have cost us to transport your remains to a funeral home near your primary residence.

#### **Search and Rescue**

We will pay the cost of search and rescue activities by a professional rescue team, up to the maximum benefit listed for search and rescue coverage in your Coverage Summary, if you are reported missing during your trip or have to be rescued from a physical emergency.

## **H. PERSONAL LIABILITY COVERAGE**

### **IMPORTANT:**

If you are hiring or using a motorised or mechanical vehicle or machinery while on your trip, you must make sure that you get the necessary insurance from the hire company or owner. We do not cover this under our conditions for beneficiaries.

If you are legally liable for something you do that results in one of the following, we will pay up to the amount shown in the Benefits Summary, plus any other costs we agree to in writing:

1. Bodily injury to any person, except you, a family member or a travelling companion.
2. Loss of or damage to property which you do not own and which you or a family member have not hired, loaned or borrowed.
3. Loss of or damage to the accommodation you are using on your trip that does not belong to you or a family member.

The following cover exclusions apply:

1. Any liability for something which:
  - a. is suffered by anyone employed by you or a family member and is caused by the work they are employed to do;
  - b. is caused by something you deliberately did;
  - c. is caused by something you deliberately did not do, but should have;
  - d. is caused by your employment (while you are working or not) or the employment of a family member;
  - e. is caused by you using any firearm or weapon;
  - f. is caused by any animal you own, look after or control; or

- g. *you* agree to take responsibility for, if *you* would not have otherwise been held responsible for it.
- 2. Any contractual liabilities.
- 3. Any liability for bodily injury suffered by *you*, a *family member* or a *travelling companion*.
- 4. Compensation or other costs caused by accidents arising from *you* owning, hiring or using:
  - a. any land or building (except for *you* staying in the *accommodation you* are using on *your trip*);
  - b. motorised or mechanical vehicles and any trailers attached to them; or
  - c. aircraft, motorised watercraft or sailing vessels.

The following conditions apply:

- 1. *You* must give *us* a detailed account of the circumstances surrounding the *claim*, including photographs and video evidence (if appropriate).
- 2. *You* must give *us* any writ, summons or other correspondence *you* receive from a third party. (Please note that *you* should not admit liability, offer to make any payment or correspond with any third party without our permission in writing.)
- 3. *You* must give *us* full details of any witnesses and any written statements, if possible.

## I. TRAVEL ACCIDENT COVERAGE

If *you* have an accident during *your trip* that causes physical bodily injury to *you*, we will pay *you* or *your* heirs or to a beneficiary designated by *you* up to the amount shown in the Coverage Summary if the accident results in one of the following:

- 1. Your death within one year of the accident; or
- 2. Your *permanent disability* within one year after the accident

IMPORTANT:

- a. Compensation under this cover will not be paid to beneficiaries who either caused the *accident* or are convicted in court for *your* murder or for causing *your* permanent disability.

In addition to the general program exclusions that apply to all covers, this *policy* will not provide coverage for accidents directly or indirectly caused by the following:

- 1. Operating motorcycles with 125 cm3 or bigger engine displacement;
- 2. Performing manual labour as a part of *your* occupation; or
- 3. Participation in military exercises.

## J. COLLISION DAMAGE WAIVER (CDW)

**IMPORTANT: This coverage does not replace any vehicle coverage mandated by law, does not provide bodily *injury* and property damage liability insurance and does not comply with any financial responsibility law or any other law mandating motor vehicle coverage.**

If *your rental car* is stolen or damaged during the scheduled rental period and while on *your trip*, we will pay *you* up to the maximum benefit listed for *Rental Car* Damage and Theft Coverage in *your* Coverage Summary:

- i. The specified excess, *deductible* or damage liability fee *you* are liable to pay under *your rental car agreement*.

The following conditions apply:

- a. If the *rental car* is damaged while being operated, the driver at the time the damage occurs must be listed on the *rental car agreement*;
- b. *You* must file a report with the *rental car* company, either within 24 hours of the loss or damage or when *you* return the *rental car* (whichever comes first); and
- c. If the *rental car* is stolen, *you* must promptly notify the police.

