

Information Notice



INFORMATION NOTICE

Dear Customer,

Taking account of the type of service(s) you are buying and the information you have sent us, we recommend that you take out this insurance policy. This policy comprises these General Terms and Conditions, together with the Specific Terms and Conditions which you receive when you take out the policy.

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

Who is the Insurer?

AWP P&C.

Société Anonyme (Joint-stock company) with share capital of 17,287,285 euros, 519 490 080 RCS Paris, Registered office: 7, rue Dora Maar - 93400 Saint-Ouen private company governed by the French Insurance Code

To who does this policy apply?

This policy applies to all persons having reserved a Trip, as defined in the General Terms and Conditions with an organization or authorized Representative, under the following conditions.

What are the conditions for benefiting from this policy?

Your Home must be in Europe.

If you select optional "Optimum Trip Cancellation or Amendment" cover, the policy must be taken out on the same day as the booking is made and at the latest within 48h. If this option is not taken, the policy may be taken out after the day before departure.

What is the effective date and term of your policy?

The policy is valid from the date it is taken out for any private Trip, of a maximum duration of (2) consecutive months, sold by the Organisation or Authorised Representative. The cover applies according to the conditions of article 2 "Policy validity" of the following General Terms and Conditions.

What is covered by this policy?

- The types of cover listed below are those corresponding to the option taken out and which are shown in your Specific Terms and Conditions and for which you will be paying the corresponding premium.
- To find out the payment amounts and limits, along with the Excess relating to each type of cover, we request you to please refer to the Cover Table. This table is supplemented by the list of General Exclusions and the specific exclusions that apply to each type of cover.

IMPORTANT POINTS TO NOTE

- You may or may not have a right to change your mind after taking out this insurance policy. The terms and conditions and the procedures for exercising this option are set out in the General Terms and Conditions in Article 7 "Cooling-off period".
- To avoid multiple insurance, in accordance with article L112-10 of the Insurance Code:

We ask you to confirm that you do not already have a policy that covers any risk included in this policy. If this is the case, you have a right to refuse this cover for a period of fourteen days (calendar days starting from its being drawn up, without any expenses or penalties, if all the following conditions are fulfilled:

- you took out this policy for non-professional purposes;
- this policy complements the purchase of an item or service sold by a supplier;
- you can prove that you are already covered for one of the risks covered by the new policy;
- the policy that you wish to cancel has not been executed in full;
- you have not declared any covered claim under this policy.

In this situation, you are entitled to cancel this contract by letter or any other lasting medium sent to the insurer of the new policy, together with a document proving that you already hold cover for one of the risks covered by the new policy. The insurer is required to refund the paid premium to you, within a period of thirty days after its cancellation.

If you wish to cancel your policy but do not fulfil all the above conditions, check the cancellation conditions stipulated in your policy in article 7 "Right to change your mind" in the following General Terms and Conditions.

- Service quality and customer satisfaction are a priority for us. However, if you have not found our services to be fully satisfactory, you may contact us under the terms of article 15 "Complaint examination conditions" of the following General Terms and Conditions.

This policy has been drawn up in French and is subject to French law. The cover provided by this policy, **with the exception of assistance cover**, is governed by the French Insurance Code.

REQUEST FOR COMPENSATION

► To register immediately your request for compensation, connect to:
<https://indemnisat.alianz-global-assistance.fr>

► Access for the deaf and hard of hearing (24/24)
<https://www.votre-assistance.fr>

► If you do not have access to the Internet, contact us (metropolitan France time):
on 00 33 (0)1 42 99 03 95
from 9 am to 6 pm Monday to Friday
*no surcharge on numbers

IN URGENT NEED OF MEDICAL ASSISTANCE

► Contact us (24/24)
on 00 33 (0)1 42 99 02 02

► Please state:

Your policy No.

Who needs help?

Where? Why?

Who is helping the ill/injured person?

How, where and when can they be contacted?

The insurance cover is underwritten by:

AWP P&C.

Société Anonyme (joint stock company) with share capital of 17,287,285.00 euros
519 490 080 RCS Bobigny
Registered office: 7 rue Dora Maar - 93400 Saint-Ouen
Private company governed by the French Insurance Code

Société Anonyme (joint stock company) with share capital of 7,584,076.86 euros
490 381 753 RCS Bobigny
Registered office: 7 rue Dora Maar - 93400 Saint-Ouen
Insurance Brokers - Registered with ORIAS 07 026 669
(<http://www.orias.fr/>)

Assistance services are implemented by:

AWP FRANCE SAS

A photograph of a man and a woman sitting on a wooden lounge chair on a beach. The man is wearing a light blue t-shirt and white shorts, and the woman is wearing a white t-shirt and white shorts. They are both looking out at the ocean. To their left is a large orange beach umbrella. The background shows a clear blue sky and a turquoise ocean. The overall scene is bright and sunny, suggesting a tropical beach setting.

**General
Insurance**

**Policy Terms
& Conditions**

GENERAL TERMS AND CONDITIONS



1 TABLE OF COVER

The covers provided for in your contract are as listed in your Specific Terms and Conditions sent to you with your subscription confirmation email.

COVER	COVER AMOUNTS AND LIMITS	EXCESSES OR INTERVENTION LIMITS
OPTIMUM CANCELLATION OR AMENDMENT OF THE COVERED TRIP		
<ul style="list-style-type: none"> As a result of the occurrence of an event provided for in the policy (except those stated below) 	Reimbursement of the cancellation or amendment charges contained in the scale stated in the General Terms and Conditions, up to the following limits: - €8000 per insured person, - €32,000 per event, regardless of the number of insured persons.	Excess applicable only to cancellation Per claim: - €30 per insured person or an insured accommodation unit
<ul style="list-style-type: none"> As a result of a riot, a terrorist action or attack that occurs Abroad at the destination or holiday location As a result of a Natural Disaster that occurs Abroad at the destination or holiday location As a result of another random event 		Excess applicable only to cancellation Per claim: - 20% of the amount of cancellation charges covered, with a minimum of €150 per insured person or per holiday rental - €30 per insured person when the trip cost is less than €150
DAMAGE TO BAGGAGE		
<ul style="list-style-type: none"> Loss and/or accidental damage to baggage, personal items and effects 	Compensation at replacement value, with a deduction for the item's Age, up to a limit of: - €3,000 per insured and per Claim The maximum amount of the "Baggage damage" cover, including "Theft of Valuables" and "Delay in delivering your baggage of the Insured to the place of stay" is €3,000 per Insured and per Claim	Per Insured and per Claim: €30
<ul style="list-style-type: none"> Theft of Valuables 	Compensation at replacement value, with a deduction for Wear and Tear, up to a limit of 50% of the "Baggage damage" cover amount, per insured person and per claim	
<ul style="list-style-type: none"> Delay exceeding 24 consecutive hours in the transfer of the Insured's luggage to the Insured's place of stay 	Reimbursement of essential items required within the limit of €300 per Insured and per Claim.	None

COVER	COVER AMOUNTS AND LIMITS	EXCESSES OR INTERVENTION LIMITS
TRAVEL ASSISTANCE		
ACCIDENT, ILLNESS AND UNFORESEEN CIRCUMSTANCES ASSISTANCE		
<ul style="list-style-type: none"> • Repatriation Assistance - organising and paying the cost for the Insured to return or to be transported to a hospital - reimbursement of the Insured's accommodation costs and/or those of the insured members of his/her family or an Insured person travelling with him/her, in the event of: - By organising and paying the costs of the return of an Insured travel companion and minor children 	<p>Actual costs</p> <p>Up to a limit, per day and per person of €50 for a maximum of 7 days i.e. a maximum of €350</p> <p>Actual costs</p>	None
<ul style="list-style-type: none"> • Hospitalisation in situ - paying the cost to enable a member of the Insured's family to get to the hospital bedside - outward/return journey - Cost of accommodation locally until you are repatriated - paying the cost of a travel companion's outward/return journey for the return of your minor children 	<p>Actual costs</p> <p>Up to a limit, per day, of €50 for a maximum of 7 days i.e. a maximum of €350</p> <p>Actual costs</p>	None
<ul style="list-style-type: none"> • Additional costs locally - Additional accommodation costs: - Costs of transportation to continue the interrupted Trip. 	<p>Up to a limit, per day, of €50 for a maximum of 7 days i.e. a maximum of €350</p> <p>Actual costs</p>	None
<ul style="list-style-type: none"> • Search and/or rescue costs - Search costs - Rescue costs 	<p>Up to the following limits:</p> <p>€8,000 per event and a maximum of €15,000 per insurance period</p> <p>€8,000 per event and a maximum of €15,000 per insurance period</p>	None
<ul style="list-style-type: none"> • Despatch of medicines to the location 	Despatch costs	None
<ul style="list-style-type: none"> • Psychological support - in the event of severe trauma as a result of a covered illness or accident 	Up to a limit of two telephone sessions per insured person and per Insurance period:	None
<ul style="list-style-type: none"> • Early return assistance - organising and paying transportation costs transport 	Actual costs	None
<ul style="list-style-type: none"> • "Unforeseen" assistance - theft of Insured's identity documents, credit cards, travel tickets: <ul style="list-style-type: none"> - advance of funds Abroad - organising for the Insured to return home 	<p>Up to a limit, per Insured and per Insurance Period / per Claim, of €1,500</p> <p>Costs incurred are payable by the Insured</p>	None

COVER	COVER AMOUNTS AND LIMITS	EXCESSES OR INTERVENTION LIMITS
or continue the Trip		
LEGAL ASSISTANCE		
<ul style="list-style-type: none"> Legal assistance Abroad - reimbursement of lawyer's fees - advance for bail 	Up to the following limits: - per insured person and per Insurance period: €3,000 - per insured person and per Insurance period: €30,000	None
DEATH ASSISTANCE		
<ul style="list-style-type: none"> Assistance in the event of death of an Insured - transporting the body - Funeral costs 	Actual costs Up to a limit, per insured person, of €2,300	None
EMERGENCY MEDICAL EXPENSES AND HOSPITALISATION ABROAD		
<ul style="list-style-type: none"> Emergency medical expenses and hospitalisation abroad - reimbursement of expenses for which the Insured is responsible (except for Emergency dental treatment costs) - reimbursement of Emergency dental costs - advance for hospital costs 	Up to the following limits, per insured person and per Insurance period: - €200,000 - USA, Canada, Australia €300,000 - €300 - €200,000 - USA, Canada, Australia €300,000	Per claim: €30 None
PRIVATE CIVIL LIABILITY ABROAD		
<ul style="list-style-type: none"> Bodily injury and consequential loss 	Up to a limit, per claim, of €4,500,000	Absolute excess per Claim: €80
<ul style="list-style-type: none"> Property damage and consequential loss 	Up to a limit, per Claim, of €450,000	
<ul style="list-style-type: none"> Bodily injury, property damage and consequential intangible damage included 	Up to a limit, per claim, of €4,500,000	
TRIP CURTAILMENT		
<ul style="list-style-type: none"> When your trip is curtailed for one of the reasons specified in the General Terms and Conditions When the Insured's return ticket is not used for one of the reasons specified in the General Terms and Conditions: 	Payment of compensation proportional to the number of unused days in the trip (transport not included), up to the following limits: hotel stays, rentals - per insured person: €8,000 - per event: €32,000 Reimbursement of the unused ticket, up to the following limits: for flight-only arrangements: unused tickets - 50% of the cost of the outward/return air ticket	None

COVER	COVER AMOUNTS AND LIMITS	EXCESSES OR INTERVENTION LIMITS
MISSED TRANSPORT		
<ul style="list-style-type: none"> As a result of the occurrence of a covered event 	Reimbursement for the new transport ticket or expenses of altering the initial journey. up to a limit of: - price of one-way or round-trip OR - 50% of the Trip price OR - amount of expenses for Altering the initial journey Not exceeding: - €2,000 per Insured and €10,000 per covered event all the persons Insured under this policy	None
FLIGHT OR TRAIN DELAY		
<ul style="list-style-type: none"> Reimbursement of Additional expenses in the event of plane or train Delay: <ul style="list-style-type: none"> meals, refreshments, the first night in a hotel, cost of the transfer to another airport or another station. 	Up to the following limits: per insured person and per Insurance period: €100 and - provided that this compensation does not exceed €500 for all the Insured persons under the terms of this policy	Intervention limit: - over 2 hours delayed departure for all flights on a Regular Airline - over 4 hours delayed departure for all flights on a Chartered Airline over 4 hours delayed train arrival



2 POLICY VALIDITY

1. TERRITORIAL VALIDITY

Cover applies as follows:

- Either in the selected country or countries of stay mentioned in the Specific Terms and Conditions.,
- or in the geographical area mentioned in the Specific Terms and Conditions **with the exclusion of the Excluded Countries.**

"Geographical area" is understood to be:

- area 1: Geographical Europe as well as Guadeloupe, French Guiana, Martinique, Reunion, Saint Bartholomew, St. Martin (French part) and Maghreb
- area 2: Worldwide **except for Australia, Canada, United States**
- area 3: Worldwide

2. VALIDITY TERM

a. Policy taking out and termination conditions

The policy must be taken out:

- **for the package with the "Optimum Trip Cancellation or Amendment" cover:** on the same day as the booking by the Insured or at the latest within forty-eight (48) hours of the booking;
- **for the package without the "Optimum Trip Cancellation or Amendment" cover:** at the latest, before departure of the Insured, provided that he/she has not already used a means of Transport to reach the place of stay.

