Ticketmaster - Event Ticket

COVERAGE SUMMARY

COVERAGE	WHEN IT APPLIES	MAXIMUM BENEFIT PER TICKET
Ticket Cancellation Coverage	***You* are unable to attend *your event*.**	**1,000 €**

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

IMPORTANT CONTACT DETAILS

For customer service, please (09:00-18:00 EET, 8:00–17:00 CET, 07:00-16:00 GMT, Mon.–Fri.):
Tel: +353 1 619 3661
E-mail: claims.awpeurope@allianz.com

To file a claim, please visit:
www.allianz-protection.com

GENERAL CONDITIONS

WHO *WE* ARE

We are a Dutch branch of AWP P&C S.A. which has its registered office in Saint-Ouen-sur-Seine, France. We also operate under the trading name Allianz Partners.

Our business address is:	Our postal address is:
Poeldijkstraat 4	PO Box 9444
1059 VM Amsterdam	1006 AK Amsterdam
The Netherlands	The Netherlands

AWP P&C S.A. – Dutch Branch, trading as Allianz Partners, is an insurer licensed to act in all EEA countries and located at Poeldijkstraat 4, 1059 VM Amsterdam, the Netherlands 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. – Dutch Branch is regulated by the Central Bank of Ireland for conduct of business rules.

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

ABOUT THIS *POLICY*

This *policy* is *our* contract with the *policyholder* that offers insurance coverage for a specific ticketed *event*, where both have been purchased from the *Authorized Ticket Provider*. 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 09:00-18:00 EET, 8:00–17:00 CET, 07:00-16:00 GMT, Mon.–Fri. Just visit *us* online or give *us* a call. And if *your event* arrangements change, please be sure to let *us* know so *we* can make any necessary updates to the *policy*.

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

WHAT THIS *POLICY* INCLUDES AND WHOM IT COVERS

This *event* 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.

The *policy* consists of two parts:

1. The Certificate of Insurance document
2. This General Conditions document, which describes the coverages (including the Coverage Summary, which provides the particular list of coverages and benefits covered), main provisions, and conditions that govern this *policy*.

NOTE:

- Not every loss is covered, even if it is due to something sudden, unexpected, or out of *your* control. Only those losses meeting the conditions described in this General Conditions document may be

covered. Please refer to the General Exclusions section of this document for exclusions applicable to all coverages under this *policy*.

CANCELLATION RIGHTS

If *your* cover does not meet *your* requirements, please notify *us* within 30 days of receiving *your policy* schedule and return all *your* documents for a refund of *your* premium.

You can contact *us* by emailing contract.awpeurope@allianz.com.

If during this 30 day period *you* have travelled, made a claim or intend to make a claim then *we* can recover all costs that *you* have used for those services.

Please note that *your* cancellation rights are no longer valid after this initial 30 day period.

COMPLAINTS

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

In the first instance, please contact *us* as follows:

Telephone: +353 1 619 3661

Email: claims.awpeurope@allianz.com

Please supply *us* with *your* name, address, policy number and claim number where applicable and enclose copies of relevant correspondence as this will help *us* to deal with *your* complaint, in the shortest possible time.

If *you* are not satisfied with *our* final response *you* can refer the matter to the Financial Services and Pensions Ombudsman for independent arbitration.
Visit www.fspo.ie write to Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29 call +353 1 567 7000 or email info@fspo.ie

POLICY EXCESS

Under some sections of *your policy, you* will have to pay an excess. This means that *you* will be responsible for paying the first part of the claim for each person insured, for each section, for each claim incident. The amount *you* have to pay is the excess.

INSURANCE COMPENSATION FUND

The Insurer is a member of the Insurance Compensation Fund, which was formed under the Insurance Act 1964 (as amended). *You* may be entitled to compensation from this scheme, if the Insurer cannot provide the services *you* have paid for.

GOVERNING LAW

Unless agreed otherwise, Irish law will apply and all communications and documentation in relation to this *policy* will be in English. In the event of a dispute concerning this *policy* the Irish courts shall have exclusive jurisdiction.