*Rental cars* do not include:

- 1. Vehicles used for peer-to-peer car sharing;
- 2. Trucks or moving vans;
- 3. Campers, trailers, or recreational vehicles;
- 4. Motorcycles, motorbikes, snowmobiles, kit-cars, or all-terrain vehicles;
- 5. Vehicles when used off-road;
- 6. Vehicles that are more than 10 years old;
- 7. Vehicles that seat more than nine persons, including the driver;
- 8. Vehicles that do not have to be licensed or are not legal where used;
- 9. Vehicles that are rented for commercial or for-hire purposes, including limousines; and
- 10. Vehicles that have a manufacturer's suggested retail price of more than EUR 75,000.

*You* are not covered for any loss that results directly or indirectly from any of the following specific exclusions:

- 1. Any obligation *you* assume under any agreement, (e.g. *you* pay for the car rental agency's supplemental insurance), except a collision or comprehensive *deductible* for *your* primary insurance;
- 2. Violating the *rental car agreement*;
- 3. Leases or rentals for 30 consecutive days or longer;
- 4. *Rental car's* loss of value; or
- 5. *Mechanical breakdown* or ordinary wear and tear;

## K. 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.

### **Emergency Message Delivery**

We can assist you in getting an urgent message to someone back home.



## GENERAL EXCLUSIONS

This section describes the general exclusions applicable to all coverage 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 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 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. A mental or nervous health disorder, such as Alzheimer’s disease, anxiety, dementia, depression, neurosis, psychosis, or their related physical symptoms. This exclusion applies only to trip cancellation coverage and trip interruption coverage;
7. 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;
8. Acts committed with the intent to cause loss;
9. Operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft or commercial vehicle or commercial watercraft;
10. Participating in or training for any professional or semi-professional sporting competition;
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*, or a *family member* is the victim of such act;
13. An *epidemic* or *pandemic*, except when an *epidemic* or *pandemic* is expressly referenced in and covered under trip cancellation coverage, trip interruption coverage or emergency medical/dental coverage;
14. *Natural disaster*, except as expressly 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 (declared or undeclared) or acts of war;
18. Military duty, except as expressly covered under trip cancellation coverage or trip interruption coverage;
19. Civil disorder or unrest, except when civil disorder or unrest is expressly referenced in and covered under trip interruption coverage or travel delay coverage;
20. *Terrorist events*, except when *terrorist events* are expressly referenced in and covered under trip cancellation coverage, trip interruption coverage, or travel delay coverage. This exclusion does not apply to emergency medical or emergency transportation coverage.
21. *Political risk*;
22. *Cyber risk*;
23. Acts, travel alerts/bulletins, or prohibitions by any government or public authority, except as expressly 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. *Travel supplier* restrictions on any *baggage*, including medical supplies and equipment;
26. Ordinary wear and tear or defective materials or workmanship;
27. An act of gross negligence by *you* or a *traveling companion*;
28. *Your intent to receive health care or medical treatment of any kind while on your trip*; or
29. Travel against the orders or advice of any government or other public authority.

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.

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

1. *Your travel carrier* tickets do not show travel date(s); or
2. The travel dates in *your* Particular Conditions do not represent *your* actual travel dates (does not apply to insurance purchased with a one-way booking).



## CLAIMS INFORMATION

To make a *claim*, please visit the website at [www.allianz-protection.com](http://www.allianz-protection.com). This will lead you to our online *claims* notification service where you can fill in an online *claim* form.

You can also get a claim form by:

- phoning +34917877750
- sending an email to [claims.awpeurope@allianz.com](mailto:claims.awpeurope@allianz.com);

You should fill in the *claim* form and send it to us as soon as possible with all the information and documents we ask for. You must give us as much detail as possible so we can handle your *claim* quickly. Please keep copies of all the information you send us.

You will need to obtain some information to support your *claim*. Below is a list of actions you will need to take and documents we will need in order to deal with your *claim*. Further information and/or evidence may be required by us after your *claim* has been submitted. If this is the case, we will inform you as quickly as possible.

### For all claims

- Your original *trip* booking invoice(s) and travel documents showing the dates and times of travel.
- Original receipts and accounts for all out-of-pocket expenses you have to pay.
- Original bills or invoices you are asked to pay.
- Details of any other insurance you may have that may cover the same loss, such as household or private medical.
- As much evidence as possible to support your *claim*.