The policy stops after the termination of the last cover.

b. when the policy takes effect and when it terminates

- **for the "Optimum Trip Cancellation or Amendment" cover, and for the "Missed Transport" cover:** at 12 noon on the day after the premium has been paid by the Insured.

The cover ceases:

- for the "Optimum Trip Cancellation or Amendment" cover, as soon as each covered Trip begins;
- for the "Missed Transport" cover: as soon as outward or return transport of the guaranteed Trip begins.

- **for "Travel assistance" cover:** from the moment that the Insured leaves his/her Home (maximum of 48 hours before the Departure date stated on the Specific Terms and Conditions and, at the earliest, after the premium has been paid by the Insured. It terminates when the Insured has returned Home, and at the latest, forty-eight (48) hours after the return date stated in the Specific Terms and Conditions.
- **for all other cover:** at 00:00 on the departure date as stated in the Specific Terms and Conditions and, at the earliest, after the premium has been paid by the Insured. Cover terminates twenty-four (24) hours after the return time stated in the Specific Terms and Conditions.

The "Optimum Trip Cancellation or Amendment" cover is not combined with the other types of cover.

The terms beginning with a capital letter in this insurance contract will have the following meanings:

• **DEFINITION OF THE PARTIES TO THE POLICY**

THE INSURED: the person(s) named in the Specific Terms and Conditions, provided that they are Domiciled in Europe.

INSURER: AWP P&C, that is, the insurance company with which the Insured took out the insurance policy. The assistance services are provided by AWP France SAS, hereinafter referred to in its business name "Allianz Travel",

POLICYHOLDER: the signatory of the Specific Terms and Conditions, who thereby undertakes to pay the insurance premium.

• **DEFINITION OF INSURANCE TERMS**

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

ESTABLISHED PARTNERS: two people who are not married and have not signed a civil partnership agreement but can prove that they live together (partnership certificate or failing this, housing tax, electricity, gas, water, or insurance bill, rent payment receipt, etc.) and that they have been living under the same roof from the date at which this policy was taken out, until the date of the Claim.

SPOUSE/PARTNER: An undivorced and unseparated partner of a marriage, established Partner, or co-signatory of a PACS (civil partnership) agreement.

HOME: place of usual residence, which determines the exercise of the Insured's civil rights.

FOREIGN/ABROAD: all countries **except the country in which the Insured is domiciled and countries that are not covered.**

EUROPE: the territories of the Member States of the European Union, located geographically in Europe, and the following territories and countries: Guadeloupe, Guyana, Martinique, Reunion, Liechtenstein, the Principalities of Monaco and Andorra, Saint Bartholomew, San Marino, Switzerland and the Vatican City.

FRANCE: Metropolitan France (including Corsica) Guadeloupe, French Guiana, Martinique, Reunion, Saint Bartholomew, St. Martin (French part).

METROPOLITAN FRANCE: European territory of France (including the nearby islands in the Atlantic Ocean, the English Channel and the Mediterranean) **but excluding the French Overseas Territorial Communities.**

EXCESS: the share in the damage payable by the Insured when the claim is settled. Excess amounts in respect of each type of cover are specified in the Table of Cover.

OFF-PISTE SLIDING: practising a sliding snow sport in unmarked areas, that are uncontrolled, or not prepared by the winter sports resort's safety services.

MAGHREB: Morocco, Algeria, Tunisia.

APPROVED ORGANISATION OR INTERMEDIARY: travel professionals, transport professionals, associations, works councils.

EXCLUDED COUNTRIES: North Korea: The up-to-date list of all excluded countries can be found at the Allianz Travel website on the following page: www.allianz-voilage.fr/pays-exclus

INSURANCE PERIOD: period of validity of this policy.

TIME LIMITATION: period beyond which any claim is time-barred.

CLAIM: all damaging consequences of an event falling within the scope of one of the types of cover taken out. All damages arising from the same initial cause constitute one and the same claim.

SUBROGATION: the process by which the Insurer replaces the Insured in respect of his/her rights against any party liable for his/her damage, to obtain repayment of the sums the Insurer has paid to the Insured following a Claim.

THIRD PARTY: any natural person or legal entity, except:

- the insured person,
- members of his/her family,
- persons accompanying him/her,
- salaried or non-salaried employees of the insured, in the performance of their duties.

TRIP: trip or holiday, lasting a maximum of two (2) months, organised, sold or supplied by the Approved Body or Intermediary and planned to take place within the period of validity of this policy.

- **For the "Optimum Trip Cancellation or Amendment" cover, and for the "Missed Transport" cover:**

NATURAL DISASTER: event caused by the abnormal intensity of a natural agent.

RANDOM EVENT: any sudden, unforeseeable event outside of the Insured's control.

SERVICE CHARGES: charges levied, at the time the trip is booked, by the approved organisation or intermediary, which relate to their preparation of the trip.

TEMPORARY DISABILITY: loss, for a limited period of time, of a person's functional capacity, which, on the day of the cancellation, obliges them to cease all activity, including professional activity, and which gives rise to a diagnosis and care by a doctor with accompanying medical treatment.

AMENDMENT: postponement by the Insured of the dates of the covered Trip, provided that such postponement is made before departure and concerns at least the date of the "outward" Trip.

➤ **Relating to the "Baggage damage" cover:**

BODILY ACCIDENT: any unintentional bodily injury caused by the sudden action of an external cause.

SERIOUS ACCIDENT: any temporary or permanent injury to the Insured's physical integrity, medically diagnosed, requiring him/her to cease all professional or other activity, and requiring medical care and treatment to be carried out.

ESSENTIAL ITEMS: items of clothing and toiletries providing the Insured with replacements due to the temporary unavailability of his/her covered property.

VALUABLES: any object other than clothing having a purchase value per unit exceeding **two hundred and fifty euros (€250).**

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

➤ **Relating to the "Travel assistance" cover:**

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

EMERGENCY DENTAL EXPENSES: dental treatment that the Allianz Travel Medical Department considers to be emergency treatment.

SEARCH COSTS: cost of operations undertaken by rescuers or rescue bodies, other than your travel companions, who set out specifically to search for the Insured in a place which does not have any organised rescue services in the vicinity.

RESCUE COSTS: transport costs after an Accident (when the Insured has been found) from the place where the Accident occurred to the nearest hospital.

ACCOMMODATION COSTS: additional hotel costs and cost of telephoning the Insurer, following a covered event, **excluding all costs for meals and drinks.**

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

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

URGENT HOSPITALIZATION: a stay of over forty-eight (48) consecutive hours in a public or private hospital, for an emergency procedure, which is unscheduled and cannot be postponed.

IMMOBILISATION: being fully immobilised at home after a visit by a doctor and the issuance of a medical certificate.

ILLNESS: any deterioration to health diagnosed by a competent medical authority.

DOCTOR: any person who holds a medical qualification that is legally recognised in the country in which he/she usually carries out their professional activity.

MEDICAL EMERGENCY: inadvertent medical event.

➤ **Relating to the "Private civil liability abroad" cover:**

BENEFICIARY: person receiving payments made, not on their own behalf, but because of their relationship with the Insured.

BODILY INJURY: any bodily injury (wound, death) involuntarily suffered by a natural person.

CONSEQUENTIAL LOSS: any monetary loss resulting from deprivation of the enjoyment of a right, curtailment of a service provided by a person or by an item, from the loss of a benefit and which is the direct or indirect consequence of a covered Bodily injury or Property damage.

PROPERTY DAMAGE: any damage to, or accidental destruction of an item, and also any harm suffered by a pet.

CIVIL LIABILITY: obligation to repair the consequences of Damage caused to a third party by one's act or the act of persons for whom one is responsible or the act of things which one has custody of.

➤ **Relating to cover for "Flight or train delay":**

REGULAR AIRLINE: an airline offering scheduled flights, in other words, constant connections with a fixed timetable throughout the year.

CHARTER AIRLINE: an airline offering charter flights, in other words, specific connections according to the demands of the market,

chartered especially to transport a group of passengers at rates lower than those of regular flights.

ADDITIONAL EXPENSES: all expenses engaged following a delay of the Means of Transport at the expense of the Insured after possible action of the transport company, concerning the cost of meals, refreshments and the first night in our hotel, transfer to another airport, or another station.

MEANS OF TRANSPORT: air and/or rail travel as part of the Trip and used by the Insured to reach or return from his/her holiday destination.

FLIGHT DELAY: time lag between the scheduled departure time stated on the Insured's ticket, his/her airport check-in document or Trip booking form and the actual departure time.

TRAIN DELAY: time lag between the scheduled departure time stated on the Insured's ticket, his/her Business Trip booking form and the actual arrival time.

All covers and services are provided within the limits given in the Table of Cover in article 1 of the General Terms and Conditions.

OPTIMUM CANCELLATION OR AMENDMENT OF THE COVERED TRIP

1. PURPOSE OF THE COVER

When the Insured cancels their booking, the Travel Organizer or Intermediary may hold the Insured responsible for all or part of the cost of the services; this is described as cancellation fees, and these fees increase as the Departure date approaches. The fees are calculated using a scale of charges specified in the General Terms and Conditions of Sale of your trip.

The Insurer refunds the Insured for the invoiced cancellation or amendment charges.

In the event of cancellation, the Insurer refunds the cancellation charges to the Insured less the Excess in the amount given in the Table of cover.

2. EVENTS COVERED IN RELATION TO A CANCELLATION OR AMENDMENT

Cancellation or Amendment must take place after the insurance has been taken out, must be the result of one of the following Covered events, which absolutely prevents the Departure of the Insured person:

2.1. Temporary or permanent disability of:

- The Insured, his/her Spouse, ascendants or descendants, and those of his/her Spouse.
- his/her brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, legal guardian or any person placed under your guardianship,
- his/her professional replacement specified when taking out this policy,
- the person who was specified when he/she took out this policy, to be responsible during the trip for taking care of or travelling with any minor children or a disabled person living under his/her roof,
- another member of the Insured's family provided that their hospital stay lasts for over 48 hours,

directly resulting:

- an illness or accident,
- from complications in a pregnancy up to the 28th week,
- the results, after-effects, complications or deterioration of an illness diagnosed or an accident that took place before your Trip was booked.

It is the insured person's responsibility to prove all the elements constituting the temporary or permanent disability as defined in this policy. If, by means of these elements, the Insured cannot establish the occurrence of the Temporary or permanent Disability, the Insurer may reject the claim.

2.2. The death of:

- the Insured, his/her Spouse, ascendants or descendants, and those of his/her Spouse.
- his/her brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, legal guardian or any person placed under your guardianship,
- his/her professional replacement, specified when taking out this policy,
- the person who was specified when he/she took out this policy, to be responsible during the trip for taking care of or travelling with any minor children or a disabled person living under his/her roof,

- another member of the family.

