

Travel Insurance

Allianz  Travel

Insurance product information document

Company: AWP P&C – French insurance company

Product: Schengen Visa

This document presents a summary of the main types of cover and exclusions of the policy. It does not take into account your specific requests and requirements. You will find the complete information on this product in the pre-contractual and contractual documentation.

What type of insurance is it?

This **Schengen Visa** insurance product is a temporary policy that provides traveller assistance in the Schengen Area in the event of accident, illness or an unforeseen event. It also covers damage to luggage and third party liability abroad.



What is insured?

In the event of accident or illness:

- ✓ Repatriation assistance

In the event of hospitalization of the Insured Person lasting more than 7 days:

- ✓ Accommodation costs of a family member in the event of hospitalization of the Insured Person locally (limit: €50 per day for a maximum of 7 days) and return transport costs

For search and/or rescue costs:

- ✓ Reimbursement (limit for each type of expense: €750 per Insured Person and per insurance period)

In the event of death of a family member:

- ✓ Early return to attend the funeral

In the event of an unforeseen event:

- ✓ Reservation of a hotel room, hired car or aeroplane ticket at his/her expense

In the event of theft of identity documents, credit cards and travel documents:

- ✓ Organising return of the Insured Person or the continuation of his/her trip

In the event of death of the Insured Person:

- ✓ Repatriation of a body
- ✓ Funeral expenses (limit: €2,300 per Insured Person)

In the event of urgent medical and hospital costs in the Schengen Area

- ✓ Reimbursement (limit per Insured Person and per insurance period: €30,000 and €150 for dental expenses)

In the event of damage to luggage:

- ✓ Compensation (limit: €1,000 per Insured Person and per claim including €300 for delay and €500 for valuable objects).

In the event of incurring third party liability abroad

Any physical, material or consequential non-material damage (limit: €4,500,000 including €450,000 for material and consequential non-material damage)

The types of cover marked with a tick (✓) are automatically included in the policy



What is not insured?

- ✗ Persons resident in the Schengen Area
- ✗ Stays of more than three consecutive months
- ✗ Any person aged over 79 on the day the policy is taken out
- ✗ Medical expenses incurred outside the Schengen area



Are there any restrictions on cover?

Main exclusions:

- ! Deliberate acts, including suicide or attempted suicide by the Insured Person or fraudulent acts
- ! Damage resulting from war, whether civil or foreign, acts of terrorism, riots, popular movements, coups d'état, taking of hostages or strikes
- ! Failure to comply with any bans or any rule decreed by the local authorities or with the safety rules imposed by the carrier
- ! Damage occurring before the Policy was taken out. Expenses incurred without the prior approval of the insurer
- ! Convalescences and diseases under treatment but not yet completed
- ! Pre-existing injuries or illnesses diagnosed and/or treated, which resulted in hospitalization in the 6 months prior to the assistance request.
- ! Expenses incurred not resulting from a medical emergency
- ! Voluntary termination of pregnancy, in vitro fertilisation
- ! Participation in any sport (or preparatory training) as part of an official competition or on a professional basis

Principal restrictions:

- ! Excess of €30 per Insured Person and per claim for Damage to Luggage
- ! Excess per claim of €80 for third party liability abroad
- ! Excess per claim of €100 for Hospitalization Expenses cover and €30 for Medical Expenses and Emergency Dental Care cover.



Where am I covered?

- ✓ All countries in the Schengen Area



What are my obligations?

Your insurance policy may be invalidated, cover may be denied, or the compensation received may be proportionally reduced if you fail to comply with the following obligations:

- **When purchasing the insurance policy**

Declare the risk to be insured in good faith so as to enable the insurer to assess the risks it is covering,
Pay the premium indicated when purchasing the insurance policy

- **During the term of the policy**

Declare all new circumstances that may increase the risks insured or create new risks.