### Trip Cancellation

- Original cancellation invoice(s) detailing all cancellation charges incurred.
- For *claims* relating to illness or *injury* a medical certificate will need to be completed by the treating *doctor*. A certified copy of the death certificate is required in the event of death.
- If your *claim* results from any other circumstances, please provide independent evidence of these circumstances.

### Trip Interruption

- Your original booking invoice(s) showing your revised time and *date of departure* and detailing whether any *refunds* can be provided.
- For *claims* relating to illness or *injury* a medical certificate will need to be completed by the treating *doctor*. A copy of the death certificate is required in the event of death.
- If your *claim* results from any other circumstances, please provide independent evidence of these circumstances.

### Travel Delay

- Written confirmation from the airline, rail company, shipping line or their handling agent of the scheduled and actual departure times and why the departure was delayed.
- Detailed account of the circumstances causing you to miss your departure together with supporting evidence from the public transport provider or *accident* / breakdown authority attending the private vehicle you were travelling in.
- If your *claim* results from any other circumstances, please provide independent evidence of these circumstances.

### Baggage

- Report the theft, damage or loss to the police within 24 hours of discovery and ask them for a written police report.
- If applicable, you should also report the theft, damage or loss to your *travel carrier*, tour operator, handling agent or accommodation manager and ask for a written report.
- For delays losses and damage whilst in the care of a *travel carrier*, report this as soon as possible and obtain a written report from them. For airlines specifically, you must obtain a Property Irregularity Report (PIR) from the airline or their handling agent. This should be done within 7 days of any delay, loss or damage. You then have 21 days to write to the airline confirming the details of any essential replacement items purchased.
- Original receipts, vouchers or other suitable evidence of purchase / ownership / value for lost, stolen or damaged *baggage*.
- Keep any damaged items as we may need to inspect them. If we make a payment or we replace an item, the item will then belong to us.
- Obtain an estimate for repair for all damaged items.
- Block lost or stolen mobile phones with your network provider and obtain written confirmation of this action from them.

### Baggage Delay

- Report the loss to the *travel carrier* and obtain a written report from them. For airlines, you must obtain a Property Irregularity Report (PIR) from the airline or their handling agent. This should be done within 7 days of any delay, loss or damage. You then have 21 days to write to the airline confirming the details of any essential replacement items purchased.
- Original receipts, vouchers or other suitable evidence of purchase for essential replacement items.

### Emergency Medical/Dental Coverage abroad and Transportation Coverage

- Always contact our 24-hour emergency medical service +34917877750 when you are *hospitalised*, require repatriation or where medical fees are likely to exceed €500.
- Medical evidence from the treating doctor to confirm the illness or *injury* and treatment given, including hospital admission and discharge dates, if this applies.

### Personal Liability

- A detailed account of the circumstances surrounding the *claim(s)*, including photographs and video evidence (if this applies).
- Any writ, summons or other correspondence received from any third party. Please note that you should not admit liability, offer to make any payment or correspond with any third party without our written consent.
- Full details of any witnesses, providing written statements where available.

**Travel Accident**

- A detailed account of the circumstances surrounding the *claim(s)*, including photographs and video evidence (if this applies).
- Medical certificate initially indicating the nature and probable consequences of the *injuries*.
- Make all measures to limit the consequences of the *accident*.

**Collision Damage Waiver (CDW)**

- Please check the *rental car* for any pre-existing damage and make sure that it is adequately documented. Please report theft and other criminal offences as well as *accidents* on the road immediately to the rental car company and the nearest police station.
- Get a copy of the police report, including the police accident report, if applicable, or at least a confirmation that *you* have raised a *claim*. In case of damage, please send *us* the following documents:
  - the complete *rental car agreement* and / or booking confirmation
  - The rental car company's settlement statement for the deductible, including evidence of the amount of the loss (cost estimate / repair bill)
  - *Your* own description of the damage and / or the certificate of reporting to the police, if available
  - Records of hand-over and return

**Subject Matter of Insurance**

It will consist of making help available to *you* when *you* are in difficulties when traveling or absent from *your* home or main place of residence as a result of a fortuitous event in the cases and under the conditions set out in this *policy*.