2.3. Serious damage to property resulting from:

- a burglary,
 - a fire,
 - water damage,
 - a climate event,
- definitely requiring the Insured's presence at that location on the scheduled day of departure to implement conservation measures and administrative actions, and which affects over 50% of:
- the Insured's main or secondary residence,
 - the Insured's farm,
 - the Insured's business premises, if he/she is a tradesperson, trader, company manager or if he/she is in a liberal profession.

2.4. A vaccination contraindication, the effects of vaccination or being medically unable to take preventive treatment required for the Insured's Trip destination, provided that he/she received a favourable and materialized medical opinion, prior to booking the Trip.

2.5. Serious damage to the Insured's vehicle requiring assistance from a professional and occurring within forty-eight (48) hours prior to his/her Departure, provided that the vehicle is unable to be used for transport to the end destination.

2.6. An accident or breakdown of the Insured's means of transport, occurring on his/her way to the point of departure, which creates a delay of over two (2) hours, causing the Insured to miss the reserved departure flight, subject to you having made arrangements to arrive at the airport at least two (2) hours before the boarding deadline time.

2.7. Redundancy of the Insured or of his/her Spouse, provided that the procedure had not been started by the day on which this policy was taken out.

2.8. The Insured's obtaining a salaried position or a paid work placement, taking effect before or during the scheduled dates for your Trip, when he/she had been registered as unemployed, provided that it is not an extension or renewal of a contract or an assignment provided by a temporary work company.

2.9. The Insured's notification of a resit examination in connection with higher studies, at a date during the insured Trip, provided that the examination failure was not known at the time when this policy was taken out.

2.10. A riot, a terrorist action or attack that occurs Abroad in the destination town(s) or the town where you are staying.

The cover applies to the Insured in the case of a riot, attack or terrorist action, when all of the following conditions are met:

- the event has resulted in damage to property and bodily injury in the destination town(s) or the town(s) where you are staying,
- the French Foreign Affairs Minister has advised against travel to the destination town(s) or town(s) where you are staying,
- the Travel Organiser is unable to offer the Insured an alternative destination or replacement
- the date scheduled for the departure of the Insured is less than thirty (30) days after the date on which the event occurred,
- no similar event occurred in the destination town(s) or the town(s) where you are staying, within the thirty (30) days before the Trip was booked.

Compensation is paid after deduction of the specific Excess amount stated in the Table of Cover. This Excess also applies to those persons who are booked on the Trip at the same time as the Insured.

2.11. A natural disaster occurring abroad, in the destination town(s) or town(s) where you are staying.

The cover applies to the Insured in the event of a Natural Disaster when all of the following conditions are met:

- the event has resulted in damage to property and bodily injury in the destination town(s) or the town(s) where you are staying,
- the Trip's Approved Organizer or Intermediary is unable to offer the Insured an alternative destination or replacement holiday,
- the date scheduled for the departure of the Insured is less than thirty (30) days after the date on which the event occurred,
- no similar event occurred in the destination town(s) or the town(s) where you are staying, within the thirty (30) days before the Trip was booked.

Compensation is paid after deduction of the specific Excess amount stated in the Table of Cover. This Excess also

applies to those persons who are booked on the Trip at the same time as the Insured.

2.12. Another random event, of any type, constituting an immediate, real and serious obstacle preventing your departure and/or participation in activities planned for the trip.

The random event must have a direct causal relationship with the inability to leave.

If the Insured cannot establish the true nature of the situation entitling you to our services and if the information provided does not prove the materiality of the facts the Insurer can reject your claim.

Compensation is paid after deduction of the specific Excess amount stated in the Table of Cover. This Excess also applies to those persons who are booked on the Trip at the same time as the Insured.

2.13. Cancellation, for one of the events listed above (Articles 2.1. to 2.14.), of one or more persons who booked at the same time as the Insured and who are insured under this policy, if, as a result of this withdrawal, the Insured is obliged to travel alone or with just two people.

However, all the Insured persons forming part of the same home for tax purposes are covered by the "Optimum Trip Cancellation or Amendment" cover

Under the terms of articles 2.1 and 2.2, this condition is extended to a maximum of 6 persons.



IMPORTANT NOTE

All of the services covered by this policy, irrespective of whether they are additional or sequential, constitute a single Trip, which only has one single date of departure: the date stated by the trip's Approved Organisation or Intermediary for the Insured's Trip as being the start of the services.

3. COVER AMOUNTS

The Insurer refunds the Insured, up to the amount limits stated in the Table of Cover for the cancellation or Amendment charges levied by the approved Travel Organisation or Intermediary for the Trip, by application of the contract scale shown in their General Terms and Conditions of Sale for Business Trips.

The costs of cancellation or Amendment invoiced are reimbursed within the limits set by the Table of Cover per Insured (or per file for accommodation rental or sea crossings) but shall not exceed the limit set per Event.

If the Insured amends and then cancels the Trip, **his/her cancellation fee will be reimbursed but with a deduction for the amendment fee already reimbursed by the Insurer.**

The Insurer's compensation amount is limited to the fee amount that would have been charged to the Insured if the Insured had notified the Approved Organisation or Intermediary on the day on which the covered event occurred.

Compensation paid by the Insurer, shall under no circumstances exceed the price of the insured Trip, declared when this policy was taken out.

Service charges will be fully reimbursed, under the same conditions as mentioned above, only if they form part of the insured amount, declared when this policy was taken out.

4. COVER EXCLUSIONS

In addition to the General Exclusions and any exclusions stated within the definitions, the consequences of the following circumstances and events are also excluded:

4.1 any circumstance that only harms the simple pleasure of the Insured's Trip;

4.2 Illnesses already diagnosed or accidents that had already occurred, or treatment or relapse or deterioration or hospitalisation between the date on which the Insured booked the Trip and the date on which this policy was taken out;

The cost of tips, visas and other expenses, outside of service charges, with the exception of service Charges, as well as the premium paid to take out this policy will not be reimbursed. Only airport taxes whose reimbursement in the event of cancellation is not the liability of the airline or the flight ticket dispenser may be refunded by the Insurer, as long as these taxes are included within the price of the insured Trip.

With respect to a rental, in the event of only some of the insured cancelling, the Insurer will pay the cost of the rent corresponding to their share, in order to allow the other insured parties to benefit from their stay, provided that the persons who have cancelled are not replaced.

Following the booking of a package or a hotel stay, should one of the Insured cancel for a covered reason, the Insurer will cover the cost of the **single supplement** to enable the insured participant, remaining alone, to make the planned trip, within the limit of the cancellation fees that would have been invoiced if he/she had cancelled alone.

An Excess amount per Insured (or per file for accommodation rentals or sea crossings), as shown in the Table of Cover, is always deducted from the compensation due to the Insured.

- 4.3 unbalanced illnesses or injuries that were diagnosed or treated during the 30 days prior to your Travel booking;
- 4.5 voluntary termination of pregnancy, in vitro fertilisation;
- 4.6 forgetting to get vaccinated or take the preventive treatment necessary for the Trip by the Insured;
- 4.7 any event for which liability falls to Insured's travel organiser, by application of Chapters VI and VII of Law N° 92-645 of 13 July 1992, establishing the conditions for pursuing the business of organising and selling holidays;
- 4.8 failure of any kind, including financial failure, of the Insured's Travel Organiser or carrier making it impossible for it to perform its contractual obligations;
- 4.9 lack of or excess snow coverage, except when this occurs at ski resorts located at an altitude of over 1,500 metres,

between 15 December and 15 April, and results in the closure of over 2/3 of the ski lift facilities normally operating at the resort during the Insured's stay, for at least two consecutive days in the 5 days prior to his/her departure;

- 4.10 epidemics, local health situations, pollution, meteorological or climate events;
- 4.11 Natural Disasters, occurring in France and subject of the procedure covered by Law N° 82-600 of 13 July 1982;
- 4.12 events that occur between the date on which the Insured booked the trip and the date when this policy was taken out.
- 4.13 airport taxes coded as QW and QX, as well as any other taxes reimbursable by airlines and/or by flight ticket distributors, in accordance with article L113-8 of the consumer code.

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

In the event of a Claim, the Insured must notify the Approved Travel Organisation or Intermediary of his/her withdrawal by the quickest methods when the covered event that prevents the departure takes place.

The Insured must declare the claim to the Insurer **within five (5) working days** of his/her knowledge of it, except in the event of exceptional circumstances or force majeure:

In order to make declaration easier and claim handling more efficient, you are advised to declare the claim via the following website: <https://indemnisation.allianz-travel.fr>

A confidential access code will be provided allowing the tracking of the claim 24/24.

If this deadline is not met, if the Insurer incurs a loss because of late notification, the indemnification may be reduced to the cost of the loss.

The Insurer will notify the Insured of the information that is needed in order for the Claim to be declared and it will be the Insured's responsibility to provide the Insurer with any documents or information that support the reason for the cancellation and enable the Insurer to assess the compensation amount.

If the reason for the Cancellation is medical, the Insured may, if wished, send the medical details in an envelope marked "Confidential" for the attention of the Insurer's Doctor (Médecin conseil).

6. SUPPORTING DOCUMENTS TO BE PROVIDED



IMPORTANT NOTE

It is the Insured's responsibility to prove that all the conditions required for implementation of this "Optimal Trip Cancellation or Amendment" cover have been met by supplying the supporting documents listed below.

If the documentation provided does not prove the materiality of the Covered event, the Insurer will be entitled to reject the Insured's claim for compensation.

COVERED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
IN ALL CASES	<ul style="list-style-type: none"> - Trip booking confirmation document, - bill for the cancellation or amendment fees for the insured services, - when applicable, the official document showing the relationship with the person who was the reason for the Cancellation or Modification (copy of the family identity booklet, partnership certificate, etc.), - R.I.B. (bank account details), - after the file has been reviewed, any other supporting document requested by the Insurer.
In the event of temporary or permanent disability	<ul style="list-style-type: none"> - the medical questionnaire to be filled in by the patient's doctor - if relevant, medical prescriptions for drugs, - if relevant, test results, - if relevant, a copy of the sickness certificate, - if relevant, a hospitalisation form, - after the file has been reviewed, if requested by the Insurer: statements showing reimbursement by the health insurance body of which the patient is a member.
In the event of medical contraindication to vaccination or being unable to take preventive treatment	<ul style="list-style-type: none"> - the medical certificate stating the contraindication to vaccination or the advice about not taking preventive treatment, - any medical document proving the situation that is incompatible with vaccination or preventive treatment.
In the event of death	<ul style="list-style-type: none"> - a copy of the death certificate, - if relevant, contact details for the lawyer dealing with the estate of the deceased Insured.
In the event of a resit examination:	<ul style="list-style-type: none"> - a copy of the examination resits notification letter, - a copy of the postponement or the educational report stating the postponement.
In the event of redundancy	<ul style="list-style-type: none"> - a copy of the letter summoning the person to the pre-redundancy interview, - a copy of the redundancy letter.
In the event of obtaining a job	<ul style="list-style-type: none"> - a recent jobseeker document or Employment Centre registration document, - a copy of the letter offering a position or the employment contract.
In the event of obtaining a paid work placement	<ul style="list-style-type: none"> - a recent jobseeker document or Employment Centre registration document, - a copy of the agreement relating to the paid work placement.