- **In the event of a claim**

Declare any event that may invoke one of the types of cover under the conditions and within the time periods established and provide any document that may be useful in assessing the claim,
Inform the insurer of any cover that may have been taken out for the same risks, either in full or in part, with other insurers, as well as any reimbursement received following a claim.



When and how do I pay?

The premium is paid on the day the policy is taken out with the insurer.
Payment is made by bank card on the insurer's website or by telephone.



When does the cover start and end?

The cover takes effect once the premium is paid and ends on the expiry date of the last applicable cover type taken out.
The Insured Person has a right of cancellation.



How do I cancel the contract?

As a temporary insurance policy, no termination may be triggered by the Insured Person.



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

Who is the distributor?

AWP France SAS

Simplified joint-stock company with share capital of €7,584,076.86, Bobigny Trade & Companies Register No. 490 381 753, registered office: 7 rue Dora Maar – 93400 Saint-Ouen – registered as a broker with ORIAS under No. 07 026 669 – <http://www.orias.fr>

AWP FRANCE SAS is contractually obliged to work exclusively with the following insurance companies: Fragonard Assurances (in which it holds a direct equity interest of more than 10%) and AWP P&C.

Its insurance distribution operations with these insurance companies, for which it earns a commission included in the insurance premium, account for more than 33% of its turnover.

To who does this policy apply?

This policy applies to all persons aged more than seventy-nine (79) years on the day it is taken out, 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?

You must live outside the Schengen Area as defined in the policy and **outside the Excluded Countries.**

The policy must be taken out at the latest fifteen (15) days before your departure from your Country of origin, provided that you have not used any means of transport to travel to a country in the Schengen Area.

What is the effective date and term of your policy?

The policy is valid from the date it is taken out; it is valid for any Trip, private or professional, having a maximum duration of three (3) consecutive months, sold by the Organisation or Authorised Representative. The cover applies according to the conditions of article 2 of the following General Terms and Conditions.

- 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 conditions and terms for the exercising of this faculty are described in article 7 "Right to Change Your Mind" of the following General Terms and Conditions.
- 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 it's 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 fulfill all the above conditions, check the cancellation conditions stipulated in your policy in article 7 "Right to change your mind".

- 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.

The 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://indemnisation.allianz-travel.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

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>



**General
Insurance**

**Policy Terms
Handbook**

GENERAL TERMS AND CONDITIONS

1 TABLE OF COVER

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

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 of the Insured for transportation to a hospital - organising and taking charge of the return of an insured travel companion and minor children 	<p>Actual costs</p> <p>Actual costs</p>	None
<ul style="list-style-type: none"> • Hospitalisation of the Insured in situ - paying the costs that enable a member of the Insured's family to get to them in hospital: <ul style="list-style-type: none"> · outward/return journey · Cost of accommodation locally until the Insured is repatriated 	<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>	None
<ul style="list-style-type: none"> • Search and/or rescue costs - Search costs - Rescue costs 	<p>Up to the following limits, per insured person and per Insurance period:</p> <ul style="list-style-type: none"> - €750 - €750 	None
<ul style="list-style-type: none"> • Early return assistance - organising and paying transportation costs 	Actual costs	None
<ul style="list-style-type: none"> • "Unforeseen" assistance - Communication with the insured person's family or company - unforeseen event: <ul style="list-style-type: none"> · reservation of a hotel room, rental car, or airline ticket - theft of identity documents, credit cards, travel tickets: <ul style="list-style-type: none"> · organising for the <i>Insured</i> to return home or continue the <i>Trip</i> 	<p>Actual costs</p> <p>Costs incurred are payable by the <i>Insured</i></p> <p>Costs incurred are payable by the <i>Insured</i></p>	None
DEATH ASSISTANCE		
<ul style="list-style-type: none"> • Assistance in the event of an Insured's death - transporting the body - Funeral costs 	<p>Actual costs</p> <p>Up to a limit, per insured, of €2,300</p>	None