**Right of withdrawal in distance contracts**

In the event that *you* have taken out insurance remotely, *we* inform *you* that if the insurance has a duration of more than one month, *you* may withdraw from this contract within fourteen calendar days from the date of the contract, provided that the contract has not been executed prior to the exercise of this right. To exercise *your* right of withdrawal, *you* must send an email to [contract.awpeurope@allianz.com](mailto:contract.awpeurope@allianz.com).

Please be aware that *you* cannot cancel this *policy* if *you* have made a *claim* or have already started the *trip*.

**Premium Payment**

*You* are obliged to pay the *premium* at the time of formalizing the *policy* and in any case before the start of the *trip*. If, through *your* fault, the *premium* has not been paid, *we* are entitled to terminate the contract or demand payment of the *premium* due. In any case, if the *premium* has not been paid before the *claim* occurs, *we* are not obliged to cover it, unless *you* are not responsible for the non-payment. In the event that *we* decide to cancel *your policy*, *we* will notify *you* in writing.

**Multiple Insurance**

If *you* have more than one insurance *policy* covering the same damage, *you* must report the incident to only one Insurer and provide them with details of any other insurance policies, so that they can contact these Insurers and manage the contribution of each one.

**Termination**

*We* may have the right to terminate the *policy* or change the terms of the *policy* if *you*:

- acted dishonestly or provided incomplete information when taking out the insurance *policy*;
- deliberately misrepresented or failed to disclose facts when filing a complaint or reporting an incident;
- has committed or attempted to commit fraud;
- has deceived *us* or tried to deceive *us*.

In the event that *we* choose to terminate or change *your* insurance *policy*, *we* will notify *you* in writing.

**False or not precise explanations**

*You* must provide *us* with complete and accurate information when *you* purchase the *policy* and when *you* report the incident. *We* cannot provide assistance or coverage if *you* give *us* incorrect or incomplete information. This includes not cooperating or not passing on important information or not communicating changes.

**Negligence**

If *you* or anyone acting on *your* behalf reports a false or fraudulent incident or supports it with a false or fraudulent statement relating to risk or documentation, *you* will lose all benefits and *premiums* *you* have paid for the *policy*. *We* may also recover the cost of any covered incident which *we* have resolved under this *policy* which *we* subsequently discover to be fraudulent. If *you* provide *us* with fraudulent information, false statements or documents, *we* may record this fact in anti-fraud databases and may also notify other organizations. If it is necessary for *you* to make a change to the cover or details of the insured item after the commencement of the *policy*, and *we* accept this, this change will be subject to an additional *premium* recalculated to accommodate the change. Gross negligence on *your* part shall entitle *us* to reduce the benefit in proportion to the degree of fault.

**Communication**

Please use the contact details provided in *your policy* to contact *us*. Communications will be made primarily by email or through *our* website. The transmission of data via unencrypted e-mails may entail a considerable security risk, such as data disclosure due to unauthorized access by third parties, data loss, virus transmission, transmission errors, etc. *You* are solely responsible for the status of *your* email inbox. *Your* email inbox should, in particular, be able to receive documents with attachments up to 5 mb at all times and correspondence from *us* should not be filtered into *your* spam folder.

**Policy Amendments**

Any amendment to the general or particular terms and conditions of the *policy* must be made in writing and will require written confirmation from *us*. There are no verbal or ancillary agreements of any kind. These, in any case, would be invalid.

**Data Protection**

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

**Financial Penalty Clause**

This *policy* cannot provide any coverage or benefit to the extent that the coverage or benefit would violate any applicable sanction, law or regulation of the United Nations, the European Union, the United States of America or any other applicable economic or trade sanction, law or regulation. *We* reject incidents to persons, companies, governments and other parties to whom this is prohibited under national or international agreements or sanctions.

**Complaints**

*Our* goal is to provide *you* with a high quality *policy* and respective services. However, there may be times in which *you* have the impression that this was not the case. In this case, *we* kindly ask *you* to notify *us*, so that *we* can do *our* best to solve the problem. If *you* file a complaint, *your* legally conferred rights will not be affected. Please contact *us* via email [claims.awpeurope@allianz.com](mailto:claims.awpeurope@allianz.com) or via phone +34917877750.

Please provide *us* with *your* name, address, *policy* number, complaints number (if this applies), and send *us* all the copies of relevant correspondence to help *us* solving the issue as soon as possible.