THIRD PARTY RIGHTS

This contract of insurance is intended solely for the benefit of *you* and *us*. Unless otherwise specifically provided, nothing in this contract of insurance shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person or entity not a party to this contract of insurance.

STAMP DUTY

The insurer has paid or will pay the appropriate Stamp Duty in accordance with the provisions of Section 5 Stamp Duties Consolidation Act 1999.

INSURANCE ACT 1936

All monies which may become due or payable by *us* shall be payable in Ireland.

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DEFINITIONS

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

Accident	An unexpected and unintended external event that causes *injury*, property damage, or both.
Act of war	Any act which is associated with and occurring in the course of *war* or directly triggering it.
Authorized Ticket Provider	A company that has the required authorization or approval to distribute *event* tickets.
Civil disorder	Any public protest, strike, riot, demonstration, unlawful assembly, or disturbance within a community, region, state, or nation involving acts of violence, *vandalism*, lawlessness, disobedience, or obstruction of free access or movement in public areas. It does not include any such occurrence that rises to the level of or is connected with any *political risk*, *terrorist event*, or *war*.
Cohabitant	A person *you* currently live with and have lived with for at least 12 consecutive months and who is at least 18 years old.
Computer System	Any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.
Covered reasons	The specifically named situations or events for which *you* are covered under this *policy*.
Cyber Risk	Any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any one or more instances of any of the following: 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; 2. Any error or omission involving access to, or the processing, use, or operation of any computer system; 3. Any partial or total unavailability or failure to access, process, use, or operate any computer system; or 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.
Doctor	Someone who is legally authorized to practice medicine or dentistry and is licensed if required. This cannot be the *policyholder*, *you*, an *event companion*, *your family member*, an *event companion's family member*, the sick or *injured* person, or that person's *family member*.
Epidemic	A contagious disease recognized or referred to as an epidemic by a representative of the World Health Organization (WHO) or an official government authority.

Event	The scheduled activity, which requires a fee to attend and is distributed by an *Authorized Ticket Provider* on a specific day(s) and time(s).
Event companion	A person who holds an *event* ticket, has paid the *event cost* and will attend the covered *event* with *you*.
Event Cost	A fee, including any service, handling, and parking fees, paid to attend an *event* on a specific day and time. The *event cost* does not include promotional items and donations.
Family member	*Your*: 1. Spouse (by marriage, common law, domestic partnership, or civil union); 2. *Cohabitants*; 3. Parents and stepparents; 4. Children, stepchildren, foster children, adopted children, or children currently in the adoption process; 5. Siblings; 6. Grandparents and grandchildren; 7. The following in-laws: mother, father, son, daughter, brother, sister, and grandparent; 8. Aunts, uncles, nieces, and nephews; 9. Legal guardians and wards; and 10. Paid, live-in caregivers;
Financial default	A complete suspension of operations due to financial circumstances whether or not a bankruptcy petition is filed.
First responder	Emergency personnel (such as a police officer, emergency medical technician, or firefighter) who are among those responsible for going immediately to the scene of an accident or emergency to provide aid and relief.
Illegal Act	An act that violates law where it is committed.
Injury	Physical bodily harm.
Mechanical breakdown	A mechanical issue, which prevents the vehicle from being driven normally, including an electrical issue, flat tire, or running out of fluids (except fuel).
Natural disaster	A large-scale extreme weather or geological event that damages property, disrupts transportation or utilities, or endangers people, including without limitation: earthquake, fire, flood, hurricane, or volcanic eruption.
Pandemic	An *epidemic* that is recognized or referred to as a pandemic by a representative of the World Health Organization (WHO) or an official government authority.
Policy	The *event* insurance coverage purchased. The *policy* includes this General Conditions document and the Certificate of insurance document.
Policyholder	The person who purchased this *policy*.
Political risk	Any one or more of the following: • Any event, organized resistance, or action intending or implying the intention to overthrow, supplant or change outside of normal legal processes the existing head of state, elected official,