COVER	COVER AMOUNTS AND LIMITS	EXCESSES OR INTERVENTION LIMITS
EMERGENCY MEDICAL EXPENSES AND HOSPITALISATION ABROAD		
<ul style="list-style-type: none"> • Emergency medical expenses and hospitalisation in the Schengen Area - expenses for which the Insured is responsible (except for Emergency dental treatment costs) - Costs of emergency dental treatment 	Up to the following limits: - per Insured and per Insurance period: €30,000 - per Insured and per Insurance period: €150	Per claim: - €100 for hospitalisation costs - €30 for medical Expenses (other than Hospitalization expenses) and urgent dental care expenses
BAGGAGE DAMAGE		
<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: - €1000 per Insured and per Claim: The maximum amount of the "Baggage damage" cover, including "Theft of Valuables" and "Delay in delivering the baggage of the Insured to the place of stay" is € 1,000 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 place of stay 	Reimbursement of essential items required within the limit of €300 per Insured and per Claim.	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	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 event, of €4,500,000	



2 POLICY VALIDITY

1. TERRITORIAL VALIDITY

The services in your policy are valid in all countries of the Schengen Area for trips that do not exceed three (3) consecutive months.

2. VALIDITY TERM

The policy must be taken out at the latest fifteen (15) days before the departure of the Insured from his/her Country of origin, provided that they have not used any means of transport to travel to a country in the Schengen Area.

Cover will take effect as soon as the Insured enters a country in the Schengen Area and will cease when they leave, in accordance with the departure and return dates stated in the Specific Terms and Conditions.

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

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

INSURED: the persons referred to in the Specific Terms and Conditions as long as their home is outside the Schengen Area as defined in this policy and **outside the Excluded Countries**.

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**

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.

SCHENGEN AREA: an area which allows freedom of movement for persons in the signatory States of the Schengen Agreement. This also includes those States which apply the Schengen Agreement provisions without being signatories to it: Andorra, Monaco, San Marino, Vatican City.

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.

ORGANIZATION OR AUTHORIZED INTERMEDIARY: travel professionals, transport professionals, associations, works councils.

COUNTRY OF ORIGIN: the country declared when the Insured took out this policy and paid the corresponding premium.

EXCLUDED COUNTRIES: North Korea, the up-to-date list of all excluded countries can be found at the AWP France SAS website on the following page: www.allianz-voyage.fr/pays-exclus

INSURANCE PERIOD: period of validity of this policy.

TIME LIMITATION: period beyond which no further claim will be accepted.

STAY: stay or trip lasting a maximum of 3 consecutive days, organised, sold or supplied by an Approved Organization or Intermediary and planned to take place within the period of validity of this policy.

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, in order 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.

➤ **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.

HOSPITALISATION: an unscheduled emergency case in a hospital that lasts over twenty-four (24) consecutive hours in a public or private facility and which cannot be postponed.

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

MEDICAL EMERGENCY: inadvertent medical event.

➤ **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.

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

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. 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 "Private civil liability abroad" cover:**

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

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

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, interruption 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 bodily Injury or Damage to property.

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 in one's custody.

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

TRAVEL ASSISTANCE

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 you are visiting (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: specific card or 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 your hand luggage so as to avoid interrupting treatment if the baggage you check with the transportation company is delayed or lost;
 - keep separate copies of both sides of your identity papers and means of payment. These photocopies will be useful, in the event of loss or theft.



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 your 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.

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 for the Insured to return or to be transported to a hospital**

Allianz Travel arranges and pays for the return of the Insured to his/her Domicile in his/her Country of origin 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.

- **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

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 comply with the decisions taken by our Medical Department, he/she discharges us 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 7 days** and was not accompanied by another adult member of the family during the trip:

- Allianz Travel pays the cost of a round trip for a member of your family staying in his/her original Country of residence to enable them to get to your hospital bedside, subject to them personally obtaining their own visa;
- 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.