If *you* are not satisfied with the final communicated result, *you* can forward the case to

- Postal address: Servicio de Reclamaciones de la Dirección General de Seguros y Fondos de Pensiones, Calle Miguel Ángel nº 21, 28046 – Madrid
- Website: <https://www.dgsfp.mineco.es>

#### **Claims against third parties**

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

#### **Applicable Law**

The law governing this insurance is Spanish Law and all communications and documentation in relation to this *policy* shall be in Spanish. In the event of a dispute relating to this insurance, the courts of Spain shall have exclusive jurisdiction. Spanish law shall not apply to the eventual liquidation of the insurance company in accordance with the provisions of Art. 123 of Royal Decree 1060/2015, of 20 November, on the regulation, supervision and solvency of insurance and reinsurance companies.

**We care about your personal data**

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

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

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

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

**2. What personal data will be collected?**

We will collect and process various types of personal data about *you* as follows:

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

Personal Information of the policyholder:

- Surname, first name
- Gender
- Identification Document number (Identity card number, passport number,...)
- Age/Date of birth
- Contact details (address, email address, phone number)
- Residency
- Nationality
- IP address
- Bank account details

Personal details of the Insured Persons:


- Surname, first name
- Identification Document number (Identity card number, passport number,...)
- Age/Date of birth

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

- Details of the *claim* (e.g. travel booking details or references, details of expenses, visa details, etc)
- Phone number and contact details if not provided previously
- Details of a third person to contact with in case of emergency
- Nationality
- Occupation
- Previous and/or current employment or business activities
- Location data
- Signature
- Voice
- Family details (e.g. marital status, dependants, spouse, partner, relatives,...)
- IP address of the claimant if the *claim* is submitted by our available portals

Depending on the *claim* submitted, *We* could also collect and process "sensitive personal data" about *you*, rest of insured persons, even third parties concerned by the event covered, for example:

- Medical conditions (physical or psychological)
- Medical history and reports
- Medical *claims* history
- Documentation justifying sick leaves and duration
- Death certificates
- Criminal convictions and offences (e.g.in case of requiring legal assistance)
- Results of Criminal checks relating to prevention of fraud and/or Terrorist Activities
- Bank account details
- Tax code

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

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

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

Purpose	Is your express consent required?
<ul style="list-style-type: none"> <li>Insurance contract quotation and underwriting</li> </ul>	<ul style="list-style-type: none"> <li>No, to the extent these processing activities are necessary to perform the insurance contract to which you are party and to take the necessary steps previous to enter in this contract</li> </ul>
<ul style="list-style-type: none"> <li>Insurance contract administration (e.g., claims handling, handling of complaints, necessary investigations and assessments in order to determine the existence of the covered event and the amount of the compensations to be paid, or the kind of assistance to be provided, etc)</li> </ul>	<ul style="list-style-type: none"> <li>We will request your express consent on the occasion of claims requiring necessarily the processing of the following categories of data: racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric data, health, sex life or sexual orientation, criminal convictions or offences</li> </ul> <p>However, we will be entitled to process these data without consent if (1) there is a vital interest of the owner of the data or any other natural person, and (2) if the owner of the data is not physically or legally capable to give the consent (e.g emergency situations)</p> <ul style="list-style-type: none"> <li>If the handling of the claim does not require the processing of those categories of data, we will not be required to collect your consent, to the extent that they are necessary to comply the obligations We undertake in the insurance contract.</li> </ul>
<ul style="list-style-type: none"> <li>To conduct quality surveys about the services provided, with the purpose to assess your level of satisfaction and to improve them.</li> </ul>	<ul style="list-style-type: none"> <li>We have a legitimate interest to contact you after handling a claim or after providing assistance to ensure we have complied our obligations under the contract in a satisfying way for you. However, you have the right to object by contacting us as explained in section 9 below.</li> </ul>
<ul style="list-style-type: none"> <li>To meet any legal obligations (e.g. those arisen from Laws on insurance contracts and insurance business activities regulations on tax, accounting and administrative obligations)</li> </ul>	<ul style="list-style-type: none"> <li>No, to the extent these processing activities are expressly and legally authorized.</li> </ul>
<ul style="list-style-type: none"> <li>Fraud prevention and detection, including, when appropriate, for example, comparison of your information with previous claims, or checking of common insurance claims filing systems.</li> </ul>	<p>No, it is understood that the detection and prevention of fraud is a legitimate interest of the Controller, therefore We are entitled to process your data for this purpose without collecting your consent.</p>
<ul style="list-style-type: none"> <li>Audit purposes, to comply with legal obligations or internal policies</li> </ul>	<ul style="list-style-type: none"> <li>We can process your data in the framework of internal or external audits either required by law, or by internal policies. We won't request your consent for these processing to the extent that they are legitimated by the applicable regulations or our legitimate interest. However, we will ensure that only the strictly necessary personal data are used, and treated with absolute confidentiality.</li> </ul> <p>Internal Audits are usually conducted by our holding company, Allianz Partners SAS (7 Rue Dora Maar, 93400 Saint-Ouen, France)</p>
<ul style="list-style-type: none"> <li>To perform statistical and quality analysis on the basis of aggregated data, as well as claims rate</li> </ul>	<ul style="list-style-type: none"> <li>If we carry out any of these processing activities, we will do in by aggregating and anonymizing data. After this process, the data are not considered "personal" data anymore and your consent is not required</li> </ul>
<ul style="list-style-type: none"> <li>To administer debt recoveries (e.g. to claim the payment of the premium, to claim third parties liabilities, to distribute the compensation amount between different insurance companies covering the same risk)</li> </ul>	<ul style="list-style-type: none"> <li>No when the processing of your data, even special categories of personal information (racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric data, health, sex life or sexual orientation, criminal convictions or offences) may be necessary for the establishment, exercise or defence of legal claims, which is also our legitimate interest.</li> </ul>