	appointed official, government, or an organized political or ruling group; • Nationalization; • Confiscation; • Expropriation; • Deprivation; • Requisition; • Revolution; • Rebellion; • Insurrection; • Uprising; • Military and usurped power.
Pre-existing medical condition	An *injury*, illness, or medical condition that, within the 180 days prior to and including the purchase date of this *policy*: 1. Caused a person to seek medical examination, diagnosis, care, or treatment by a *doctor*; 2. Presented specific symptoms to the injury, illness or medical condition; or 3. Required a person to take medication prescribed by a *doctor* (unless the condition or symptoms are controlled by that prescription, and the prescription has not changed). The illness, *injury*, or medical condition does not need to be formally diagnosed in order to be considered a *pre-existing medical condition*. For example, a sprained knee *you* have had treated in the 180 days prior to and including the purchase date of this *policy* will be considered a *pre-existing medical condition*. If *you* later are unable to attend the *event* because, for instance, the sprained knee now requires surgery, or because *your* recovery is taking longer than expected, or for any other reason arising out of the knee sprain, this would be considered a *pre-existing medical condition*.
Primary residence	*Your* permanent, fixed home address for legal and tax purposes.
Quarantine	Mandatory involuntary confinement by order or other official directive of a government, public or regulatory authority, or the captain of a commercial vessel on which *you* are booked to attend an *event*, which is intended to stop the spread of a contagious disease to which *you* or an *event companion* has been exposed.
Refund	Cash, credit, or a voucher for future *events* that *you* are eligible to receive from the venue, event organizer, artist, *Authorized Ticket Provider*, another insurance company, a credit card issuer, or any other entity.
Service animal	Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Examples of work or tasks include, but are not limited to guiding people who are blind, alerting people who are deaf, and pulling a wheelchair. Other species of animals, whether wild or domestic,

	trained or untrained, are not considered service animals. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not considered work or tasks under this definition.
Terrorist event	An act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), which constitutes terrorism as recognized by the government authority or under the laws of your country of residence and is committed for political, religious, ethnic, and/or ideological purposes, including 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 any *political risk*, *war,* or *acts of war*.
Traffic accident	An unexpected and unintended traffic-related event, other than *mechanical breakdown*, that causes injury, property damage, or both.
Travel carrier	A company licensed to commercially transport passengers between cities for a fee by land, air, or water. It does not include: 1. Rental vehicle companies; 2. Private or non-commercial transportation carriers; 3. Chartered transportation, except for group transportation chartered by *your* tour operator; or 4. Local public transportation.
Travel supplier	A travel agent, tour operator, airline, cruise line, hotel, railway company, or other travel service provider.
Uninhabitable	A *natural disaster*, fire, flood, burglary, or *vandalism* (except where *vandalism* is a part or a result of a cause of loss excluded under this *policy*) has caused enough damage (including extended loss of power, gas, or water) to make a reasonable person find their *primary residence* or destination inaccessible or unfit for use.
Urgent home repair	An immediate repair that, unless completed, is likely to result in severe damage.
Vandalism	Any illegal act that intentionally causes damage to or destruction of public or private tangible property.
War	A state or period of hostile armed conflict, civil war, or military or paramilitary action, between two or more of the following: a nation, a state, a government, a territory, or an organized political or ruling group. This includes any acts or events directly associated with and occurring in the course of such conflict or action, or directly triggering such conflict or action. This definition applies regardless of whether *war* has been officially or formally declared.
We, Us,* or *Our	AWP P&C S.A. – Dutch Branch, trading as Allianz Partners
Weather emergency	1. The local government or the National Weather Service issues an advisory against travel or event as a result of rain, snow, wind, or extreme temperature; or 2. A state of emergency due to weather is declared by the federal, state, or local government.

You or Your	The *policyholder* attending the *event* or a person attending the *event* whose *event cost* was insured under this *policy* on the *policy* purchase date and paid for by the *policyholder*.

WHEN YOUR COVERAGE BEGINS AND ENDS

You are eligible for coverage if *we* accept the *policyholder's* request for insurance and send you an official confirmation of that. The *policy's* coverage effective date and coverage end date are indicated on the certificate of insurance. The *policy* is effective the day *we* receive the request and the *policyholder* pays the full premium. The order and full premium must be received on or before the start of *your event*.