COVERED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
For serious Property damage	- the acknowledgment of the claim declaration to the home insurance company, - in the event of a burglary, a copy of the report made to the police authorities.
For serious damage to a vehicle	- the acknowledgment of the claim declaration to the vehicle insurance company, - or a copy of the vehicle repair and/or towing bill.
In the event of an Accident or mechanical breakdown of the means of transport used for travel to the departure point:	Public transport: - the travel ticket for the public transport, stating the Departure time, - a copy of the certificate provided by the transport company stating the date and time of the incident and the length of the delay or stoppage. Private transport: - a copy of the bill for the breakdown repair/towing, - if applicable, the acknowledgment of the claim declaration to the vehicle insurance company,
In the event of a riot, attack or terrorist act that occurs <i>Abroad</i>	- the document issued by the French Foreign Affairs Ministry advising against travel to the destination town(s) of the Trip; - the confirmation letter from the Approved Organisation or Intermediary stating that they cannot offer the Insured a destination other than the originally planned destination.
In the event of a Natural disaster that occurs <i>Abroad</i>	- the confirmation letter from the Approved Organisation or Intermediary stating that they cannot offer the Insured a destination other than the originally planned destination.
In the event of a random event:	- any document which describes the situation which caused the obstacle to travel.

BAGGAGE DAMAGE

1. PURPOSE OF THE COVER

1.1. Loss and/or accidental damage to baggage, personal items and effects

The Insurer covers, up to the amount limits shown in the Table of cover amounts, the loss of and/or accidental damage to baggage, personal items and effects the Insured carried with him/her or bought during the Trip, and resulting from:

- partial or complete destruction,
- loss during carriage by a transport company, when the baggage, personal items and effects carried with him/her or purchased during the trip were entrusted to the company,
- theft, **subject to the specific clauses on theft of valuables contained in Article 1.2.**

Specific cases:

- **Accidental damage to photographic or video equipment:**
The Insurer covers accidental damage to photographic or video equipment when these articles are damaged at the time when the Insured has a bodily accident.
- **Theft from a vehicle:**
The Insurer covers the theft of articles transported out of sight in the boot, after the Insured's vehicle has been broken into between the hours of 7 am and 10 pm (local time).

The vehicle must not be a convertible, and must be locked completely, with the windows and sunroof closed.

It is the Insured's responsibility to provide proof of the vehicle break-in and proof of the time at which the theft was committed.

1.2. Theft of Valuables

The Insurer covers, up to the amount limits shown in the Table of cover amounts, the theft of valuables that the Insured is carrying on him/her, or that he/she is using or has deposited in an individual left luggage locker or a hotel safe.

1.3. Delay exceeding in the transfer of the Insured's luggage to the place of stay

In the event of the baggage being delayed for over twenty-four (24) consecutive hours before its delivery to the place where the Insured is, the Insurer will reimburse, after presentation of proof, and up to the ceiling limit shown in the cover and excess amounts table, for the expenses incurred in purchasing essential items.

2. DAMAGE ASSESSMENT AND COMPENSATION

2.1. Cover amount

• Loss and/or accidental damage to baggage, personal items and effects

Cover is provided up to the limit per insured person, stated in the Table of Cover for all Claims arising during the insurance period.

• Theft of Valuables

Compensation in the case of theft of Valuables may not exceed 50% of the amount covered in respect of "Loss and/or accidental damage to baggage, personal items and effects".

• Delay exceeding in the transfer of the Insured's luggage to the place of stay

In the event of the delayed delivery of the Covered property to the Insured's holiday location, cover is provided up to the limit stated in the Table of Cover.

This compensation is not provided in addition to the cover in respect of "Loss and/or accidental damage to baggage, personal items and effects".

In the event of both types of cover being applied as the result of the same event, compensation paid in respect of delayed delivery of baggage to the place where the Insured is staying will be deducted from the amount due under cover for "Loss and/or accidental damage to baggage, personal items and effects".

2.2. Calculation of the compensation amount

The compensation calculation is based on the replacement value of articles of the same type, with a deduction for Age and up to the limit amounts stated in the Table of Cover.

It is assessed by mutual agreement and may never exceed the amount of the damage suffered, nor does it take consequential damage into account.

The Insurer foregoes application of the proportional rule on capital provided for by Article L 121-5 of the French Insurance Code.

3. IF THE INSURED FINDS THE STOLEN OR LOST ITEMS

If the Insured finds the stolen or lost items, **he/she must notify the Insurer by registered letter sent to the address indicated in Article 11 of these General Terms and Conditions as soon as he/she is informed of it.**

- **if the Insurer has not yet made a compensation payment** the Insured, the Insured must recover possession of these items, and if the cover applies, the Insurer will then only be responsible for payment for damage or for any missing items;

4. COVER EXCLUSIONS

In addition to the General Exclusions and any exclusions stated within the definitions, the following exclusions exist:

- 4.1. **theft, damage, destruction or loss:**
 - as a result of a decision by an administrative body or a prohibition on the transportation of certain items,
 - occurring during removals;
- 4.2. **partial or complete destruction, damage to or loss of Valuables of any kind whatsoever, including during their carriage by a transport company;**
- 4.3. **thefts committed by your staff in the performance of their duties;**
- 4.4. **thefts committed without a break-in or by using duplicate keys;**
- 4.5. **theft of articles that is committed in a public place, when those articles were not under continuous supervision;**
- 4.6. **damage resulting from the insured item's own inherent vice, its normal wear and tear, or the leakage of liquid, fats, colourants or corrosive substances forming part of the insured baggage;**
- 4.7. **damage to fragile articles, especially pottery and glass, porcelain or marble objects;**
- 4.8. **items lost, forgotten or misplaced by the Insured's own actions or by the actions of his/her travel companions;**
- 4.9. **damage resulting from scratches, grooves, tears or stains;**
- 4.10. **damage resulting from smoking-related accidents;**

- **if the Insurer has already paid compensation**, the Insured can choose to either relinquish or to recover these items and repay the compensation amount the Insurer paid to him/her, subject to deduction for damage or any missing items. However, if the Insured does not ask to recover possession of these items within fifteen (15) days from the date on which he/she was notified that they had been found, the Insurer will consider that the Insured is opting for relinquishment.

4.11. **thefts from a campsite, whilst under canvas;**

4.12. **damage caused to:**

- **documents, identity documents, credit cards, magnetic cards, travel tickets, cash, shares and securities, keys,**
- **equipment of a professional nature, sales representatives' product sample collections, goods, medical equipment and drugs, perishable foods, wines and spirits, cigarettes, cigars and tobacco,**
- **all downhill, cross-country and water-skiing kit and equipment (skis, monoskis, surfboards, wakeboards, poles, footwear, etc.), windsurfing boards, golfing equipment, diving bottles, bicycles, paragliders, parachutes, flying wings, boats, car accessories, caravan, camping car, and boat furniture,**
- **musical instruments, objets d'art and crafted objects, antiques, religious objects, collectible items,**
- **video game consoles and their accessories,**
- **clothing, accessories, unless they are Valuables, worn by the Insured,**
- **spectacles (lenses and frames), contact lenses, prostheses and aids of all kind, unless they are destroyed or damaged at the time of an Accident causing serious bodily injury to the Insured,**
- **animals.**

5. WHAT THE INSURED MUST DO IN THE EVENT OF A CLAIM

The Insured must:

- **In the event of theft:** file a formal complaint, within 48 hours, with the police authorities closest to the scene of the crime.
- **In the event of complete or partial destruction:** obtain a written report of the damage, produced by a competent authority or the person responsible; or failing this, by a witness.
- **In the event of loss or partial or complete destruction by a transport company:** it is essential to have a report drawn up by a qualified employee of this company.

In all cases, the Insured must:

- take all measures so as to limit the consequences of the Claim incident;
- **advise the Insurer of the Claim, by registered letter, within five (5) working days** of his/her knowledge of it, except under exceptional circumstances or a case of force majeure; this deadline is reduced to **forty-eight (48) hours in the case of theft.**

If the Insured fails to meet this deadline and if the Insurer incurs a loss because of the late notification, the indemnification may be reduced to the cost of the loss.

- **contact the Insurer:**

A confidential access code will be provided allowing the tracking of the claim 24/24.

The Insurer will provide the Insured with the information that will be needed for the claim file to be set up. The latter must send the Insurer the supporting documents for the claim, in particular:

- a copy of the Specific Terms and Conditions,
- Trip booking confirmation document, and where applicable:
- a copy of the detailed crime report drawn up by the nearest police authorities to the crime location
- a copy of the Baggage Irregularity Report (P.I.R.) drawn up by the transport company or the Certificate for the late delivery of baggage, mentioning the date and time of delivery and the original check-in ticket of the baggage(s) concerned.
- the original invoices for the purchase, or repairs, or refurbishment,
- photographs and/or estimation certificates confirmed by an approved expert in the event of the theft of Valuables.
- a letter acknowledging reception of the incident statement by the car insurer or a copy of the car repair invoice or in the event of a rental, a copy of the description of the vehicle on the day of its restitution to the rental company, in the event of a vehicle being stolen.

In order to make declaration easier and claim handling more efficient, it is advisable to declare the claim via the following website: <https://indemnisation.allianz-travel.fr>

ADVICE TO TRAVELLERS

- **Before the trip:**
 - check that this policy covers the selected destination and the duration of the planned Trip;
 - obtain information about the required identity documents for entry to the country being visited (identity card, passport, visa) and the health conditions;
 - obtain and carry the necessary documents (vaccination booklet, medical insurance document);
 - obtain the documents needed to be carried from the Health Insurance Association to certify they are responsible for medical expenses during the Trip: European Health Insurance Card or specific form, depending on the country.
 - if the Insured is undergoing treatment, they should take with them a sufficient supply of medicines, over and above the amount required for the Trip period, to allow for the eventuality of their return being delayed.
- **While travelling:**
 - keep medication and prescriptions in the hand luggage so as to avoid interrupting treatment if the baggage checked with the transportation company is delayed or lost;
 - keep separate copies of both sides of identity papers and means of payment. These photocopies will be useful, in the event of loss or theft.



1. PURPOSE OF THE COVER

When the Insured calls on Allianz Travel for assistance, decisions regarding the nature, the appropriateness, and the way in which the measures to be taken are organised are the exclusive responsibility of its Assistance Department.

➤ **ACCIDENT, ILLNESS AND UNFORESEEN CIRCUMSTANCES ASSISTANCE**

1.1. Repatriation Assistance

If the Insured's state of health requires them to be repatriated, Allianz Travel will assist as follows:

- **Organising and paying the cost of the Insured for transportation to a hospital**
- Allianz Travel arranges and pays for the return of the Insured to his/her Domicile in Europe or transportation to the hospital that is closest to the home of the Insured and/or is the most suitable to provide the care required by his/her state of health. In this case, if the Insured wishes, Allianz Travel can then organise the return to their Home in Europe as soon as their state of health permits.
- **Reimbursement of the Insured's accommodation costs and/or those of the insured members of his/her family or an Insured person travelling with him/her, in the event of:**
On presentation of receipts, Allianz Travel reimburses the Insured up to the limits stated in the Table of Cover, for your additional accommodation costs and those incurred by the insured members of family or by an insured person travelling with the Insured, from the day he/she is immobilised up to the day of repatriation home in Europe.
- **By organising and paying the costs of the return of an Insured travel companion and minor children**
Allianz Travel also organizes and pays the costs, once our medical department has agreed to this, for a trip for an insured person who is with the Insured at the place of stay to enable that person to accompany him/her and/or enable the minor children who were travelling with him/her to return Home if no adult member of the family is present at the place of stay with them and if repatriation takes place more than twenty-four (24) hours before the originally planned return date.

IMPORTANT NOTE

• **Minor children**

Some types of holiday and certain destinations are not suitable for very young children. Given the risks of disease related to travel time or conditions, the health situation and the climate it is advisable to consult the attending physician or paediatrician when planning the Trip.

All underage minors living in France and traveling abroad alone or unaccompanied by one of its legal representatives must carry, in addition to the currently valid identity documents, an authorization to leave the territory drawn up by one of its representatives.

In all cases, when a minor child is repatriated, Allianz Travel cannot be held responsible for any delay caused by the need to correct the administrative situation.

• **Pregnant women**

Because of risks that could endanger the health of women at an advanced stage of pregnancy, the various airlines apply different restrictions and these are liable to change without advance notice: medical examination a maximum of 48 hours before departure, presentation of a medical certificate, request for the medical approval of the company, etc.

In the event of an emergency and if their contract allows, assistance companies organise and pay the cost of air transport on the express condition that doctors and/or the airlines have no objections.