Purpose	Is your express consent required?
<ul style="list-style-type: none"> <li>To inform <i>you</i>, or permit Allianz Group companies and selected third parties to inform <i>you</i>, about products and services we feel may interest <i>you</i> in accordance with <i>your</i> marketing preferences,   <i>You</i> can change these at any time by the links <i>we</i> will make available in every communication to unsubscribe, by mean of the options in <i>your</i> client portal, where available, or by contacting <i>us</i> as specified in section 9 below.</li> </ul>	<ul style="list-style-type: none"> <li><i>We</i> will process <i>your</i> personal information for these purposes only if authorized by law (and within the limitations and by complying the requirements of those legal authorizations) or by collecting <i>your</i> express consent after providing you information about criteria <i>we</i> use to make the profiles and the impact/consequence and benefits of such profiling for <i>you</i>.</li> </ul>
<ul style="list-style-type: none"> <li>To personalize <i>your</i> experience on <i>our</i> websites and portals (by presenting products, services, marketing messages, offers, and content tailored to <i>you</i>) or by using computerised technology to assess which products might be most suitable for <i>you</i>.   <i>You</i> will be able to modify these processing activities by using the options available in your browser (e.g. in the case of use of cookies and similar devices) or by contacting us as specified in section 9 below.</li> </ul>	<ul style="list-style-type: none"> <li><i>We</i> will ask for <i>your</i> consent</li> </ul>
<ul style="list-style-type: none"> <li>For automated decision making, i.e., to make decisions that (1) are based solely on automated processing and (2) that may have legal or significant effects to <i>you</i>.   Examples of automated decisions resulting in legal effects could be the automated cancellation of a contract, or automated denial of a <i>claim</i>, those affecting your rights under the insurance contract, etc   Example of automated decisions resulting in similar significant effects are those that affect to your financial circumstances like an automated denial of an insurance policy, or those affecting your access to <i>our</i> health assistance services.</li> </ul>	<ul style="list-style-type: none"> <li><i>We</i> will collect <i>your</i> consent for this processing activities when applicable, in particular if the data concerned are special personal data (racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric data, health, sex life or sexual orientation, criminal convictions or offences)</li> <li>If no special categories of personal data are concerned and these decisions are in order to underwrite your insurance and/or process <i>your claim</i> we will not need to obtain <i>your</i> express consent.</li> </ul>
<ul style="list-style-type: none"> <li>To redistribute risks by means of reinsurance and co-insurance</li> </ul>	<ul style="list-style-type: none"> <li><i>We</i> can process and share <i>your</i> personal information with other insurance or reinsurance companies with whom we have signed or we will sign co-insurance or re- insurance agreements.   Co-insurance is the coverage of the risk by several insurance companies by mean of a single insurance contract, assuming each of them a percentage of the risk or distributing the coverages between them.   Reinsurance is the "subcontracting" of the coverage of part of the risk in a third reinsurance Company. However, this is an internal agreement between <i>Us</i> and the reinsurer and <i>you</i> don't have a direct contractual relationship with the latter.   These distribution of risks are legitimate interest of Insurance Companies, even usually expressly authorized by law (including the sharing of personal data <i>strictly necessary</i> for it)</li> </ul>