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

The *policy* will end on the earliest of:
1. The coverage end date listed in the certificate of insurance;
2. The day the *policyholder* cancels the *policy*;
3. The day *you* cancel *your event* attendance.

However, if *your event* is rescheduled by the venue, promoter, artist, or *Authorized Ticket Provider, we* will extend *your* coverage period until the completion of the entire *event*.

After the *policy* ends, the premium is nonrefundable.

Please note that this *policy* covers the specific *event* for which it was purchased. It cannot be renewed.

DESCRIPTION OF COVERAGES

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

A. TICKET CANCELLATION COVERAGE

If *you* are not able to attend *your event* for a *covered reason* listed below, *we* will reimburse the *policyholder* for the non-refundable *event cost*, less available *refunds*, up to the maximum benefit for ticket cancellation coverage listed in the Coverage Summary. Please note that this coverage only applies before the start of the *event*.

Covered reasons:

1. *You* or an *event companion* becomes ill or *injured*, or develops a medical condition (including being diagnosed with an *epidemic* or *pandemic* disease such as COVID-19).

   The following conditions apply:
   a. The illness, *injury*, or medical condition must be disabling enough to make a reasonable person not attend the *event*; and
   b. A *doctor* advises *you* or an *event companion* not to attend the *event* before the *event* takes place.

2. A *family member* who is not attending the *event* 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*, require hospitalization, or require *you* to provide primary care to the person.

3. *You,* an *event companion, a family member*, or *your service animal* dies after the *policy's* coverage effective date and before the *event*.

4. *You* or an *event companion* is *quarantined* before *your event* due to having been exposed to:
    a. A contagious disease other than an *epidemic* or *pandemic*; or
    b. An *epidemic* or *pandemic* disease (such as COVID-19), but only when the following conditions are met:
        i. The *quarantine* is specific to *you* or an event *companion*, meaning that *you* or an *event 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 without limitation 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 attending an *event*. This condition (ii) applies even if the *quarantine* order or directive specifically designates *you* or an *event companion* by name to be *quarantined*.

5. *You* or an *event companion* is denied entry to *your event based* on a suspicion that *you* or an *event companion* has a contagious medical condition (including an *epidemic* or *pandemic* disease such as COVID-19). This does not include being denied entry due to *your* refusal or failure to comply with rules or requirements of *your event*.

6. *You* or an *event companion* is denied boarding of the *travel carrier* or local public transport (including scheduled flights) being used to get to the event venue based on a suspicion that *you* or an *event companion* has a contagious medical condition (including an *epidemic* or *pandemic* disease such as COVID-19). This does not include being denied boarding due to *your* refusal or failure to comply with rules or requirements of the *travel carrier* or local public transportation.

7. *You* are unable to attend the *event* due to *your* pregnancy.

    The following condition applies:
    a. *You* find out *you* are pregnant after *you* have purchased the *policy*.

8. *You* need to attend the birth of a *family member's* child.

9. *Your* or an *event companion's* vehicle is in a traffic *accident* or has a *mechanical breakdown* within 24 hours prior to the *event* which results in the vehicle being unable to be driven safely to the *event*.

10. *You* or an *event companion* misses *your* departure on a *travel carrier* because of a traffic *accident*.

    The following conditions apply:
    a. The *travel carrier* was scheduled to arrive no more than 48 hours prior to the *event*; and
    b. The *travel carrier* was unable to accommodate *you* or an *event companion* on later transportation which would arrive in time to attend the *event*.

11. *Your* or an *event companion's* vehicle is stolen within 48 hours of the *event* which results in *your* inability to attend the *event*.

12. *You* are legally required to attend a legal proceeding on the day of the *event*.

    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, judge, court clerk, law enforcement officer, or paralegal, this would not be covered).

13. *Your* or an *event companion's primary residence* becomes *uninhabitable*.

14. *You* are required to be present for an unforeseeable *urgent home repair*.

    The following condition applies:
    a. The *urgent home repair* is scheduled to take place within 12 hours of the *event*.

15. *You* or an *event companion* not arriving at the venue due to a delay or cancellation by the *travel carrier* used for transportation.