IMPORTANT NOTE

Decisions are only taken in consideration of the medical interests of the Insured and are the exclusive responsibility of the Allianz Travel Doctors in agreement with the local Medical Practitioners.

Allianz Travel Doctors contact the local medical teams and, if required, the Insured's usual medical practitioner, in order to gather the information that will enable the most appropriate decisions in respect of the Insured's state of health to be taken.

The Insured's repatriation is decided on and managed by medical staff who hold qualifications that are legally recognised in the country in which they usually practice their professional activity.

If the Insured refuses to follow the decisions reached by the Allianz Travel medical department. He/she discharges Allianz Travel of any liability in relation to the consequences of such an initiative and lose all rights to services and compensation by him/her.

Furthermore, Allianz Travel will, under no circumstances, replace the local emergency services.

1.2. Hospitalisation in situ

- **Paying the cost to enable a member of the Insured's family to get to the hospital bedside**

If the Insured is hospitalised locally for more than three (3) days, or more than forty-eight (48) hours if he/she is a minor or disabled and was not accompanied by another adult member of the family during the trip:

- Allianz Travel pays the cost of an outward and return Journey for a member of his/her family staying in Europe to enable them to get to the hospital;
- On presentation of supporting documents, Allianz Travel will reimburse the cost of that person's accommodation, up to the amount limit stated in the Table of Cover **until the Insured is possibly repatriated.**

This service is not additional to the "Organisation and payment for the return of an insured travel companion and minor children" cover.

- **Organising and paying the round-trip transport costs of a person to escort the Insured's minor children on their return journey**

If the Insured are hospitalised locally when travelling with at least one minor child and no other adult member of your family is present with them, we pay the costs of a round trip for a person of his/her choice, who resides in Europe, or an Allianz Travel attendant to accompany the child on their return home to Europe.

1.3. Additional costs locally

If the Insured receives treatment locally and your state of health does not necessitate repatriation, or if the repatriation takes place after the end date of the originally planned trip, on presentation of receipts, we refund the Insured up to the amount limits stated in the cover and excess amounts table:

- **Accommodation costs:**

the additional accommodation costs of the Insured and those incurred by the insured members of family or by a person insured under this policy who is travelling with him/her.

- **Costs of transportation to continue the interrupted Trip:**

the cost of transport that the Insured takes to continue the interrupted journey, up to the limit of the amounts Allianz Travel would have paid for him/her to return home in Europe.

1.4. Search and/or rescue costs

The Insurer reimburses the Insured for the Search Costs at sea or in the mountains and/or the Rescue Costs incurred up to the ceiling limit stated in the Table of Cover.

1.5. Despatch of medicines to the location

If the Insured is staying Abroad or requires medicines that cannot be found on the spot, as long as the Insured's Doctor agrees:

Allianz Travel undertakes to despatch the medicines **if they are essential to a curative treatment in progress, provided that no equivalent medication can be prescribed for you locally and that national and international customs regulations or health regulations do not prevent the medicines from being despatched;**

Allianz Travel will get these products to the Insured as soon as possible. **However, Allianz Travel cannot be held liable for delays attributable to the carrier companies used or for the potential unavailability of the medicines.**

The Insured agrees to refund Allianz Travel the cost of these medicines within three (3) months of receiving them. After this time, Allianz Travel will be entitled to claim expenses and legal interest in addition.

1.6. Psychological support

Allianz Travel provides the Insured with its telephone support service, up to the limits stated in the Table of Cover, in the event of major trauma resulting from a covered Illness or Bodily Accident.

1.7. Early return assistance

Allianz Travel will organise and pay the costs, if the originally planned means for the Insured's return journey to Europe can no longer be used:

- either for the Insured's return home, and if necessary, for the insured members of family travelling with him/her,
- or for a round trip for one of the persons insured under this policy and shown on the same policy application form.

The Insured can receive this service in the following cases:

- **in the case of an illness or accident, resulting in emergency hospitalisation which commences during the Insured's trip** and which, in the opinion of the Insurer's Medical Department is of a life-threatening nature, of the spouse or common-law partner, of an ascendant or descendant, of a brother, sister, legal guardian, a person of whom he/she is the guardian, who is not taking part in the trip;
- **in order to attend the funeral after the death** of the Insured's Spouse or common-law partner, of an ascendant, descendant, brother, sister, brother-in-law, sister-in-law, son-in-law,

daughter-in-law, father-in-law, mother-in-law, legal guardian, a person of whom he/she is the guardian, not taking part in the trip and living in Europe;

- **in the event of damage to property** as a result of a burglary, fire, water damage or climate event, making your presence at the location essential to implement conservation measures and administrative actions, and affecting over 50% of:
 - his/her main or secondary residence,
 - his/her farming business,
 - his/her business premises, if he/she is a tradesperson, trader, company manager or if he/she is in a liberal profession.

1.8. "Unforeseen" assistance:

- **Theft of Insured's identity documents, credit cards, travel tickets:**

If his/her identity documents, credit cards and/or travel tickets are stolen:

- Allianz Travel can advise the Insured on the necessary steps to be taken;
- if the Insured no longer has any means of payment,
 - Allianz Travel grants the Insured a funds advance for an amount not exceeding the ceiling stated in the Table of Cover,
 - Allianz Travel arranges for the Insured to return or continue the Trip; **the expenses incurred will be payable by the Insured.**

In this case, the Insured has three (3) months from the date on which the funds were made available or his/her return date to repay Allianz Travel for this advance or the expenses incurred by it on behalf of the Insured.

After this time, Allianz Travel will be entitled to claim expenses and legal interest in addition.

➤ LEGAL ASSISTANCE

1.9. Legal assistance Abroad

- **Reimbursement of lawyer's fees**

When a legal action is commenced against the Insured, Allianz Travel reimburses him/her for the lawyer's fees, on presentation of receipts and up to the ceiling limit stated in the cover and excess amounts table, **insofar as:**

- **the lawsuit is not related to the Insured's professional activity,**
- **the lawsuit does not relate to using or keeping a terrestrial motor vehicle,**
- **the actions with which the Insured is charged are not, under the legislation of the country in which he/she is staying, subject to criminal penalties.**

- **Advance for bail**

If the Insured is imprisoned or threatened with imprisonment, **provided that the proceedings in which the Insured is involved are not motivated by:**

- **trafficking of drugs or narcotics,**
- **the Insured's participation in political movements,**
- **any wilful infringement of the laws of the country in which the Insured is staying,**

Allianz Travel will advance to the Insured, up to the limit shown in the cover and excess amounts table, the legally required amount of bail.

In this case, the Insured has three (3) months from the date on which the sum was provided to repay this advance to Allianz Travel

After this time, Allianz Travel will be entitled to claim expenses and legal interest in addition.

➤ DEATH ASSISTANCE

1.10. Assistance in the event of an Insured's death

In the event of the death of an Insured, Allianz Travel organizes and pays the cost of:

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

➤ EMERGENCY MEDICAL EXPENSES AND HOSPITALISATION ABROAD

1.11. Emergency medical expenses and hospitalisation abroad

Up to the amount limits stated in the Table of Cover, less the Excess stated in the same table:

- **Reimbursement of Emergency medical expenses for which the Insured is responsible (except for Emergency dental treatment costs)**

If the Insured incurs medically prescribed medical or hospital expenses outside France or outside the country he/she is domiciled, Allianz Travel will reimburse him/her for the remaining costs payable by him/her (**except emergency dental costs**) after payment by the basic health insurance body, the health insurance company or any other insurance or provident organisation.

- **Reimbursement of Emergency dental costs**

The Insurer will also reimburse the Insured for the cost of emergency dental treatment for which he/she is responsible for after payment by his/her basic health insurance body, health insurance company or any other insurance or provident organisation.

To receive this service, the Insured must belong to a mandatory primary health insurance scheme.

- **Advance for hospital costs**

In the event of hospitalisation, Allianz Travel can make an advance for the costs, by direct payment to the hospital up to the ceiling limit stated in the Table of Cover.

In this case, the Insured undertakes to reimburse the advance to Allianz Travel within three (3) months commencing from the date on which he/she returns from the Trip.

After this time, Allianz Travel will be entitled to claim expenses and legal interest in addition.

Refunds and/or advances cease on the day on which the Allianz Travel medical department considers that it is possible for the Insured to be repatriated.

In all cases, the Insured undertakes to submit his/her reimbursement claim to his/her basic health insurance body, insurance company or any other insurance or provident organisation from which he/her can claim.

2. COVER EXCLUSIONS

In addition to the General Exclusions and any exclusions stated within the definitions, the following exclusions exist:

- For all types of assistance cover:

- 2.1. expenses incurred without the prior approval of Allianz Travel;
- 2.2. the consequences of any air transport incident that occurs to transport booked by the Insured, if it is operated by a company listed in the European Commission blacklist, regardless of the departure or destination location;
- 2.3. the consequences of illnesses or injuries that were pre-existing, had been diagnosed and/or treated, as well as surgical "comfort" operations resulting in a hospital stay, day patient or outpatient treatment, in the six (6) months prior to the assistance request;
- 2.4. the consequences of an unconsolidated ailment being treated and from which the Insured is still convalescing, as well as any ailments occurring during a trip taken for the purpose of diagnosis and/or treatment;
- 2.5. the eventual results (check-up, additional treatment, recurrence) from an ailment which previously gave rise to a repatriation in the six (60 months prior to the assistance request);
- 2.6. organising and paying for the transport referred to in Article 1.1 "Repatriation assistance" for ailments or minor injuries which can be treated on the spot and do not prevent the Insured from continuing the Trip;
- 2.7. voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences, in addition to a pregnancy which has resulted in hospitalisation within the six (6) months prior to the assistance request;

2.8. the Insured's participation in any sport practised in an official competition or as a professional or under a paid contract, in addition to preparatory training;

2.9. the failure of the Insured Person to comply with official prohibitions and safety rules related to the practice of a sports activity;

2.10. the consequences of an accident occurring during the practising of hunting as well as any of the following sports, whether individually or as part of an activity under the aegis of a sporting association: surf-kiting, skeleton, bobsleigh, ski jumps, competition sleighing, any off-piste sliding sport, mountain climbing at more than 3000m, rock climbing, caving, delta plane, sailplane, paragliding, any parachuting activity and any sport carried out from ultralight motorized aircraft under the terms of the civil aviation code;

2.11. expenses not expressly mentioned as giving rise to a refund, in addition to the cost of meals and any expenses for which the Insured is unable to produce a receipt;

- In addition, under the "Emergency medical and hospital costs abroad" cover, the following are excluded:

2.12. the cost of thermal spa treatment, heliotherapy, slimming treatments, rejuvenation cures, and all kinds of "comfort" or beauty treatments, physiotherapist's costs;

2.13. the costs of implants, prostheses, artificial aids and optical costs;

2.14. vaccination expenses;

2.15. the cost of treatment or care not resulting from a medical emergency;

2.16. the cost of treatment or care, the therapeutic nature of which is not recognised by French legislation.

3. WHAT THE INSURED MUST DO IN THE EVENT OF A CLAIM

3.1. To request assistance

The Insured must contact Allianz Travel or get a third party to contact us as soon as his/her situation is expected to involve early return or expenses that fall within the scope of our cover.

Allianz Travel services are available 24 / 7:



by calling 01 42 99 02 02
or 33 1 42 99 02 02*, if the Insured is outside France

*no surcharge on numbers

The Insured will immediately be given a file number and Allianz Travel will ask him/her to:

- specify the contract number,
- give an address and telephone number where we can contact him/her and the details of the people who are assisting them,
- permission for the Allianz Travel Assistance Doctors to access all the medical information about the Insured or the person who needs assistance from Allianz Travel.