As mentioned above, for the purposes indicated above, we will process personal data we receive about *you* from business partners, providers, other insurance companies, insurance intermediaries and distributors (travel agencies, tour operators, manufacturers,...), healthcare assistance services or contact persons *you* authorize, fraud prevention agencies, advertising networks, analytics providers, search information providers, surveyors, lawyers, finance companies

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

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

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

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

Public authorities, other Allianz Partners and Allianz Group companies (e.g. for audit purposes), other insurers, co-insurers, re-insurers, insurance intermediaries/brokers, banks, third parties collaborators and partners participating in the provision of the services (such as healthcare services and professionals, travel agencies, airlines, taxi companies, repairers, fraud investigators, lawyers), independent experts, etc.

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

Other Allianz Partners or Allianz Group companies, or third companies acting as subcontractors of internal activities (e.g. providers of IT support and maintenance, tax management companies, companies providing *claims* handling services, postal providers, document management providers), technical consultants, surveyors (*claims*, IT, postal, document management);

Advertisers and advertising networks to send *you* marketing communications, as permitted under local law and in accordance with your communication preferences. We do not share *your* personal data with non-affiliated third parties for their own marketing use without your permission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

Personal information to obtain a quotation (when necessary)	During the validity period of the quotation provided
Policy Information (underwriting, <i>claims</i> handling, management of complaints, litigation cases, quality surveys, fraud prevention/detection, debt recoveries, co-insurance and re-insurance purposes,...)	<p>We will keep the personal information of <i>your</i> Insurance Policy during the validity period of <i>your</i> Insurance contract and the prescription period determined by the local applicable laws on insurance contracts.</p> <p>In case We realize of information omitted, false or inaccurate in the declaration of the risk to be covered, the above retention periods would count from the moment We are aware of it.</p>
<i>Claims</i> Information ( <i>claims</i> handling, management of complaints, litigation cases, quality surveys, fraud prevention/detection, debt recoveries, co-insurance and re-insurance purposes)	We will retain the personal information <i>you</i> provide to <i>us</i> or <i>we</i> collect and process according to this privacy notice for the prescription period determined by the local applicable laws on insurance contracts.
Marketing information and related profiling	<p>We will keep this information whilst <i>you</i> insurance policy period is still valid, and one additional year, unless you withdraw your consent (when required), or <i>you</i> object (e.g. in the event of marketing activities authorized by law <i>you</i> don't want to receive).</p> <p>In these cases <i>we</i> will no longer process <i>your</i> data for these purposes, although we may be legitimated to keep some information to prove the previous processing activities were lawful.</p>
Debt Recoveries	<p>We will retain those of the personal that <i>we</i> need to <i>claim</i> and administer debt recoveries, and that you have provided to us, or we may have collected and processed in accordance with this Privacy Notice, for a minimum term determined by the prescription periods set up by applicable laws.</p> <p>As a reference, for civil actions, <i>we</i> will keep <i>your</i> data for a minimum of 7 years</p>
Supporting documents to provide evidence of compliance with legal obligations such as tax or accounting	We will process in these documents the personal data you provide to us, or <i>we</i> collect and process according to this Privacy Notice, only to the extent they're relevant for this purpose, and during a minimum of 10 years from the first day of the relevant tax year

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

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

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

**AWP P&C S.A. Dutch branch**

Data Protection Officer  
 PO Box 9444  
 1006 AK Amsterdam  
 The Netherlands

Email [dataprivacy.fos.es@allianz.com](mailto:dataprivacy.fos.es@allianz.com)

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

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

*We* regularly review this privacy notice and *we* will tell *you* directly when there's an important change that may impact *you*. This privacy notice was last updated on **25th of May 2018**