    The following conditions apply:
    a. The *travel carrier* was scheduled to arrive no more than 48 hours prior to the *event*; and
    b. The *travel carrier* was unable to accommodate *you* or an *event companion* on later transportation which would arrive in time to attend the *event*.
    c. The delay or cancellation was not due to *financial default* of the *travel carrier*.

16. *Your* or an *event companion's primary residence* is permanently relocated by at least 150 km due to a transfer by *your* or an *event companion's* current employer. This coverage includes relocation due to transfer by *your* spouse's current employer.

17. *Your* or an *event companion's* employment is terminated by or *you* or an *event companion* are laid off by a current employer after this *policy's* purchase date.

    The following conditions apply:
    a. The employment termination or layoff is not *your* or *your event 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 consecutive months.

18. *You*, an *event companion*, or a *family member* serving in the Armed Forces is reassigned or has personal leave status changed, except because of *war*, the Wars Powers Act, or disciplinary action.

19. *You*, an *event companion*, or a *family member* is called as a *first responder* to provide aid or relief.

20. A *weather emergency* occurs within 24 hours of the *event*, and the *event* is not cancelled by the venue.

21. *Your* or an *event companion's* ticket to the *event* is stolen, and the ticket cannot be reissued.

GENERAL EXCLUSIONS

This section describes the general exclusions applicable to all coverages under this *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*, an *event companion*, or a *family member*:

1. **Any loss, condition, or event that was known, foreseeable, intended, or expected when this *policy* was purchased;**
2. ***Pre-Existing medical conditions*;**
3. ***Your* intentional self-harm or if *you* attempt or commit suicide;**
4. **Normal, complication-free pregnancy or childbirth, except when and to the extent that normal, complication-free pregnancy or childbirth is expressly referenced in and covered under ticket cancellation coverage;**
5. **Fertility treatments or elective abortion;**
6. **The use or abuse of alcohol or drugs, or any related physical symptoms. This does not apply to drugs prescribed by a *doctor* and used as prescribed;**
7. **Acts committed with the intent to cause loss;**
8. **An *illegal act* resulting in a conviction, except when *you*, an event companion, a *family member*, or *your service animal* is the victim of such act;**
9. **An *epidemic* or *pandemic*, except when and to the extent that an *epidemic* or *pandemic* is expressly referenced in and covered under ticket cancellation coverage;**
10. ***Natural disaster,* except when and to the extent that a *natural disaster* is expressly referenced in and covered ticket cancellation coverage;**
11. **Air, water, or other pollution, or the threat of a pollutant release, including thermal, biological, and chemical pollution or contamination;**
12. **Nuclear reaction, radiation, or radioactive contamination;**
13. ***War* or acts of *war;***
14. ***Civil disorder* or unrest;**
15. ***Political risk;***
16. ***Cyber risk;***
17. ***Terrorist events*;**
18. **Acts, travel alerts/bulletins, or prohibitions by any government or public authority;**
19. ***Travel supplier* or venue restrictions on any *personal belongings*, including medical supplies and equipment;**
20. **The *event* being cancelled or delayed by the venue, promoter, or artist for any reason;**
21. **Lost or stolen tickets, except as expressly covered under ticket cancellation coverage; or**
22. **Events for which the venue, promoter, or artist are liable and/or responsible.**

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.

CLAIMS INFORMATION

To make a claim, please visit the website 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: +353 1 619 3661 or
• sending an email to: 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*.

Below is a list of the documents *we* will need in order to deal with *your* claim.

- Detailed description of the circumstances that caused you to miss the event
- Copy of *your* unused *event ticket* or original unused e-ticket
- Where appropriate, travel tickets showing the dates and times of travel
- Copies of official documents issued by the authorities, showing the inability to participate the *event*, such as:
    - Medical certificate in case of illness, *injury*, death or pregnancy
    - Police report and/or report reference number in case of theft
    - Supporting evidence from the public transport provider or accident/breakdown authority attending the private vehicle *you* were travelling in, in case of a delayed/cancelled transport
- Details of any other insurance *you* may have that may cover the same loss e.g. insurer name, insurance type, insurance policy number
- If *your* claim results from any other circumstances, please provide evidence of these circumstances.