3.2. For a refund claim

In order to receive a refund of expenses advanced by the Insured with the approval of Allianz Travel, the Insured must provide Allianz Travel with all the supporting documents that will enable it to determine the validity of the claim.

by post to the following address:

AWP FRANCE SAS
Service Relations Clientèle (Customer Relations) – RELAC 01
7 rue Dora Maar
CS 60001

93488 Saint-Ouen Cedex

Or by phone from Monday to

Friday from 9 am to 5:30 pm:

From France on 01 42 99 08 83* or

on + 33 1 42 99 08 83*

if the Insured is outside France:

*no surcharge on numbers

Services which have not been requested in advance and which have not been organised by Allianz Travel do not open entitlement to a refund or a compensation payment.

The Insured must supply the following justifying documents:

- R.I.B. (bank account details),
- a copy of the Trip booking form,
- after the file has been reviewed, any other supporting document requested by Allianz Travel

And depending on the implemented services:

Reimbursement of medical expenses

- copies of the medical expenses bill(s) paid by the Insured,
- a copy of the refund statement issued by Social Security,
- the original of the mutual insurance reimbursement and/or of any insurance and provident body

Reimbursement of Search costs/Rescue costs

- the original paid bill for the Search costs/Rescue costs.

Reimbursement of lawyer's fees

- the original paid Bill of fees

Reimbursement of accommodation Expenses

- original paid bill of accommodation expenses

3.3. To cover the cost of transport

When Allianz Travel organizes and pays the cost of transport as part of our cover, this will be 1st class train travel and/or tourist class flight or by taxi, depending on the decision taken by our Assistance Department.

In this case, the Allianz Travel takes ownership of the original tickets and the Insured undertakes to return them to us or to refund us with the amount he/she managed to obtain as a refund from the organisation that issued these tickets.

When the Insured did not originally have a return ticket, Allianz Travel asks the Insured to refund the amount he/she would have paid, in any case for a return on the basis of 1st class train tickets and/or tourist class air tickets, at the time of the planned return, from the company with which the outward journey was made.

4. LIMITS TO THE ASSISTANCE SERVICE

Allianz Travel acts in compliance with national and international laws and regulations and our services are subject to obtaining the necessary approval from the competent administrative authorities.

Moreover, the Insurer cannot be held liable for delays or hindrances to the performance of the agreed upon services as a result of force majeure, or events such as strikes, riots, notable political instability, reprisals, embargoes, economic sanctions (a summary of restrictive measures by company is available on the website of the French Ministry of Economy and Finances: [https://www.tresor.economie.gouv.fr/Ressources/sanctions-](https://www.tresor.economie.gouv.fr/Ressources/sanctions-financieres-internationales)

[financieres-internationales](https://www.tresor.economie.gouv.fr/Ressources/sanctions-financieres-internationales)), popular movements, restrictions on free circulation of goods and persons, sabotage, terrorism, Civil or Foreign wars, consequences of the effects of radioactive activity, natural disasters on any other fortuitous case.

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

PRIVATE CIVIL LIABILITY ABROAD

1. PURPOSE OF THE COVER

During the business Trips of the Insured, the Insurer covers the financial consequences of civil liability that the Insured could incur in the form of damages, by application of legislation or case law in the country in which he/she is staying because of the Damages:

- bodily injury,
- property damage,
- non-pecuniary damage consequential from the covered bodily injury or property damage, resulting from an *Accident* that occurred in the *Insured's* private life and caused to a *Third party* by:
 - his/her act,
 - the act of persons for whom he/she is responsible,
 - the act of things or animals in the *Insured's* care.

2. SUBSIDIARITY OF THE COVER

Cover is provided to the Insured outside France and only in those countries in which he/she does not have the benefit of Civil liability insurance taken out with another company.

3. COVER AMOUNTS

Cover is provided up to the ceiling limits stated in the Table of Cover, on the assumption that:

- The Per event limit stated in the Table of Cover constitutes the maximum amount of coverage for a single event, i.e. a combined limit for all Damages: bodily injury, property damage and directly consequential loss,
- in all cases, an Excess per Claim, for the amount stated in the Table of Cover will be payable by the Insured.

4. COVER EXCLUSIONS

In addition to the General Exclusions and any exclusions stated within the definitions, the following exclusions exist:

- 4.1. damage caused to members of the Insured's family, salaried and non-salaried staff in the performance of their duties or to any other person who has the status of an insured person under this policy;
- 4.2. damage caused to pets or objects belonging to the Insured or which have been rented, loaned or entrusted to him/her;

4.3. damage caused by:

- any terrestrial motor vehicle that meets the definition contained in Article L 211-1 of the French Insurance Code,
- any terrestrial vehicle that has been designed for the purposes of attachment to a terrestrial motor vehicle,
- any air, sea or river navigation device;

- 4.4. the practising of hunting as well as any of the following sports, whether individually or as part of an activity under the aegis of a sporting association: surf-kiting, skeleton, bobsleigh, ski jumps, competition sleighing, any off-piste sliding sport, mountain climbing at more than 3000 m, rock climbing, caving, delta plane, sailplane, paragliding, any parachuting activity and any sport carried out from ultralight motorized aircraft under the terms of the civil aviation code;
- 4.5. the consequences of an accident that occurred when the Insured was bungee-jumping, diving whether using and not using SCUBA equipment, if the activity is not organised by a qualified professional;
- 4.6. damage caused to Third Parties which results from the organisation, preparation or participation in a competition

- organised under the aegis of a sports federation, subject to official approval or is under a legal insurance obligation;
- 4.7. damage caused in the performance of the Insured's professional activity (during professional courses) or when he/she is participating in an activity organised by a non-profit association, an institution or community;
- 4.8. the *Insured's* contractual liability;
- 4.9. the liability that the Insured could incur due to a fire, explosion or water damage.

In addition, the following exclusions apply:

finances and all monetary penalties, pronounced as penalties, which do not constitute the direct repair of a Bodily injury or Property damage and/or directly Consequential loss are never covered.

5. TIME-RELATED APPLICATION

The time period for operation of the cover is stated in Law No. 2003-706 of 1 August 2003.

Cover that is triggered by the harmful event covers the insured person for the monetary consequences that he/she is liable for, when the harmful event occurs between the original effective date of the cover and its cancellation or expiry, irrespective of the date of the other elements constituting the incident.

6. WHAT THE INSURED MUST DO IN THE EVENT OF A CLAIM

The *Insured* must not make any acknowledgment of liability, nor have any dealings without the agreement of the *Insurer*. However, admission of a material fact or acting simply from a duty of assistance does not constitute admission of liability.

The Insured must declare the claim to the Insurer **within five (5) working days of his/her knowledge of it**, except in the event of exceptional circumstances or force majeure:



- either by e-mail to the following address:
responsabilite.civile@votreassistance.fr

- or by post to the following address:

AWP FRANCE SAS
DT - Service Juridique - DT03
7 rue Dora Maar
CS 60001
93488 Saint-Ouen Cedex

If this deadline is not met, if the Insurer incurs a loss because of late notification, the indemnification may be reduced to the cost of the loss.

In the event of court proceedings against the Insured, he/she grants the Insurer all powers to manage the case and exercise any method of recourse in relation to the civil jurisdictions or to associate with the Insured's defence and exercise any method of recourse for civil interests in relation to the criminal jurisdictions.

On receipt, the Insured must send the Insurer any notification, summons, served document and proceedings-related document that is sent to him/her or which has been served on him/her.

In the event of a delay in sending these documents, the Insurer can claim compensation from the Insured that is proportionate to the harm suffered by it (Article L 113-11 of the French Insurance Code).

If the Insured fails in his/her obligations subsequent to the Claim incident, the Insurer will compensate the Third parties or their beneficiaries, but the Insurer may bring proceedings against the Insured to recover the sums paid out.

7. MEASURES IN THE EVENT OF INCOME BEING GRANTED TO A VICTIM BY A COURT RULING

If an order is made for the purchase of securities as a guarantee for payment of income, the *Insurer* will establish this security guarantee up to the amount of its responsibility.

If no order has been made in respect of security, the capital value of the income is calculated using the rules that apply to the calculation

of the actuarial reserves for this income. If this value is below the amount of the cover, the Insurer is responsible for the total income. If it is higher, only the income that corresponds to the amount of the Insurer's cover, is the responsibility of the Insurer.

8. SUPPORTING DOCUMENTS TO BE PROVIDED

The *Insurer* will provide the *Insured* with the information that will be needed for the claim file to be set up. It is the *Insured's* responsibility to provide the *Insurer* with all the documents and information in support of the claim and which will enable the *Insurer* to assess the loss, in particular:

DAMAGE CAUSED TO THE VICTIM	SUPPORTING DOCUMENTS TO BE PROVIDED
IN ALL CASES	<ul style="list-style-type: none"> - Trip booking form, - the refusal letter sent by the <i>Insured's</i> main insurer for <i>Civil liability</i> (multi-risk home insurance company).
PROPERTY DAMAGE and/or CONSEQUENTIAL LOSS	<ul style="list-style-type: none"> - the original repair bill for the damaged item and the payment receipt, accompanied by a copy of the original purchase bill on which the damaged item is specified or - a certificate issued by a professional stating that the damaged item cannot be repaired, accompanied by a copy of the original purchase bill on which the damaged item is specified - any other element relating to the claim submitted by the victim, - any other supporting document requested by the Insurer.

- full contact details of the victim,
- any supporting medical documents provided by the victim,
- any other element relating to the claim submitted by the victim,
- any other supporting document requested by the Insurer.

TRIP CURTAILMENT

1. PURPOSE OF THE COVER

The Insurer provides cover, up to the limits stated in the cover and excess amounts table, by making a compensation payment when the Insured's trip is interrupted or if the return ticket has not been used for one of the following reasons:

- medical repatriation of the Insured, organised by Allianz Travel or another assistance company,
- the Insured's early return as a result of an event covered in article 1.7. of the "Travel assistance" cover and organised by Allianz Travel or by another assistance company.
- hospitalization in situ of the Insured, as long as Allianz Travel has previously agreed to it.



IMPORTANT NOTE

Before organizing his or her early return, the Insured must ask Allianz Travel for prior agreement to refunding because of the curtailment of the stay (unless the early return is covered by another assistance company) by phone:

**From France on 01 42 99 02 02 (call not surcharged) or
If outside France No. 00 33 (1) 42 99 02 02
24 / 7**

2. COVER AMOUNTS

Compensation is proportional to the number of days of the Trip that are unused and the number of persons who have actually vacated the holiday accommodation.

Compensation is paid up to the limits shown in the cover and excess amounts table, per Insured but not exceeding the ceiling per event.

Compensation is calculated starting from the day after the event that gives rise to it occurs (medical repatriation, early return, hospitalisation in situ).

Deductions will be made from the calculation basis for administration expenses, visas, insurance, tips, outward and return transport and refunds or compensation paid by the Tour Operator.

- **When staying in a hotel**

Compensation is calculated on the basis of the cost per person of the unused services at the resort for the insured trip, up to the limit amounts per person and per event stated in the cover and excess amounts table, with deductions made for refunds or compensation paid by the Insured's travel service organisers.

If the holiday has been curtailed by the Insured's hospitalisation in situ, the calculation of compensation starts from the day after the hospitalisation on the basis of accommodation expenses for the Insured and the person who received accommodation expenses under the "Assistance to traveller" cover. Compensation is calculated, up to the limit amounts per person and per event stated in the cover and excess amounts table, with deductions

made for refunds or compensation paid by the Insured's travel service organisers.

- **For rentals**

Compensation is calculated on the basis of the cost of the insured rental accommodation, up to the limit amounts per person and per event stated in the Table of cover, on the assumption that the rental accommodation will be fully vacated.

If the holiday has been curtailed by the Insured's hospitalisation in situ, the calculation of compensation starts from the day after the hospitalisation on the basis of accommodation expenses for the Insured and the person who received accommodation expenses under the "Assistance to traveller" cover. Compensation is calculated, up to the limit amounts per person and per event stated in the cover and excess amounts table, on the assumption that the rental accommodation must be fully vacated.

- **For flight only arrangements:**

Compensation is calculated on the basis of the cost of the unused tickets, up to the limit amount stated in the cover and excess amounts table. When your original air ticket is used for the repatriation of the Insured, the Insurer compensates the Insured up to the limit set for flight only arrangements.