1.3. Search and/or rescue costs

Allianz Travel reimburses 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.

1.4. Early return assistance

Allianz Travel will organise and pay the costs for the outward/return journey of the Insured to his/her Country of origin, if the originally planned means for the Insured's return journey to his/her Country of origin can no longer be used:

The Insured can receive the benefit of this service **only in order to attend the funeral after the death** of his/her Spouse or established partner, a direct ascendant or descendant who was not taking part in the trip and who lives in the deceased person's country of origin and is less than 70 years old.

1.5. "Unforeseen" assistance

• Communication with the Insured's family

If the Insured is unable to contact his/her family or company, but is able to contact Allianz Travel, the latter will transmit any urgent messages to them.

• Unforeseen event

In the event of an unforeseen event (strike, plane hijacking, Accident or Illness not requiring medical repatriation of the Insured) that modifies the planned Trip of the Insured, Allianz Travel will take all steps to reserve a hotel room or rental car or flight ticket for him/her.

The cost of these services is payable by the Insured.

• 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 steps to take;
- assist by making the necessary stop requests if the Insured sends us a fax authorising us to do so;
- if the Insured no longer has any means of payment, we will arrange for his/her return or continuation of the trip, **but the costs incurred will be payable by the Insured.**

➤ **DEATH ASSISTANCE**

1.6. Assistance in the event of an insured person's death

In the event of the death of an Insured, Allianz Global Assistance 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 the Country of origin,
- **Funeral expenses**, up to the ceiling limit stated in the Table of Cover,

➤ **EMERGENCY MEDICAL EXPENSES AND HOSPITALISATION ABROAD**

1.7. Emergency medical expenses and hospitalisation in the Schengen Area

Up to the amount limits stated in the Table of Cover, less the Excess stated in the same table, Allianz Travel reimburses the Insured for:

• **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 its home country, 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.

• **Costs of emergency dental treatment**

Allianz Travel 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.

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 "Travel assistance" cover:

- 2.1 expenses incurred without the prior approval of the Allianz Travel Assistance Department;
- 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 incidents that occurred in your country of origin or outside the validity dates of your policy;
- 2.5 the consequences of an unconsolidated disorder for which the Insured is being treated and for which he/she is making a convalescence trip;
- 2.6 a disorder that occurs during a trip taken for the purpose of diagnosis and/or treatment;
- 2.7 Accidents, illnesses, disorders, abnormalities prior to the effective date of the policy, that were subject to a relapse or not yet consolidated, congenital illnesses or diseases not declared when taking out the policy;
- 2.8 the eventual results (check-up, additional treatment, recurrence) from an ailment which previously gave rise to a repatriation in the six (6) months prior to the assistance request;

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

2.10 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;

2.11 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;

2.12 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;

2.13 the failure of the Insured to comply with official prohibitions and safety rules related to the practising of a sports activity;

2.14 the consequences of an accident occurring during the Insured's 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;

2.15 The consequences of an Accident occurring during the practicing of underwater diving with a SCUBA equipment and bungee jumping when the activity is not supervised by a qualified professional;

2.16 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 in the Schengen Area" cover, the following are excluded:

2.17 medical costs that are prescribed outside a Schengen Area;

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

2.19 the cost of implants, internal, optical, dental, hearing, functional or other prostheses and the cost of fitting them;

2.20 vaccination expenses;

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

2.22 costs which could have been incurred upon the insured person's return to his/her country of origin;

2.23 medical check-up visits and associated expenses;

2.24 scheduled hospitalisation;

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

2.26 costs arising from the diagnosis, care or treatment brought about by cancerous, infectious or parasitical pathologies;

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

3.1. To request assistance

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

Allianz Travel services are available 24 / 7:



by calling 01 42 99 02 02*
or on 00 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 policy number,
- give an address and telephone number where we can contact him/her and the details of the people who are assisting them,
- give 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.