GENERAL PROVISIONS AND CONDITIONS

In addition to the conditions, limitations, and exclusions specified above, the below general provisions and conditions apply to all coverages under this *policy*.

Proof of Loss

As with any insurance, *you* are responsible for proving *your* loss. *We* require that *you*:

1. Notify *us* of *your* claim within 90 days of the date of loss or as soon as reasonably possible (except as otherwise allowed by law). If *you* do not report *your* claim within this time, *we* will not invalidate or reduce it unless the delay impairs *our* rights;
2. Make all reasonable efforts to minimize *your* loss;
3. Provide to *us* a signed, sworn proof of loss upon *our* request;
4. Provide all requested documentation (including without limitation proof of payment for claimed losses, statements and records from treating *doctors*, and police reports);
5. Cooperate with *us* in the investigation of *your* claim; and
6. At *our* request, submit to examination under oath and/or provide a sworn affidavit.

Assignment

You can assign *the* rights under this *policy* by notifying *us* in writing. The assignment will not be effective until *we* receive the written notice. *We* do not assume any responsibility for the validity of any assignment.

Benefits Payable

All benefits are payable to *the policyholder* or a party that the *policyholder* designates in writing. If the *policyholder* is under 18 years old, benefits are payable to the *policyholder's* parent or legal guardian or a party they designate. Benefits are limited to the amount of the loss and are subject to the applicable limit of liability stated in the Coverage Summary. If the *policyholder* dies, benefits will be paid to the *policyholder'* estate unless the *policyholder* has designated one or more beneficiaries. If the *policyholder* has named one or more beneficiaries, benefits will be paid to each named beneficiary in equal shares (unless the *policyholder* has designated otherwise). Except as described here, there are no other beneficiaries of any of the benefits under this *policy*.

Changes and Cancellation

The *policyholder* may request changes to the *policy* by notifying *us*. the *policyholder* may request to change the Coverage End Date at any time prior to the Coverage End Date. All other changes to the *policy* must be requested prior to the original *event* date. If the change results in an increase in premium, the *policyholder* must pay the increase in premium. Any decrease in premium as a result of the change will be refunded. Any change will be effective immediately, so long as *we* have received any additional premium due. As noted above, *we* will refund the premium if the *policy* is canceled within 30 days of the original purchase, the *event* has not started, and a claim has not been initiated. After this 30-day period, the premium is nonrefundable.

Duplicate Coverage

If *you* are covered by another insurance *policy* that *we* have issued with the same or similar coverage, *we* will pay no more than the highest amount of coverage payable under any one insurance *policy*. *We* will also refund any premium *you* have paid for duplicate coverage.

Fraud and Misrepresentation
You are responsible for all statements or other representations *you* make. Any materially misleading or inaccurate information in any statements or representations *you* make may result in *us* voiding the *policy* or reducing benefits, or *we* may use them to defend *our* decision about a claim.

Fraud is illegal and may subject *you* to criminal prosecution and civil penalties. *We* will deny *your* claim if *you* or someone acting on *your* behalf:
1. Makes any false statements or statements that are deliberately misleading or deceptive;
2. Conceals or misrepresents any material fact; or
3. Otherwise attempts or commits fraud.

Medical Examinations and Autopsy
We have the right to have *you* medically examined as reasonably necessary to make a decision about *your* medical claim. If someone covered by this *policy* dies, *we* may also require an autopsy (except where prohibited by law). *We* will cover the cost of these medical examinations or autopsies.

Recovery
We have the right to recover any amount *you* receive from us that exceeds the total amount of *your* loss unless prohibited by law.

Upon settlement of a claim that includes tickets or passes, *we* have the right to take ownership of the applicable unused ticket(s). If requested, *you* agree to surrender and take any necessary actions to transfer the ticket(s) to *us*.

Subrogation
When someone is responsible for *your* loss, *we* have the right to recover any payments *we* have made to *you* or someone else in relation to *your* claim, as permitted by law. In such case, *we* may require any person receiving payment from *us* to assign their rights to recover such payment, including signing and providing any documents reasonably required allowing *us* to do so. Everyone eligible to receive payment for a claim submitted to *us* must cooperate with this process and must refrain from doing anything that would adversely affect *our* rights to recover payment.