The compensation amount paid for flight only arrangements is not paid in addition to compensation for hotel accommodation or rental accommodation.

3. COVER EXCLUSIONS

In addition to the "General Exclusions" and any exclusions stated within the definitions, the consequences of the following circumstances and events are also excluded:

- 3.1. any event that is not specified in Article 1 "Purpose of the cover" is excluded.
- 3.2. epidemics, local health situations, pollution, meteorological, natural or climate events;
- 3.3. natural disasters;

4. WHAT THE INSURED MUST DO IN THE EVENT OF A CLAIM

As soon as the Insured request assistance of Allianz Travel and Allianz Travel agrees that he/she can receive the benefits of the "Trip curtailment" cover, he/she must submit a claim for reimbursement of the services that have not been used due to the curtailment:



- by e-mail to the following address:
remboursement.assistance@votreassistance.fr

- or by post to the following address:
AWP FRANCE SAS
Service Relations Clientèle - RELAC01
7 rue Dora Maar
CS 60001
93488 Saint-Ouen Cedex

Allianz Travel will provide the Insured with the information needed to submit the Claim and the Insured will be required to supply the Insurer with any documents and information in proof of the claim that will allow the amount of loss to be determined, in particular:

- the invoices of the Trip Organization or Authorized Representative.
- an R.I.B. (bank account details),
- the original return travel tickets both **used and unused**,
- the Allianz Travel claim file reference under which the Insured received approval to curtail the holiday,
or
- the intervention statement from another assistance company, indicating the reason for their intervention,
- after the file has been reviewed, any other supporting document requested by Allianz Travel

MISSED TRANSPORT

1. PURPOSE OF THE COVER

If the Insured misses his Trip departure or return transport, **because of a Random Event**, provided that the Insured leaves for the same destination within the twenty-four (24) hours following the initial time, the Insurer will reimburse the Insured within the limits indicated in the Table of cover amounts:

For the missed outward flight:

- Either the price of a new round-trip ticket if the missed Departure flight of the Trip systematically leads to the loss of the initial return ticket;
- or the price of a new outward ticket if only a simple Outward ticket was purchased;

For the missed Return flight:

- either the price of the new Return ticket,

When your initial Round-Trip ticket of the Insured can be amended, the Insurer will refund the amendment expenses if the initial Outward or Return ticket has been re-validated for another flight and has not been purely and simply cancelled.

A random Event, whatever it is, must:

- constitute an immediate, actual and serious obstacle preventing the departure of the Insured.
- have a direct causal link with the missed flight.

If the Insured cannot establish the true nature of the situation entitling him/her to our services and if the information provided does not prove the materiality of the facts the Insurer can reject your claim.

2. COVER AMOUNTS

The Insurer reimburses the Insured for traveling expenses engaged to get to his/her destination, including airport taxes and Service expenses within the limits of the amounts indicated in the table of cover amounts. **The cost of tips, administration, visas and other expenses, outside of service charges, as well as the premium paid to take out this policy will not be reimbursed.**



IMPORTANT NOTE

The cover cannot be accumulated with the "Optimum Covered Trip Cancellation or Modification" cover referring to the same covered Trip.

3. COVER EXCLUSIONS

In addition to the General Exclusions and any exclusions stated within the definitions, the consequences of the following circumstances and events are also excluded:

- 3.1. Missed flights due to a change of schedules because of the carrier.
- 3.2. results, sequels, complications or aggravations of and Illness or a bodily accident that were observed before the covered Trip was booked;
- 3.3. illnesses already diagnosed or bodily accidents that had already occurred, or treatment or relapse or deterioration or hospitalisation between the date on which the Trip booking was made and the date on which this policy was taken out;
- 3.4. illnesses which had previously been diagnosed, had a changed status, a further test or change in treatment within the thirty (30) days prior to the booking of the covered Trip;
- 3.5. bodily accidents which had occurred or given rise to a surgical procedure, physiotherapy, a further test or change in treatment within the thirty (30) days prior to the booking of the covered Trip;
- 3.6. medical contra-indications that are not the result of an Illness, including those related to a pregnancy condition or to a bodily accident;

- 3.7. forgetting to get vaccinated or failure to take the preventive treatment necessary for the covered Trip destination;
- 3.8. any professional event preventing the Insured from reaching the place of departure in the times set by the carrier;
- 3.9. climatic, meteorological or natural events;
- 3.10. Natural disasters,
- 3.11. any event that occurs between the date on which the Trip was booked and the date when this policy was taken out;
- 3.12. any circumstance that only harms the simple pleasure of the Insured's Trip;
- 3.13. failure of any kind, including financial failure, of the Authorised Organisation or Intermediary of the Trip making it impossible for them to perform their contractual obligations.
- 3.14. if the Insured is not allowed to board because of behavior considered to be aggressive and or dangerous by the staff in charge of passenger transport or the Insured's failure to comply with the luggage check-in time limit and/or failing to turn up for boarding.

4. WHAT THE INSURED MUST DO IN THE EVENT OF MISSED TRANSPORT

The Insured must inform the Insurer when the event that causes him/her to miss the transport occurs, and this must be done within five (5) working days of his/her knowledge of it, except in exceptional circumstances or a case of force majeure:



To make declaration easier and claim handling more efficient, it is advisable to declare the claim via the following website:

<https://indemnisation.allianz-travel.fr>

A confidential access code will be provided allowing the tracking of the claim 24/24. The Insured may also call the Insurer on the phone from Monday to Friday, between 9 am and 6 pm (Metropolitan France time zone):

From France on No. 01 42 99 03 95* or

From outside France on 00 33 1 42 99 03 95

*no surcharge on numbers

If this deadline is not met, if the Insurer incurs a loss because of late notification, the indemnification may be reduced to the cost of the loss.

5. SUPPORTING DOCUMENTS TO BE PROVIDED

It is the Insured's responsibility to provide the Insurer with all the documents and information in support of the reason for his/her "missed transport" and which enable the Insurer to calculate the amount of compensation.

If the reason is medical, the Insured may, if wished, send the medical details in an envelope marked "Confidential" for the attention of the Insurer's Doctor (Médecin conseil).



IMPORTANT NOTE

It is the Insured's responsibility to prove that all the conditions required for implementation of this "Missed Trip" cover have been met.

If the documents are not provided or if they are and they do not prove the materiality of the covered event, the Insurer will be entitled to reject the Insured's claim for compensation.

COVERED EVENTS

IN ALL CASES

As a result of another random event

SUPPORTING DOCUMENTS TO BE PROVIDED

- The original unused "outward" leg travel ticket (paper ticket, e-ticket or airport check-in document for flights),
 - the original of the replacement ticket that was purchased (original boarding ticket for air travel) together with a copy of the purchase receipt,
 - when applicable, the official document showing the relationship with the person who was the reason for the Cancellation (copy of the family identity booklet, partnership certificate, etc.),
 - an R.I.B. (bank account details),
 - after the file has been reviewed, any other supporting document requested by the Insurer.
- any document which describes the situation which caused the obstacle to travel.

FLIGHT OR TRAIN DELAY

1. PURPOSE OF THE COVER

In the event of a delay to the Means of Transport used by the Insured for his/her Trip, the Insurer will reimburse the Insured, for his/her Additional Costs during the waiting period, subject to the limits stated in the Table of Cover:

The Insurer's cover will only apply in the event of:

- Flight delay of more than:
 - two (2) hours for flights with regular companies
 - four (4) hours for flights with charter companies

- Train delay of more than four (4) hours

This cover is provided to the Insured, for both the outward and return journeys, at the dates and destinations as stated on the Trip sales contract or the travel ticket.

2. COVER EXCLUSIONS

In addition to the General Exclusions (excluding article 7), and any exclusions stated within the definitions, the following exclusions exist:

- delays arising from:

- 2.1. temporary or permanent withdrawal of an aircraft or train ordered by government authorities, airport authorities or civil aviation authorities or any other authority, when this is announced over twenty-four (24) hours before the date of the covered Trip;
- 2.2. the Insured missing the Means of Transport on which he/she had a confirmed booking, irrespective of the reason for this;

- 2.3. the Insured not being allowed to board, because of failure to respect the time limit for checking in baggage and/or for presenting himself/herself for boarding;
 - 2.4. any event that endangers the Insured's safety during the Trip when the destination has been advised against by the French Foreign Affairs Ministry.
- the following exclusions also apply:
- 2.5. flights which the Insured had not previously confirmed, unless prevented from doing so by a strike or force majeure event;
 - 2.6. delays to flights operated by any airline listed in the European Commission blacklist, regardless of the departure or destination location.

2.7. the consequences of cancelled flights or trains.

3. WHAT THE INSURED MUST DO IN THE EVENT OF FLIGHT OR TRAIN DELAY

The Insured must declare the claim to the Insurer **within five (5) working days of his/her knowledge of it**, except in the event of exceptional circumstances or force majeure:

The Insured may also call the Insurer on the phone from Monday to Friday, between 9 am and 6 pm (Metropolitan France time zone):
From France on No. 01 42 99 03 95* or
From outside France on 00 33 1 42 99 03 95*
*no surcharge on numbers



To make declaration easier and claim handling more efficient, it is advisable to declare the claim via the following website:

<https://indemnisation.allianz-travel.fr>

A confidential access code will be provided allowing the tracking of the claim 24/24.

If this deadline is not met, if the Insurer incurs a loss because of late notification, the indemnification may be reduced to the cost of the loss.

4. SUPPORTING DOCUMENTS TO BE PROVIDED



IMPORTANT NOTE

It is up to the Insured to prove that all required conditions for the application of this “Flight or train delay” cover are provided as substantiation of the aforementioned supporting documents.

These documents and all the information supplied by the Insured will be used for the purposes of justifying the damage suffered and for assessment of the due compensation amount.

If no documentation is supplied or the documentation provided does not prove the materiality of the damage suffered, the Insurer will be entitled to reject the Insured's reimbursement claim.

COVERED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
IN ALL CASES	<ul style="list-style-type: none">- a copy of the Special Terms and Conditions of the insurance policy;- the original receipts for the additional costs incurred during the waiting period, arising from the delay,- an R.I.B. (bank account details)
FLIGHT DELAY	<ul style="list-style-type: none">- the documents stating the date and time of the Trip (airport check-in document, E-ticket, booking form for the Trip etc.).- the original boarding card,- a document issued by the airline stating the reason and length of the delay and the actual departure time,- any other supporting document requested by the Insurer.
TRAIN DELAY	<ul style="list-style-type: none">- the documents stating the date and time of the Trip (cancelled travel ticket, E-ticket, booking form for the Trip etc.).- the certificate issued by the Railway Company stating the reason and length of the delay and the actual arrival time,- any other supporting document requested by the Insurer.

5 GENERAL EXCLUSIONS

In addition to the specific exclusions stated for each type of cover, and any exclusions stated in the Definitions section, the Insurer never insures the consequences of the following circumstances and events:

1. unless stated otherwise in the policy cover, damage resulting from Civil war or Foreign war, acts of terrorism, riots, popular movements, coups d'état, hostage taking, strikes, the manipulation of weapons;
2. damage of any kind that is intentionally caused or provoked by the Insured or with his/her complicity, or which arises from the Insured's wilful misconduct or fraudulent fault (Article L113-1 Paragraph 2 of the French

3. Insurance Code) except in a case of self-defence or assistance to a person in danger;
4. civil or military application of nuclear reaction, i.e. transformation of the nucleus of atoms, transporting and processing radioactive waste, use of a radioactive source or body, exposure to ionising radiation, contamination of the environment by radioactive agents, an accident or malfunction taking place on a site that transforms the nucleus of atoms;
5. suicide or attempted suicide of the Insured;
5. criminal proceedings against the Insured;

6. the Insured's consumption of alcohol, drugs or any stupefying substance listed in the French Public Health Code, not medically prescribed;
7. events for which liability may fall either on the Insured's Trip Organizer by application of Title 1 of Law No. 2009-888 of 22 July 2009 on the development and modernisation of tourism services, or on the carrier, unless stated otherwise in the policy;
8. the Insured's failure to comply with the safety rules imposed by the carrier or with any regulation issued by the local authorities;
9. restriction on the free movement of persons or property, airport closure, border closures,
10. the Insured's refusal to board the flight originally arranged by the Approved Organisation or Intermediary.
11. the consequences of:
 - infectious risk situations in an epidemic scenario,
 - exposure to infectious biological agents, chemical agents of a combat gas type, incapacitating agents, radioactive agents or to neurotoxic agents or agents with residual neurotoxic effects,
requiring a quarantine period or specific preventive or monitoring measures or recommendations by the international health authorities or the local health authorities,
 - regarding natural and/or human pollution.