- Either by post to the following address:

AWP FRANCE SAS
Service Relations Clientèle - RELAC01
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 provide 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 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, 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, Allianz Travel 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 development: <http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/conseils-par-pays/>.

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 have been 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 staying, 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 the two (2) 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.

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 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;

- **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. 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. theft committed by the insured persons or members of the Insured's family (ascendants, descendants, partner) or committed with his/her complicity, by the Insured's 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 by the Insured;
- 4.6. damage resulting from the insured item's 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, marble or alabaster 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;
- 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, collectable 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.**
- **recreational sail or motor craft, including jet-skis;**
- **computer equipment, mobile phones.**

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, he/she 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:**

To make declaration easier and Claim handling more efficient, it is advisable to declare the Claim

via the following website:

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

A confidential access code will be given allowing the claim to be tracked 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,
- stay 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.

PRIVATE CIVIL LIABILITY ABROAD

1. PURPOSE OF THE COVER

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

- bodily injury,
- property damage,
- Non-pecuniary damage directly consequential from the covered bodily injury or property damage, resulting from an Accident that occurred in a Third Party's private life and caused to him/her 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

The cover applies to any Stay in the Schengen Area and only in the countries where the Insured does not have the benefit of Civil Liability insurance taken out elsewhere or if his/her Civil Liability insurance does not cover or only partially covers the damages of the declared claim.

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. harm caused to members of the Insured's family, meaning his/her ascendants, descendants, collateral relatives up to the second degree, and any person accompanying the Insured on the Stay;
- 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 hitching to a terrestrial motor vehicle,

- any air, sea or river navigation device;

- 4.4. damages resulting from hunting or any mechanical sports practiced with any terrestrial motor driven vehicle and any of the following sports or leisure activities whether carried out individually or as part of an activity within a sports federation: kite-surf, skeleton, bobsleigh, ski jumping, 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 with or 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, doing SCUBA diving if the activity is not organised by a qualified professional;

- 4.6. damage 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 (including during professional courses) or when he/she is participating in an activity organised by a non-profit association, an institution or community qualified to organize the activity;

- 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:

- 4.9 fines 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 acknowledgement 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 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 the Insurer (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 *Insurer's* 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 Insured's main insurer for Civil liability (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.
Bodily Injury and/or Consequential Loss	<ul style="list-style-type: none"> - 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.

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 insure 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;**
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 Insurance Code) except in a case of self-defence or assistance to a person in danger;**
3. **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;**
4. **suicide or attempted suicide of the Insured;**
5. **criminal proceedings against the Insured;**
6. **damage resulting from the insured's consumption of alcohol and/or the Insured's absorption of medicines, drugs or**

narcotics specifically mentioned in the Public Health Code, that have not been medically prescribed;

7. **events for which liability may fall either on the Stay organiser 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 planned by the approved organisation.**
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 four 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 11 COMPENSATION & REIMBURSEMENT

1 COMPENSATION REQUEST CONDITIONS (BAGGAGE DAMAGE COVER)

To facilitate the declaration and optimize the processing of the file, it is advisable to make the compensation request from the Internet website: <https://indemnisat.allianz-travel.fr>.

You can keep track of your file 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 on 00.33.1.42.99.03.79 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)

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

"Private civil liability Abroad" cover	for "Travel assistance" 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. CLAIM SETTLEMENT TIME PERIOD

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 acknowledgement 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 by post to the following address: *AWP France SAS, Traitement des 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:

La Médiation de l'Assurance

<http://www.mediation-assurance.org>

LMA

TSA 50110

75441 Paris Cedex 09

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

The processing of personal data is governed by the "Law on Information Technology and Freedom, 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/her 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), **4 Place de Budapest - CS 92459 - 75436 Paris Cedex 09** - www.acpr.banque-assurance.fr.



19 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/>