Waiver or Amendment
No one has the right to describe *our policy* any differently than is described here or to change or waive any of its provisions.

PRIVACY NOTICE

***We* care about *your* personal data**

AWP P&C S.A. Dutch Branch trading as Allianz Partners ("*we*, "*us*" "*our*"), is the **Dutch** branch of **AWP P&C SA,** a French Insurance company which has its registered offices in Saint-Ouen-sur-Seine, France and is part of Allianz Partners Group. AWP P & C SA- Dutch Branch is registered at the Netherlands Authority for the Financial Markets (AFM) and is authorized under French law by 'L'Autorité de Controle Prudentiel et de Résolution' (ACPR) in France to provide 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 the Data Controller as defined by relevant data protection laws and regulations, in regard to the personal data that *we* request and collect from *you* for the purposes detailed in this privacy notice.

2. What personal data will be collected?

We will (or may) collect and process various types of personal data about *you*, other persons and third parties affected by a covered event such as:

Personal Information of the policyholder:

- Surname, first name
- Gender
- Identification document number (identity card number, passport number, government ID, driver's licence) and expiry dates
- Age/Date of birth
- Address
- Contact details (email address, phone number)
- Language
- Residency
- Nationality
- IP address
- Bank / Credit card and bank account details

Personal details of the Insured Persons:

- Surname, First name
- Identification Document number (e.g Identity card number, passport number, government ID, driver's licence) and expiry dates
- Age/Date of birth

Depending on the claim submitted, *we* may also collect and process additional personal data including, sensitive personal data about *you,* other persons and third parties affected by covered events, ,such as:

- Medical conditions (physical and/or psychological)
- Medical history and reports
- Medical *claims* history
- Documentation justifying sick leaves and duration
- Death Certificates
- 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
- 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 / apps
- 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 party 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?
• Insurance contract quotation and underwriting	• No, to the extent these processing activities are necessary to perform the insurance contract to which *you* are a party to and to take the necessary steps previous to enter in this contract
• 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,	• *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

or the kind of assistance to be provided, etc)	biometric data, health, sex life or sexual orientation, criminal convictions or offences However, *we* will be entitled to process this 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) • 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.
• To conduct quality surveys about the services provided, with the purpose to assess *your* level of satisfaction and to improve them.	• *We* have a legitimate interest to contact *you* after handling a claim or after providing assistance to ensure *we* have complied with *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.
• To perform statistical and quality analysis on the basis of aggregated data, as well as claims rate.	• If *we* carry out any of these processing activities, *we* will do so by aggregating and anonymizing data. As a result, the data is not considered "personal" data anymore and *your* consent is not required.
• To meet any legal obligations (e.g. those arisen from laws on civil, commercial and insurance contracts and insurance business activities, regulations on tax, accounting and administrative obligations, to prevent money laundering or for the purposes of sanction screening i.e. to check whether *you, your* country or *your* sector are subject to sanctions impeding or restricting *us* to make payments if relevant).	• No, to the extent these processing activities are expressly and legally authorized.
• Fraud prevention and detection, including, when appropriate, for example, comparison of *your* information with previous service requests and/or previous claims, or	• No, it is understood that the detection and prevention of fraud is a legitimate interest of the Data Controller and therefore *we* are entitled to process *your* data for this

checking of common claims filing systems.	purpose without collecting *your* consent.
• Audit purposes, to comply with legal obligations or internal policies	• *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. Internal Audits are usually conducted by *our* holding company, Allianz Partners SAS (7 Rue Dora Maar, 93400 Saint-Ouen-sur-Seine, France)
• 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)	• 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.
• To inform *you*, or permit Allianz Group companies and selected third parties to inform *you*, about products and services *we* feel may interest *you* in accordance with *your* marketing preferences, • *You* can change these at any time by the links *we* will make available in every communication to unsubscribe, by means of the options in *your* client portal, where available, or by contacting *us* as specified in section 9 below.	• *We* will process *your* personal information for these purposes only if authorized by law (and within the limitations and by complying the requirements of those legal authorizations) or by collecting *your* express consent after providing *you* information about criteria *we* use to make the profiles and the impact/consequence and benefits of such profiling for *you*.
• To personalize *your* experience on *our* websites and portals (by presenting products, services, marketing messages, offers, and content tailored to *you*) or by using computerised technology to assess which products might be most suitable for *you*.	• *We* will ask for your consent