In addition, the following exclusions also apply:

12. damage that occurred before this policy was taken out;



6 APPLICABLE TEXTS AND LOCATION OF SUBSCRIPTIONS

This policy is governed by the French Insurance Code, **except for assistance cover**, the General Terms and Conditions and the Specific Terms and Conditions.

The General Terms and Conditions have been drawn up in French.

In respect of transactions which are carried out on an Internet website hosted in France, the virtual space consisting of the webpages of the

www.allianz-voyage.fr website is considered to be within the French space and any subscriptions made to it other than those located in France, notwithstanding the protection provided to the consumer by the Law of the country in which he/she is usually resident.



7 RIGHT TO CHANGE YOUR MIND

The Insured may have a right to a cooling-off period after taking out an insurance policy.

1. CASE OF CHANGING YOUR MIND

Multiple insurance - Remote sale

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

In accordance with Article L112-2-1 of the French Insurance Code, the right to change one's mind applies to insurance policies taken out by distance selling, and especially those taken out online, without the simultaneous physical presence of the parties to the contract, direct canvassing or outside the seller's usual business premises.

This right to change one's mind does not apply to travel and baggage insurance policies or similar short-term insurance policies of less than one (1) month's duration. The term of the insurance policy corresponds to the time elapsed in between the date of its subscription and the date on which all the covers cease.

2. PROCEDURES FOR WITHDRAWING FROM THE POLICY

If the insurance policy is eligible for possible waiver under the conditions specified above, the Insured may exercise this right by returning to Air France, a duly completed, dated and signed waiver request before the expiry of the fourteen (14) calendar day period from the date on which this policy was taken out.

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

"I, the undersigned, Last name, first name, date and place of birth – wish to cancel the insurance cover in policy No. ... which I took out with AWP P&C on ... (Date).

Drawn up at... (Place). On ... (Date) and Signature: ... "

The Insured may also use this faculty by filling out the form on the Insurer's Internet page at the following address: <https://www.allianz-voyage.fr/formulaire-de-renonciation/>

In connection with a cancellation by virtue of multi-insurance, the Insured must support his/her claim with proof of the existence of a current insurance policy which covers similar risks to those in this policy.

If the Insured uses this right, the policy will be cancelled from its effective date. The corresponding premium will be reimbursed to the Insured within thirty (30) days, at the latest, after the date on which the cancellation request was received.

The right to cancel the insurance cannot be exercised if the Insured person has used cover in this policy in connection with a claim that was declared within the fourteen (14) calendar days period; and consequently a premium reimbursement will not be made.



8 PENALTIES APPLICABLE IF YOU MAKE A FALSE STATEMENT WHEN TAKING OUT THE POLICY

- Any non-disclosure, or intentional false statement by the Insured when declaring the risk, will be penalised by the policy becoming void, under the conditions contained in Article L.113-8 and L113-9 of the French Insurance Code.
- Any non-disclosure or false statement by the Insured Person, if bad faith has not been established, is punished under the provisions of Article L113-9 of the Insurance Code:
 - if this is observed before any Claim:

- The insurer has the right to:
- either keep the contract in effect by increasing the premium,
 - or cancel the contract within ten days by registered letter and refunding the overpaid share of the premium.
 - if this is only observed after the Claim: the Insurer may reduce the compensation, proportionate to the premium paid in relation to the premium which would have been due if the risk had been fully and accurately declared.



9 PENALTIES APPLICABLE IF AN INTENTIONALLY FALSE STATEMENT IS MADE AT THE TIME OF THE CLAIM

Any fraud, non-disclosure or intentional false statement by the Insured about the circumstances or consequences of a claim will result in the loss of all entitlement to services or compensation for this claim.



10 LOSS ASSESSMENT

The causes and consequences of the claim are assessed by mutual agreement and failing this, by jointly agreed loss assessment, subject to the respective rights of the Insurer and the Insured. The expert's fees are shared between the parties.

If the parties are unable to agree on the selection of the third-party expert, the expert shall be appointed by the presiding judge of the Tribunal de Grande Instance of the place of Domicile of the Policyholder.

This appointment shall be made on a written request signed by the Insurer or by just one party, the other party having being summoned by registered letter.



11 COMPENSATION & REIMBURSEMENT

1. CONDITIONS FOR REQUESTING COMPENSATION (OPTIMUM CANCELLATION OR AMENDMENT OF THE COVERED TRIP, BAGGAGE DAMAGES, MISSED TRANSPORT, FLIGHT OR TRAIN DELAY)

To make declaration easier and claim handling more efficient, it is advisable to make the compensation claim via the following website:

<https://indemnisation.allianz-travel.fr>

A confidential access code will be provided allowing the tracking of the claim 24/24.

The Insured may also call the Insurer on the phone from Monday to Friday, between 9 am and 6 pm (Metropolitan France time zone): on a 01.42.99.03.95 from France

or 00 33 1 42 99, if the Insured is outside France:

All required substantiating documents can be uploaded to the website mentioned above using the file reference. They can also be sent to the following address:

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

2. ADDRESS FOR SENDING JUSTIFYING DOCUMENTS IN CASE OF CLAIM (CIVIL LIABILITY, PRIVATE LIFE ABROAD, TRAVEL ASSISTANCE COVER, HOLIDAY CURTAILMENT)

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

"Private civil liability Abroad" cover	"Personal Assistance", "Holiday Curtailment" of cover,
AWP FRANCE SAS DT - Service Juridique - DT03 7 rue Dora Maar CS 60001 93488 Saint-Ouen Cedex	AWP FRANCE SAS Service Relations Clientèle - RELAC01 7 rue Dora Maar CS 60001 93488 Saint-Ouen Cedex

3. PAYMENT TIMES

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



12 CUMULATIVE INSURANCE

If the Insured is covered for the same risks with other insurance companies, he/she must inform the Insurer and provide the Insurer with their details and the scope of their cover, in accordance with Article L 121-4 of the French Insurance Code.
The Insured can obtain compensation for his/her damage by contacting the insurance company of their choice.

These provisions do not concern assistance services.



13 SUBROGATION IN THE INSURED'S RIGHTS AND ACTIONS

In consideration for the payment of the indemnity and, up to its limit amount, the Insurer becomes a beneficiary of the rights and actions that the Insured Person had against anyone liable for the Claim, pursuant to Article L 121-12 of the French Insurance Code.
If the Insurer is no longer able to perform this action by the Insured's act, the Insurer can be discharged of all or part of its obligations towards the Insured.

These provisions do not concern assistance services.



14 TIME LIMITATION

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

- Article L.114-1 of the French Insurance Code
"All legal actions arising from an insurance contract shall be **barred for two years** from the event that gave rise thereto.

However, this time limitation period only commences:

1° In the event of concealment, omission, misrepresentation or inaccurate representation regarding the risk involved, from the day on which the insurer has knowledge of it;

2° In the event of a claim, from the day on which those concerned became aware of it, if they can prove that they had no prior knowledge until that time.

If the cause of the action brought by the insured against the insurer is for a third party's recovery, the time limitation period only runs from the day on which such third party brings a legal action against the insured or has been compensated by the latter.

The time limitation period extends to ten years for life insurance policies where the beneficiary is a person other than the person who took out the policy and, for personal accident insurance policies where the beneficiaries are the legal beneficiaries of the deceased insured person.

For life insurance policies, notwithstanding the provisions of 2°, the time limitation for actions by the beneficiary is a maximum of thirty years after the death of the insured person."

- Article L.114-2 of the French Insurance Code

"The time limitation period is suspended by one of the standard causes for suspending the time limitation period and by the appointment of experts as the result of a claim. The time limitation period may also be suspended as the result of a registered letter with acknowledgment of receipt being sent by the insurer to the insured relating to legal action for payment of the premium or being sent by the insured to the insurer relating to payment of compensation."

- Article L.114-3 of the French Insurance Code
"Contrary to Article 2254 of the French Civil Code, the parties to an insurance policy may not, even by mutual agreement, either modify the length of the time limitation period or add causes for its suspension or interruption."

Additional information:

The standard grounds for suspension of the time limitation period are stated in Articles 2240 et seq. of the French Civil Code, and these specifically include: recognition by a debtor of the right of the person against whom he was prescribing, commencement of legal proceedings even in interim proceedings, an enforcement action.

Please refer to the aforementioned articles of the French Civil Code for the full list of the standard grounds for suspension of the time limitation period.

With regard to "Private civil liability Abroad" cover, the period only starts to run from the day on which a third party informs the insured of his/her intention to obtain compensation from the insured, subject to his/her action not having a stated time limitation under Article 2226 of the French Civil Code.



15 COMPLAINTS HANDLING PROCEDURES

If an Insured person is not satisfied with the handling of his/her claim, they must first of all inform their usual contact to allow them to understand the nature of the problem and seek solutions to it.
In the event of a dispute concerning the proposed solutions, the Insured may send a complaint to the following email address:

reclamation@votreassistance.fr

(or send a letter to **AWP France SAS, Service Réclamations, TSA 70002 - 93488 Saint-Ouen Cedex**)

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

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

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

Insurance companies that are members of the FFA have implemented a facility to provide Insured persons and third parties with a mediation procedure for the settlement of disputes. This facility is governed by the 10 rules of the FFSA Mediation Charter.



16 JURISDICTION

Any disputes raised against AWP P&C concerning this policy, shall be exclusively submitted to the competent French courts and all notices should be sent by registered mail with receipt to the address indicated below in article 19.



17 PROTECTION OF PERSONAL DATA - DATA PROTECTION ACT

The processing of personal data is governed by the "Data Protection Act, of 6 January 1978 and by the EU regulation 2016/679 concerning the protection of physical persons from the processing of personal data and the free circulation of such data.

AWP P&C and AWP France SAS are responsible for the processing of personal data gathered for the implementation, management and execution of the contracts.

This data will be preserved for the time required to carry out the contract and in compliance with the provisions relative to prescription. It is reserved for assistance service managers and/or insurance cover and is liable to be passed on to subcontractors situated inside or outside the European Union.

In compliance with the legislation and the regulations applicable to the protection of data, the Insured is entitled to the right of access to the

data concerning him and to correct it by contacting the Insurer by email at:

Informations-personnelles@votreassistance.fr

(or by sending a letter to **AWP France SAS, Département Protection des Données Personnelles, 7 rue Dora Maar, 93488 Saint-Ouen Cedex**).

The Insured is informed that there is a list opposing telemarketing "Bloctel" to which it may subscribe at: <https://conso.bloctel.fr/>.

For more information, consult the Declaration of confidentiality explaining in particular how and why personal data is gathered. The most recent version can be obtained on the Allianz Travel website.



18 REGULATORY AUTHORITY

The body responsible for the regulation of AWP P&C is the Autorité de Contrôle Prudentiel et de Résolution (French banking and insurance industry regulatory authority), **61 rue Taitbout, 75436 Paris Cedex 09**. www.acpr.banque-assurance.fr.



19 LEGAL INFORMATION

The insurance cover is underwritten by:

AWP P&C.

Société Anonyme (joint stock company) with share capital of 17,287,285.00 euros

519 490 080 RCS Bobigny

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

Private company governed by the French Insurance Code

Assistance services are implemented by:

AWP FRANCE SAS

Société Anonyme (joint stock company) with share capital of 7,584,076.86 euros

490 381 753 RCS Bobigny

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

Insurance Brokers - Registered with ORIAS 07 026 669

<http://www.orias.fr/>