You will be able to modify these processing activities by using the options available in *your* browser (e.g. in the case of use of cookies and similar devices) or by contacting *us* as specified in section 9 below.	
• 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 *you*. Examples of automated decisions resulting in legal effects could be the automated cancellation of a contract, or automated denial of a claim, 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 *our* health assistance services.	• *We* will collect *your* 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) • If no special categories of personal data are concerned and these decisions are in order to underwrite *your* insurance and/or process *your* claim *we* will not need to obtain *your* express consent.
• To redistribute risks by means of reinsurance and co-insurance	• *We* can process and share *your* personal information with other insurance or reinsurance companies with whom *we* have signed or *we* will sign co-insurance or re- insurance agreements. 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 *us* and the reinsurer and *you* 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 strictly necessary for it)

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

We will need *your* personal data if *you* would like to purchase *our* products and services and make use of the benefits and/or services provide by *us*. If *you* do not want to provide this personal data including sensitive personal data to *us*, *we* may not be able to provide the products, benefits and/or 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 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, including doctors, travel agencies, airlines, taxi companies, repairers, fraud investigators, loss adjusters, lawyers and 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 and Allianz Group companies, or third party 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), experts, loss adjustors and service companies to discharge operations; and

- 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 or supervisory authority 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 EU Model 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, subject to regulatory personal data retention requirements;
- 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;
- Exercise *your* right to data portability; and
- File a complaint with *us* and/or the relevant data protection authority. For this purpose, relevant data privacy authorities are:
    - The supervisory authority in Ireland: Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2, D02 RD28, Ireland. Telephone: **01 7650100** / **1800 437 737** Visit: **https://dataprotection.ie/**
    - Dutch Data Protection Authority, supervisory authority of the country where **we** are established.
    - CNIL, French data privacy supervisory, to the extent that France is the country where Allianz Partners has its main establishment, and therefore **our** lead data privacy 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 for 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* of some of the retention periods applicable to the purposes informed in section 3 above.

However, please be aware that 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 specified periods for legal *claims* can be interrupted and then start to run again.

Personal information to obtain a quotation (when necessary)	During the validity period of the quotation provided
Policy Information (underwriting, *claims* handling, management of complaints, litigation cases, quality surveys, fraud prevention/detection, debt recoveries, co-insurance and re-insurance purposes,...)	*We* will keep the personal information of *your* Insurance Policy during the validity period of *your* Insurance contract and the prescription period determined by the local applicable laws on insurance contracts. 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.
Claims Information (claims handling, management of complaints, litigation cases, quality surveys, fraud prevention/detection, debt recoveries, co-insurance and re-insurance purposes)	*We* will retain the personal information *you* provide to *us* or *we* collect and process according to this privacy notice for the prescription period determined by the local applicable laws on insurance contracts.
Marketing information and related profiling	*We* will keep this information whilst *your* insurance policy period is still valid, and one additional year, unless *you* withdraw *your* consent (when required), or *you* object (e.g. in the event of marketing activities authorized by law *you* don't want to receive). In these cases *we* will no longer process *your* data for these purposes, although *we* may legitimately keep some information to prove the previous processing activities were lawful.
Debt Recoveries	*We* will retain the personal information that *we* need to claim 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.

	As a reference, for civil actions, *we* will keep *your* data for a minimum of 10 years
Supporting documents to provide evidence of compliance with legal obligations such as tax or accounting	*We* will process in these documents the personal data *you* provide to *us*, or *we* collect and process according to this Privacy Notice, only to the extent they're relevant for this purpose, and for 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.ie@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. This privacy notice was last updated on **27th October 2022.**